



EISENHOWER MEDICAL CENTER

Graduate Medical Education

FELLOW APPOINTMENT AGREEMENT «Specialty»

THIS AGREEMENT is made by and between «First Name» «Last Name», «Title» (“FELLOW”) and Eisenhower Medical Center, Inc., a California nonprofit public benefit corporation (“HOSPITAL”) situated at 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, FELLOW hereby accepts the appointment as a FELLOW in the HOSPITAL’S «Specialty» FELLOWSHIP PROGRAM (“FELLOWSHIP”) which is a one (1) year program.

- A. CONDITIONS PRECEDENT. As an absolute condition precedent to his or her appointment and the Hospital’s obligations under this Agreement, FELLOW shall provide to the Hospital, prior to the Commencement Date, all credentialing and other documentation and take such actions as requested by Hospital. Such information shall include, without limitation, an unrestricted California Medical License and Hospital Medical Staff privileges.

2. QUALIFICATIONS

FELLOW 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 the Program. Further, FELLOW agrees during the term of this Agreement to remain free of sanction or restriction of any kind under the Medicare and Medicaid programs. FELLOW 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), 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 FELLOW upon request.

4. FELLOW RESPONSIBILITIES

FELLOW 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 FELLOWSHIP;
- A training program that strives to meet and exceed the standards 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 FELLOW, if the FELLOW is required to rotate to a participating site that is considered remote as defined by ACGME Program Requirements.

6. TERM

The term of this appointment shall commence on **«Start Date»** (“Commencement Date”) and terminate on **«End Date»**, unless terminated sooner in accordance with the terms of this Agreement.

7. COMPENSATION

FELLOW’s Annual Salary shall be **«Compensation»**. FELLOW shall be paid 1/26th of FELLOW’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.

8. EXPENSE ALLOWANCE

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

9. FRINGE BENEFITS

Unless otherwise specified in this Agreement or the applicable GME P&P and/or EMC P&P, HOSPITAL shall provide FELLOW 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 FELLOW 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.

FELLOW 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 FELLOWS begins on the first recognized day of training unless statute or regulations requires a later date to begin coverage.

10. 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 FELLOW 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 FELLOW by the program director. FELLOW acknowledges that the benefits/services stipulated above are subject to change at the sole discretion of HOSPITAL.

11. ACCOMODATION FOR DISABILITY

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

12. 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 FELLOW, while acting in the course and scope of his/her employment, as a provider under the terms of the California Medical Malpractice Act. FELLOW shall promptly report to HOSPITAL through the director of the graduate training program in which FELLOW participates any incident which might give rise to any malpractice claim or suit against him/her. FELLOW agrees to cooperate with HOSPITAL to resolve any such claims or suits in a timely manner. FELLOW acknowledges that the professional liability insurance provided to FELLOW pursuant to the terms of this Agreement does not apply to any activities outside the scope of FELLOW'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 FELLOWS are within the scope of the program.

13. RESTRICTIVE COVENANTS

FELLOW 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.

14. MEDICAL RECORDS

FELLOW 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. FELLOW 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.

15. DUTY HOURS AND OFF-DUTY ACTIVITIES

FELLOW 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. FELLOW agrees that during their appointment period, he/she shall not engage in any clinical practice activity without the prior approval of their program director, which shall not be unreasonably withheld. Furthermore, FELLOW agrees that during their appointment period he/she shall not engage in any activities outside the scope of his or her duties as a FELLOW that interferes with or detracts from FELLOW'S duties to HOSPITAL or to the orderly and effective operation of the HOSPITAL or of the educational program to which FELLOW has been appointed.

FELLOW 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.

16. TERMINATION

Either FELLOW 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 FELLOW 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. FELLOW 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 FELLOW.

17. 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. FELLOW 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.

18. UNLAWFUL HARASSMENT

FELLOW acknowledges that HOSPITAL does not tolerate sexual or other forms of harassment by and/or directed at House FELLOW members. FELLOW 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.

19. 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 FELLOW, it will be addressed to FELLOW's last known address. If delivered or sent to HOSPITAL it will be addressed as follows:

If to HOSPITAL

«Program Director»
Program Director
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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.**

Martin Massiello, President and CEO

Date: _____

**«Program_Director»
Program Director**

Date: _____

FELLOW:

**«First_Name» «Last_Name», «Title»
FELLOW, «Resident_Year»**

Date: _____

cc: GME Office