



EISENHOWER MEDICAL CENTER

Graduate Medical Education

RESIDENT APPOINTMENT AGREEMENT – EMERGENCY MEDICINE

THIS AGREEMENT is made by and between _____, M.D. (“**RESIDENT**”) and Eisenhower Medical Center (“**HOSPITAL**”), a California nonprofit corporation, of 39000 Bob Hope Drive, Rancho Mirage, California 92270.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. APPOINTMENT

Subject to the terms and conditions set forth in this Agreement, **RESIDENT** hereby accepts the appointment as a Resident in the **HOSPITAL’S** Emergency Medicine Residency Program which is a three (3) year program.

2. QUALIFICATIONS

RESIDENT agrees, among other things, during the term of this Agreement, to maintain all necessary registrations and permits to prescribe controlled substances if such registrations and permits are necessary to fulfill the educational requirements specific to their specialty. **RESIDENT** also acknowledges that during the term of this Agreement, **RESIDENT** shall diligently maintain progress towards licensure and satisfaction of all promotional requirements, which include, but are not limited to, successful completion of the Step 3 (or COMLEX 3) by March 1 of the PGY1 year as a key criterion for renewal of this Agreement and promotion to PGY2 status, and completion of the American Board of Emergency Medicine certification exam by April of the PGY3 year. Further, **RESIDENT** agrees during the term of this Agreement to remain free of sanction or restriction of any kind under the Medicare and Medicaid programs. **RESIDENT** must also pass the human resources employment background check and drug screen for successful employment.

3. GOVERNING POLICIES AND PROCEDURES

The **HOSPITAL** GME Policies and Procedures (GME P&P), which shall include, but not be limited to: General Competencies Core Curriculum Policy; Progressive Discipline Policy; Grievance, Due Process and Appeal of Adverse Action Policy; Conferences and other Outside Educational Activities Policy; Internal Review Protocol Policy; Resident Eligibility and Selection Policy; Moonlighting and other Outside Activities Policy; Discipline and Dismissal of Resident Policy; Accreditation Status Program Closure – Reduction of Program Size Policy; Responsibilities of Graduate Medical Education Committee Policy; Non-Harassment Policy; Duty Hours, Work Environment and Fatigue Policy; Annual Program Evaluation Policy (formerly the Annual Program Review Policy); Social Media Policy; Effect of Leave Policy;

Evaluation of Residents and Faculty Policy; Family Medical Personal Leave Policy; Supervision of Residents Policy and EMC Housestaff Handbook, as amended from time to time, and the Eisenhower Medical Center Employee Handbook (“Employee Handbook”), and all applicable Hospital policies and procedures (collectively Hospital P&P), as amended from time to time, shall govern any and all terms and conditions of employment. Access to the GME P&P and Hospital P&P shall be provided to **RESIDENT** upon request.

The effect of Resident’s leaves of absence on Resident’s ability to satisfy requirements for program completion is outlined in the Hospital GME policy titled “Resident Leave of Absence – Procedural Requirements.”

4. RESIDENT RESPONSIBILITIES

RESIDENT acknowledges and agrees that he/she has read the STATEMENT OF HOUSE RESIDENT RESPONSIBILITIES and agrees to fulfill the responsibilities stipulated in the Statement, including future amendments. **RESIDENT** also agrees to abide by all GME P&P and Hospital P&P, which may be in force during his/her appointment period.

5. HOSPITAL RESPONSIBILITIES

HOSPITAL will provide:

- A suitable academic environment for educational experiences in the **RESIDENT’S** specialty;
- A training program that strives to meet and exceed the standards of the Essentials of Approved Residencies promulgated by the Accreditation Council for Graduate Medical Education (ACGME), when such Essentials apply;
- Upon satisfactory completion of the training program, an Eisenhower Medical Center certificate of completion;
- Housing at a participating site, at no cost to the **RESIDENT**, if the **RESIDENT** is required to rotate to a participating site that is considered remote as defined by ACGME Program Requirements.

6. TERM & NOTICE OF NON-RENEWAL/NON-PROMOTION

6.1 **TERM.** The term of this appointment shall commence on _____ and terminate on _____ (“Initial Term”), unless terminated sooner in accordance with the terms of this Agreement. It is the sole discretion of the Director of the graduate training program in which the **RESIDENT** participates, if the **RESIDENT** has fulfilled all of the educational requirements and attained the knowledge and skill necessary to progress to the next level of post-graduate training **and** fulfilled all of the other terms and conditions stipulated in this Agreement and the GME P&P.

6.2 **NOTICE OF NON-RENEWAL OR NON-PROMOTION.** If **HOSPITAL** determines that this Agreement shall not be renewed, then **HOSPITAL** shall endeavor to provide **RESIDENT** with written notice of non-renewal four (4) months prior to the end of the Initial Term or any renewed term, as applicable. Provided, however, if the primary reason(s) for the non-renewal occurs within the four (4) months prior to the end of the Initial Term or any renewed term, **HOSPITAL** shall provide **RESIDENT** with as much written notice of non-renewal as the circumstances will reasonably allow. Residents must be allowed to implement the

institution's grievance procedures when in receipt of a written notice of non-renewal. The same notice provisions apply to notices of non-promotion.

7. CLOSURE AND REDUCTIONS

Residents shall be informed as specified in the GME P&P. **HOSPITAL** will inform **RESIDENT** of adverse accreditation actions taken by the ACGME in a reasonable period of time after the action is taken. Should **HOSPITAL** begin the process of closing a residency training program for accreditation reasons or for other reasons, the **RESIDENT** will be kept for the remainder of the academic year and **HOSPITAL** will do everything within its power to assist the **RESIDENT** in finding a program for completion of the specialty, in order to be eligible for board requirements.

8. COMPENSATION

RESIDENT'S annual salary shall be based on the level of residency achieved. The compensation amounts for the initial term of this Agreement are set forth in the applicable GME P&P and/or EMC P&P. **RESIDENT** shall be paid 1/26th of **RESIDENT'S** annual salary on a bi-weekly basis. Salary payments shall be subject to all local, state and federal withholding taxes and any other applicable taxes. **RESIDENT** acknowledges that the compensation amounts stipulated in the applicable GME P&P and/or EMC P&P are subject to change on an annual basis at the sole discretion of **HOSPITAL**. The gross compensation as a first year resident is \$_____ annually. Resident salaries shall be subject to annual market increases in accordance with EMC policy.

9. EXPENSE ALLOWANCE

RESIDENT shall be reimbursed for approved expenses in accordance with the Expense Allowance Policy set forth in the GME P&P.

10. FRINGE BENEFITS

Unless otherwise specified in this Agreement or the applicable GME P&P and/or EMC P&P, **HOSPITAL** shall provide **RESIDENT** with the same fringe benefits provided to other salaried **HOSPITAL** employees. The aforementioned fringe benefits are set forth in the Employee Handbook as amended from time to time. The Employee Handbook defines the fringe benefit options available to **RESIDENT** in the following benefit areas:

- Health Insurance
- Dental Insurance
- Short-term and long-term disability insurance
- Life insurance
- Tax Deferred Annuity
- Paid Day Off Plan (part of PTO)
- Leaves of Absence (part of PTO)
 - Vacation
 - Parental Leave

- Sick Leave
- Effect of Leave on program completion and promotion
- Counseling, Medical, Psychological and other Support Services
- Health & Wellness Services including Physician Impairment and Substance Abuse as well as fatigue and sleep deprivation.

RESIDENT acknowledges that the fringe benefits stipulated above are subject to change at the sole discretion of Eisenhower Medical Center, Inc. Access to insurance for all residents begins on the first recognized day of training unless statute or regulations requires a later date to begin coverage.

11. OTHER BENEFITS/SERVICES

The then current applicable GME P&P and/or EMC P&P as amended from time to time defines the benefits/services provided to **RESIDENT** in the following areas:

- Meals
- Uniforms
- Relocation Expense Allowance by single payment
- Call Rooms for Inpatient Service
- Laundry Services for Clinical White Coats

Access to information regarding eligibility for certification by the relevant certification board will be provided to the resident by the program director. **RESIDENT** acknowledges that the benefits/services stipulated above are subject to change at the sole discretion of **HOSPITAL**.

12. ACCOMODATION FOR DISABILITY

HOSPITAL will make reasonable accommodations for physical and/or mental limitations of an otherwise qualified individual with a disability. Residents can obtain the specifics of this Eisenhower Medical Center Policy on Accommodation for Disabilities in the current EMC Employee Handbook.

13. PROFESSIONAL LIABILITY INSURANCE

During the term of this Agreement, **HOSPITAL** shall maintain professional liability insurance or comparable coverage in the minimum amounts necessary to qualify **RESIDENT**, while acting in the course and scope of his/her employment, as a provider under the terms of the California Medical Malpractice Act. **RESIDENT** shall promptly report to **HOSPITAL** through the director of the graduate training program in which **RESIDENT** participates any incident which might give rise to any malpractice claim or suit against him/her. **RESIDENT** agrees to cooperate with **HOSPITAL** to resolve any such claims or suits in a timely manner. **RESIDENT** acknowledges that the professional liability insurance provided to **RESIDENT** pursuant to the terms of this Agreement does not apply to any activities outside the scope of **RESIDENT'S** appointment under the terms of this Agreement. Liability coverage will include legal defense and protection against awards from claims reported or filed after the completion of the program if the alleged acts or omissions of the residents are within the scope of the program.

14. RESTRICTIVE COVENANTS

Residents will never be required to sign a non-compete or restrictive covenant per the GME Policy regarding Restrictive Covenants as set forth in the GME P&P.

15. MEDICAL RECORDS

RESIDENT shall complete in a timely manner all medical records on each patient treated and shall maintain the confidentiality of such records as required by federal, state, and local laws and regulations. **RESIDENT** acknowledges that failure to complete medical records in a timely manner as stipulated in the GME P&P and/or applicable **HOSPITAL** P&P may result in disciplinary action, up to and including discharge.

16. DUTY HOURS AND OFF-DUTY ACTIVITIES

RESIDENT agrees to become knowledgeable about and comply with the duty-hour policies and procedures as may be developed from time to time by the Program Director in accordance with ACGME policy, and as are published in the applicable GME P&P and/or EMC P&P. **RESIDENT** agrees that during their appointment period, he/she shall not engage in any clinical practice activity without the prior approval of their program director. Furthermore, **RESIDENT** agrees that during their appointment period he/she shall not engage in any activities outside the scope of his or her duties as a **RESIDENT** that interferes with or detracts from **RESIDENT'S** duties to **HOSPITAL** or to the orderly and effective operation of the **HOSPITAL** or of the educational program to which **RESIDENT** has been appointed.

RESIDENT also agrees that any clinical practice activities that he/she engages in outside the scope of his/her training program (“Moonlighting”) shall comply with the applicable GME P&P, including, but not necessarily limited to, the Moonlighting and other Outside Activities Policy and the Duty Hours Policy.

17. TERMINATION

Either **RESIDENT** or **HOSPITAL** may terminate this Agreement without cause with ninety (90) days written notice to the other party.

HOSPITAL may immediately terminate this contract for due cause by written notice to **RESIDENT** that the contract is terminated. The parties acknowledge and agree that for purposes of this Agreement, the term “due cause” shall be defined in the current GME P&P. **RESIDENT** acknowledges and agrees that the Grievance Policy and Procedure and Adverse Action Policy and Procedure as stipulated in the then current GME P&P shall apply to **RESIDENT**.

18. NONDISCRIMINATION

HOSPITAL maintains an atmosphere of nondiscrimination according to policy which applies to all employment practices, including recruitment, selection, promotion, transfer, merit increase, salary, training and development, demotion, and separation. **RESIDENT** acknowledges that formal charges of discrimination based on race, sex, age, religion, national or ethnic origin, disability, marital status, sexual orientation, or veteran status, or other legally protected status shall be filed with Hospital’s Human Resources Department in accordance with the policies and procedures outlined in its then current Employee Handbook.

19. UNLAWFUL HARASSMENT

RESIDENT acknowledges that **HOSPITAL** does not tolerate sexual or other forms of harassment by and/or directed at House Resident members. **RESIDENT** acknowledges and agrees that he/she is subject to the policies and procedures outlined in the then current Employee Handbook concerning sexual, exploitation, intimidation, and other forms of harassment.

20. NOTICES

Any notice required under this Agreement shall be in writing and shall be deemed given if delivered in person or by United States certified mail with return receipt requested. If delivered or sent to the **RESIDENT**, it will be addressed to **RESIDENT's** last known address. If delivered or sent to **HOSPITAL** it will be addressed as follows:

If to HOSPITAL

Designated Institutional Official
Eisenhower Medical Center
ACHS, Suite 201
39000 Bob Hope Drive
Rancho Mirage, CA 92270

Or such other address as either party may from time to time designate by written notice to the other party.

21. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and there have been and are no other agreements, representations or warranties between the parties other than those set forth herein. No oral statements or prior written materials not specifically incorporated herein shall be of any force or effect. This Agreement may be amended only by a written amendment signed by both parties.

22. WAIVER

The failure of either party to insist in any one or more instance upon the strict performance of any terms or conditions of this Agreement by any other party shall not be construed as a waiver or relinquishment for the future of any such term or condition, but shall continue in full force and effect.

23. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is found to be illegal, invalid or void by a court of competent jurisdiction under any applicable law, it shall be severable, the remaining provisions of this Agreement shall not be impaired, and the Agreement shall be interpreted as far as possible so as to give effect to its stated purpose.

24. ASSIGNMENT

Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment by either party shall be null and void and of no force or effect.

25. GOVERNING LAW

This Agreement shall be interpreted, governed and construed in all respects under the laws of the State of California.

IN WITNESS WHEREOF, the parties have signed this Agreement or caused the same to be signed by their duly authorized officer on the dates set forth below.

HOSPITAL:
EISENHOWER MEDICAL CENTER, INC.

Name: Martin J. Massiello
Title: EVP/COO

Date: _____

James Niemann, M.D.
Program Director, Emergency Medicine Residency

Date: _____

RESIDENT:

, M.D.
Resident, PGY1

Date: _____

cc: GME Office