



# EISENHOWER MEDICAL CENTER

Graduate Medical Education

## RESIDENT APPOINTMENT AGREEMENT – «Specialty»

**THIS AGREEMENT** is made by and between «First Name» «Last Name», «Title\_MDDO» (“**RESIDENT**”) and Eisenhower Medical Center, Inc. (“**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 continued appointment as a Resident in the **HOSPITAL’S** «Specialty» 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. 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. In addition, verification must be provided that the **RESIDENT** has successfully completed a Doctor of Medicine (MD) or Doctor of Osteopathy (DO).

### **3. GOVERNING POLICIES AND PROCEDURES**

The **HOSPITAL** GME Policies and Procedures (GME P&P), which shall include, but not be limited to: Resident Eligibility and Selection Policy, Supervision of Resident, The Learning & Work Environment, Moonlighting, Resident/Fellow Leave of Absence – Procedure Requirements, Remediation & Disciplinary Action Policy, Grievance and Due Process Policy, Well-Being Policy, Resident/Fellow Education Fund Policy, Licensure Policy, GME Reimbursable Expense Policy, Meal Policy, Clinical Competency Committee (CCC), Annual Program Evaluation (APE), Program Evaluation Committee (PEC), GMEC Review Process & Protocol, Special Review, Physician Impairment, 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 GME P&P titled "Resident/Fellow Leave of Absence – Procedural Requirements."

#### **4. RESIDENT RESPONSIBILITIES**

The goal of the residency program is to provide the resident with an extensive experience in the art and science of medicine in order to achieve excellence in the diagnosis, care and treatment of patients. To achieve this goal, the resident agrees to do the following:

- Assume responsibilities for the safe, effective and compassionate care of patients, consistent with the resident's level of education and experience, under the direction of the program director (or designee) and supervision by the attending physician.
- Participate fully in the educational and scholarly activities of the residency program and, as required, assume responsibility for teaching and supervising other residents and medical students.
- Develop and participate in a personal program of self-study and professional growth with guidance from the teaching staff to promote life-long learning.
- Participate in institutional programs, committees, councils, and activities involving the medical staff as assigned by the program director or elected by residents and adhere to the established policies, procedures and practices (to include standards of behavior) of the Sponsoring Institution and its affiliated institutions.
- Participate in the evaluation of the program and its faculty.
- Conduct themselves in a manner which does not disrupt the orderly operation of any Eisenhower Medical Center facility or adversely impact the public's perception of Eisenhower Medical Center or their employees, officers, facilities or programs.
- Conduct themselves in a professional manner through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population.
- Develop an understanding of ethical, socioeconomic, and medical legal issues that affect the practice of medicine.
- «Education Experience»«Osteopathic Recognition»
- Keep patient care charts, records, and reports up-to-date and signed in a timely manner.
- Report accurate and honest clinical experience and educational work hours (duty hours) information.
- Comply with all Eisenhower Medical Center's & GME's rules, regulations, practices, procedures and policies, professional standards and codes of ethics. These include, but are not limited to, Policy on Sexual Harassment, HIPAA and other patient privacy policies, Policy on a Drug/Alcohol Free Workplace, background checks and health screenings.
- Notify Program and GME Office of conviction for any misdemeanor or felony. This reporting obligation is ongoing and applies to events occurring prior to the period of appointment and during Residents' appointment for Program participation. Residents shall also report to the Program any felony charges that are required to be reported to the Medical Board

- Adhere to ACGME institutional, common program requirements, and respective program's requirements.

## **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 «**Start Date**» and terminate on «**End Date**», 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, to renew this Agreement for another term 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 current term. Provided, however, if the primary reason(s) for the non-renewal occurs within the four (4) months prior to the end of the 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** shall be paid 1/26<sup>th</sup> 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 are subject to change on an annual basis at the sole discretion of **HOSPITAL**. The gross compensation as a PGY «Resident Year» resident is «Compensation» annually. Resident salaries shall be subject to annual market increases in accordance with EMC policy.

**RESIDENT** may be eligible for a housing stipend that is determined in **HOSPITAL's** sole discretion, and may be changed, modified or eliminated at any time.

## **9. EXPENSE ALLOWANCE**

**RESIDENT** shall be reimbursed for approved expenses in accordance with the 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. **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 **RESIDENT**. **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:

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.

*{Signatures on next page}*

**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: Dr. Alan Williamson  
Title: S.V.P. Medical Affairs, Chief Medical Officer  
& Designated Intuitional Official

Date: \_\_\_\_\_

\_\_\_\_\_  
«Program\_Director»  
Program Director, «Specialty» Residency

Date: \_\_\_\_\_

**RESIDENT:**

\_\_\_\_\_  
«First\_Name» «Last\_Name», «Title\_MDDO»  
Resident, PGY «Resident\_Year»

Date: \_\_\_\_\_

cc: GME Office