



# CEDARS-SINAI MEDICAL CENTER.

## CEDARS-SINAI MEDICAL CENTER PHYSICIAN-IN-TRAINING AGREEMENT (2009 - 2010)

(Fellows - ACGME Accredited Program)

This PHYSICIAN-IN-TRAINING AGREEMENT ("Agreement") is entered into by and between CEDARS-SINAI MEDICAL CENTER, a California nonprofit public benefit corporation ("Medical Center"), and \_\_\_\_\_, [M.D.] [D.O.] [D.D.S.] ("Physician-in-Training"), and establishes the Medical Center's agreement to accept the Physician-in-Training into one of the Medical Center's teaching programs, on the following terms and conditions:

### Article I Appointment

1.1 Commencement Date. Subject to the various initial and continuing conditions as set forth in this Agreement, the Physician-in-Training shall be appointed as a physician-in-training in the Medical Center's graduate medical education training program in \_\_\_\_\_ *[insert the ACGME or other applicable body's approved specialty/subspecialty designation]* (the "Program").

1.2 Term. This Agreement shall commence July 1, 2009 ("Commencement Date") and shall expire on June 30, 2010, subject to earlier termination as provided herein.

1.3 Status. Notwithstanding any other provision of this Agreement, the Physician-in-Training acknowledges and agrees that the Physician-in-Training is a student in the Program and that this Agreement does not create and shall not be interpreted to create an employment relationship between the Medical Center and the Physician-in-Training.

1.4 Conditions Precedent. As an absolute condition precedent to his or her appointment and the Medical Center's obligations under this Agreement, the Physician-in-Training shall provide to the Medical Center, prior to the Commencement Date, all

credentialing and other documentation and take such actions as requested by the Medical Center. Such information shall include, without limitation, the following:

- (a) Proof of right to work in the United States satisfying the requirements set forth at Attachment "A," attached hereto, and incorporated by this reference.
- (b) If the Physician-in-Training is an international medical school graduate, an original, current, and valid Certificate from the Education Committee of Foreign Medical Graduates ("ECFMG").
- (c) Such other and further information that the Medical Center may request in connection with the Physician-in-Training's credentials.

Any document not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to the Medical Center.

In addition to the foregoing, attendance at the entire portion of the Medical Center's Physician-in-Training orientation sessions prior to the Commencement Date. Payment of the stipend provided pursuant to the provisions of Article VI, Paragraph 6.1, below, shall commence the earlier of the date the Physician commences participation in such orientation sessions or the Commencement Date.

1.5 Pre-Appointment Physical Examination. In addition to the foregoing, the Physician-in-Training must submit evidence that he or she has submitted to a pre-appointment physical examination and received the required immunizations prior to the Commencement Date in full compliance with the Medical Center's physical assessment and immunization Policies and all applicable federal, state, and local laws and regulations. Further, such evidence must demonstrate on the basis of this overall health status assessment, that it has been determined that the Physician-in-Training is in sufficient physical and mental condition (as determined by a medical history, medical records, and medical examination) to perform the essential functions of a trainee in the Program (in consideration of any reasonable accommodations required by the Physician-in-Training).

## **Article II** **Physician-in-Training Responsibilities**

In addition to the other provisions of this Agreement, in providing services and in participating in the activities of the Program, the Physician-in-Training agrees to do the following:

2.1 Fulfill the educational requirements of the Program.

2.2 Use his or her best efforts to provide safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at the Medical Center and other facilities and rotation sites to which the Physician-in-Training is assigned.

2.3 Provide clinical services:

(a) Commensurate with his/her level of advancement and responsibilities;

(b) Under appropriate supervision;

(c) At sites specifically approved by the Program; and

(d) Under circumstances and at locations covered by the professional liability insurance applicable to the Physician-in-Training in accordance with Article VI, Paragraph 6.3 below.

2.4 Develop and follow a personal program of self-study and professional growth under guidance of the Program's teaching faculty.

2.5 Obey and adhere to the policies, procedures, practices, rules, bylaws, and the regulations (collectively the "Policies") of the Medical Center, Department(s), and Medical Staff, including but not limited to Policies regarding compliance with universal precautions and participation in the significant adverse event ("SAE") process. Physician-in-Training further acknowledges that Physician-in-Training will not automatically be a member of the Cedars-Sinai Medical Staff but that important requirements applicable to the provision of patient care are set forth in the Constitution and Rules and Regulations of the Cedars-Sinai Medical Staff and that the Physician-in-Training is obligated to be familiar with and comply with all such requirements as now or hereafter in effect. Such provisions include, without limitation, requirements for maintaining patient charts, records and reports up to date with appropriate physician notes and signatures. The Physician-in-Training shall also obey and adhere to the corresponding Policies of all of the facilities to which Physician-in-Training may rotate. By signing this Agreement, the Physician-in-Training acknowledges that such Policies have been made available to the Physician-in-Training for his or her review, and that the Physician-in-Training has had an opportunity to ask questions regarding the Policies.

2.6 Obey and adhere to all requests and requirements made or imposed on the Physician-in-Training by the Medical Center in accordance with this Agreement,

including but not limited to, those made or imposed pursuant to Article IX (“Corrective Action”).

2.7 Obey and adhere to all applicable federal, state, and local laws, regulations, ordinances and orders with respect to the performance of this Agreement, as well as the standards required to maintain accreditation by the Joint Commission, the Accreditation Council for Graduate Medical Education (“ACGME”), the Resident Review Committee (“RRC”), and any other relevant accrediting, certifying, or licensing organizations.

2.8 (a) Respect and maintain the confidentiality of all Health Information with respect to all patients of the Medical Center, including without limitation, all Health Information regarding a patient’s: (1) Medical treatment and condition; (2) Psychiatric and Mental Health; and (3) Substance abuse and Chemical dependency, which the Physician-in-Training may receive pursuant to this Agreement. The Physician-in-Training agrees to comply with the terms and conditions of the: (i) Confidentiality of Medical Information Act of 1981, California Civil Code Section 56 *et seq.* (General Patient Medical Records); (ii) California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and (iii) 42 U.S.C. §§290dd-2; 42 C.F.R., Part 2, §2.31 (Alcohol and Drug Abuse Records); and (iv) Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

(b) For purposes of this Paragraph 2.8, Health Information shall include without limitation, the following patient identifiable information: (1) Name; (2) Address, including street address, city, county, zip code and equivalent geocodes; (3) Names of relatives; (4) Names of employers; (5) Date of birth; (6) Telephone numbers; (7) Facsimile number; (8) Electronic mail address; (9) Social security number; (10) Medical record number; (11) Health plan beneficiary number; (12) Account number; (13) Certificate/license number; (14) Any vehicle or other device serial number; (15) Web Universal Resource Number (WURL); (16) Internet Protocol (IP) address number; (17) Finger or Voice prints; and (18) Photographic images; and (19) Any other unique identifying number, characteristic, or code that may be available to the Physician-in-Training which could be used, alone or in combination with other information, to identify an individual.

2.9 The Physician-in-Training acknowledges that Medical Center maintains a compliance program and that a copy of the compliance program Policies has been made available to the Physician-in-Training for review. By executing this Agreement, the Physician-in-Training represents and warrants that the Physician-in-Training: (i) has not, in the past ten (10) years, been debarred, excluded or otherwise made ineligible by

any Federal governmental agency from participating in Federally reimbursed health care programs; (ii) has not, in the past ten (10) years, been sanctioned or convicted by any Federal governmental agency; or (iii) is listed in any Federal governmental agency's list of sanctioned, debarred, excluded or ineligible contractors. The Physician-in-Training hereby covenants that it will notify Medical Center within two (2) business days of any conviction, citation, judgment or settlement affecting the representations and warranties contained in this Paragraph. The Physician-in-Training agrees that any debarment, exclusion, ineligibility, sanction or listing as described in items (i), (ii) or (iii) above is grounds for immediate termination of this Agreement by Medical Center.

2.10 Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director and as otherwise necessary for the completion of applicable graduation requirements, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students, and participate in assigned Medical Center and Medical Staff committee activities.

2.11 Acquire an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine and Graduate Medical Education ("GME") training.

2.12 Fully cooperate with the Program and Medical Center in coordinating and completing RRC, ACGME, and other applicable accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, time cards, statistical operative and procedure logs, faculty and Program evaluations, and/or other documentation required by the RRC, ACGME, other accrediting bodies, Medical Center, Department, and/or Program.

2.13 Apply cost-containment, resource management, quality improvement, clinical guideline, and other principles in the provision of patient care consistent with the Policies of the Medical Center, Department, and/or Program.

2.14 Submit to periodic (post-appointment) health examinations and supplementary tests, which may include tests for substance abuse, as are deemed necessary or advisable by the Medical Center to ensure that the Physician-in-Training is physically, mentally, and emotionally capable of performing essential duties and/or are otherwise necessary to the operation of the Medical Center. Further, the Physician-in-Training agrees to continue to meet the Medical Center's and the state's standards for immunizations in the same manner as for Medical Center personnel. The results of all examinations shall be provided to the Medical Center's Employee Health Department. The same requirements concerning the Physician-in-Training's health status that applied at the time of the Physician-in-Training's initial appointment shall apply thereafter and shall constitute a continuing condition of this Agreement and the

Physician-in-Training's appointment as a student in the Program unless the Medical Center changes its Policies subsequent to the Commencement Date hereof, in which event such modified Policies shall be binding upon the Physician-in-Training.

2.15 Acquire and maintain appropriate life support certification(s) including, without limitation, Advanced Life Support Certification.

2.16 Cooperate fully with all Medical Center and Department surveys, reviews, and quality assurance and credentialing activities.

2.17 Report immediately to the Department Chair any inquiry by any private or government attorney or investigator or any inquiry by any member of the press. The Physician-in-Training agrees not to communicate with any inquiring attorney or investigator or any members of the press except merely to refer such attorneys and investigators to the Medical Center's General Counsel and to refer the press to the Medical Center's Vice President for Public Relations.

2.18 Cooperate fully with Medical Center administration in connection with the evaluation of appropriate discharge and post-Medical Center care for Medical Center patients.

2.19 Obey and adhere to the Medical Center's legal compliance program and "Code of Organizational Ethics," a copy of which is attached hereto as Attachment "B," attached hereto, and incorporated by this reference.

2.20 Review and cooperate fully with the Medical Center's Policy prohibiting discrimination and sexual harassment, a copy of which is attached hereto as Attachment "C" and incorporated by this reference.

2.21 Agree to and comply with the Medical Center's "Patent Policy," which is attached hereto as Attachment "D" and incorporated by this reference.

2.22 Comply with the Medical Center's "Scientific Integrity Policy," a copy of which is attached to this Agreement as Attachment "E" and incorporated by this reference.

2.23 Comply with the Medical Center's "Dress Code," including clear display of identification tag, and present at all times a proper and professional appearance. A copy of the Medical Center's Dress Code is attached as Attachment "F" and incorporated by this reference.

2.24 Notify the Office of Graduate Medical Education of any change in the Physician-in-Training's mailing address.

Failure to comply with any of the provisions of this Article II governing “Physician-in-Training Responsibilities” or any other provision of this Agreement setting forth duties or obligations of the Physician-in-Training shall constitute grounds for disciplinary action (conducted in accordance with the procedures generally described in this Agreement), including the Physician-in-Training’s suspension or termination of this Agreement, in Medical Center’s sole discretion.

### **Article III** **Institutional Responsibilities**

In addition to the other provisions of this Agreement, the Medical Center has the following obligations:

3.1 To provide a stipend and benefits to the Physician-in-Training as outlined in Article VI below.

3.2 To use its best efforts, within available resources, to provide an educational training program that meets the ACGME’s and other applicable bodies’ accreditation standards.

3.3 To use its best efforts, within available resources, to provide the Physician-in-Training with adequate and appropriate support staff and facilities in accordance with federal, state, local, ACGME, and other applicable requirements.

3.4 To orient the Physician-in-Training to the facilities, philosophies, rules, regulations, and Policies of the Medical Center and the Institutional and Program Requirements of the ACGME, RRC, and other appropriate bodies.

3.5 To provide the Physician-in-Training with appropriate and adequate faculty and Medical Staff supervision for all educational and clinical activities.

3.6 To maintain an environment conducive to the health and well-being of the Physician-in-Training.

3.7 To provide the following services while the Physician-in-Training is on duty at the Medical Center at the Medical Center’s usual charges: (i) food services (ii) sleeping quarters; (iii) information support services; (iv) security; and (v) uniforms. In addition, parking services will be provided at no charge to the Physician-in-Training while the Physician-in-Training is on duty at the Medical Center.

3.8 To evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Physician-in-Training on

a regular and periodic basis. The Program Director shall present to and discuss with the Physician-in-Training a written summary of the evaluations at least once during each six (6) month period of training and/or more frequently as deemed necessary by the Medical Center. The written records of all such evaluations shall be accessible to the Physician-in-Training.

3.9 Provide a fair and consistent method for review of the Physician-in-Training's concerns and/or grievances.

3.10 Upon satisfactory completion of the Program and satisfaction of the Program's requirements and the Physician-in-Training's responsibilities contained herein, furnish to the Physician-in-Training a Certificate of Completion of the Program.

3.11 Provide time for leave for educational conferences, as further provided at Article VI, Paragraph 6.2, below.

#### **Article IV** **Duty Hours**

4.1 The Physician-in-Training shall perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with the Policies and requirements of the Program, subject to periodic modification and variation as determined by the Program Director depending upon the clinical area to which the Physician-in-Training is assigned and/or exigent circumstances. All duty hours shall be in accordance with state, federal, ACGME and other applicable requirements.

4.2 The call schedules and schedule of assignments will be made available to the Physician-in-Training. Changes to these schedules will be available in the Program Director's office.

4.3 The Physician-in-Training shall comply with all assigned schedules in a timely fashion.

#### **Article V** **Outside Professional Activities or Moonlighting**

5.1 **General Prohibition Against Outside Professional Activities or Moonlighting.** To assure that the Physician-in-Training is rested and alert while engaging in Program activities, outside professional activities are discouraged. Additionally, as a specific condition to the Medical Center's obligations pursuant to this Agreement, the Physician-in-Training shall not engage in outside professional activities which conflict with Medical Center interests. "Outside Professional Activities" or

“Moonlighting,” as such terms are used in this Agreement, shall be deemed to include all professional activities utilizing the Physician-in-Training’s medical, research or academic skills, knowledge or information which are performed outside of the Program, whether at the Medical Center’s facilities or otherwise.

5.2 Exceptions/Permission Required. Physician-in-Training is considered a student who has agreed to commit full time effort towards his or her training in the Program. In consideration of all of the foregoing, all consulting activities shall require the prior written consent of the Program Director. The Physician-in-Training may seek approval to engage in such a third party consulting arrangement by submitting a written request and relevant background information to the Program Director. The Director will review the application for general appropriateness and assure that: (a) such activity is consistent with applicable GME guidelines and any restrictions under the Medicare Program; (b) the assignment does not impinge upon the performance or educational obligations of the Physician-in-Training; (c) the Physician-in-Training is assigned to work less than the maximum number of hours as generally prescribed by the Program; and (d) the Physician-in-Training’s professional activities are covered by separately purchased (at no cost to the Medical Center) professional liability insurance and the terms of such insurance comply with Medical Center Policy.

5.3 Privileges and Billing Restrictions. Notwithstanding Paragraph 5.1 above, it is recognized that a Physician-in-Training enrolled in an *ACGME-accredited fellowship program*, may choose, from time to time, to maintain his or her clinical skills in non-subspecialty areas by participating in professional activities that are outside the scope of this Agreement *and outside of the ACGME accredited fellowship program* (“Outside Professional Activities” or “Moonlighting”). If any such “Outside Professional Activities” is engaged in by the Physician-in-Training *at the Medical Center*, appropriate Medical Staff Privileges must be applied for, and granted, in advance of any such Outside Professional Activities. In addition, specific billing restrictions apply to Outside Professional Activities performed at the Medical Center and/or any of its affiliated institutions. The Physician-in-Training hereby agrees to abide by Attachment “G” which is incorporated herein by this reference. Attachment “G” governs billing related to any professional activities engaged in by the Physician-in-Training beyond the scope of this Agreement.

5.4 No Medical Center Liability for Outside Professional Activities or Moonlighting. The Medical Center assumes no legal responsibility for Outside Professional Activities or Moonlighting engaged in by the Physician-in-Training beyond the scope of this Agreement. Professional liability coverage referred to in Article VI, Paragraph 6.3, below, shall not apply to such activities.

5.5 Indemnification. If the Physician-in-Training engages in Outside Professional Activities or Moonlighting beyond the scope of this Agreement, the

Physician-in-Training hereby agrees to indemnify and hold the Medical Center harmless from and against any and all liability arising therefrom.

5.6 Medical Center Has Absolute Right to Amend Article V. Notwithstanding any other provision of this Agreement, the Medical Center reserves the absolute right to change any of the provisions of Article V and all subparagraphs, for any reason, in the Medical Center's sole and absolute discretion.

## **Article VI** **Financial Support and Benefits**

The Medical Center shall provide the Physician-in-Training with adequate financial support and benefits as described below:

6.1 Stipend/Expenses. The Medical Center shall pay to the Physician-in-Training a stipend in the amount of Fifty-seven thousand, five hundred forty Dollars (\$57,546.00) per annum, payable bi-weekly. The Medical Center shall deduct appropriate items including FICA (Social Security) and applicable federal, state, and city withholding taxes, as well as any state disability insurance premiums. Medical Center shall also pay its proportionate share of FICA and other taxes and insurance premiums as required by applicable law. Except as may be permitted pursuant to the provisions of Article V above, such compensation shall be the Physician-in-Training's sole source of compensation. The Physician-in-Training shall not accept from any other source a fee of any kind for services to patients. Except as may be specifically provided pursuant to this Agreement, the Medical Center shall not be obligated to reimburse the Physician-in-Training for any expenses. Without limiting the foregoing, reimbursement of expenses for attending medical or educational conferences shall be provided only to the extent approved in connection with the written Policies of the Program.

6.2 Paid Time Off, Personal, and Medical Leaves of Absence. The Medical Center's Policies regarding paid time off, personal, and leaves of absence for medical or other reasons shall comply with applicable laws, including but not be limited to the Family Medical Leave Act. Copies of such Policies are annexed to this Agreement at Attachment "H" and incorporated by this reference. Without limiting the foregoing, the Physician-in-Training shall be entitled to a total of twenty (20) paid days of paid time off (which include all holidays, vacation and incidental sick days) during the term of this Agreement, which shall be prorated based upon the time spent "in-training" during the term of this Agreement. Such paid time off may be taken only at those times which will not be disruptive to the training schedule of the Program. Such paid time off shall be scheduled and approved by and coordinated with the Director. The stipend described above shall not be paid in the event of any leave of absence (other than an approved paid time off) in excess of one (1) week, except as may be specifically described in the Policies attached to this Agreement or as otherwise provided by applicable law. The Physician-in-Training expressly acknowledges that additional

training after a leave of absence may be needed for successful completion of Program Requirements and/or for Board certification requirements and that the Medical Center may not be obligated to provide such training beyond the expiration of the term of this Agreement as set forth above. The amount of sick leave, leave of absence, or disability time that will necessitate prolongation of the training time for the Physician-in-Training shall be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board. Such determination shall not be subject to the Fair Hearing procedures described at Article IX, below.

6.3 Professional Liability Insurance. The Medical Center shall provide the Physician-in-Training with professional liability insurance coverage in such form and amounts as generally provided by the Medical Center pertaining to Physician-in-Training's activities pursuant to this Agreement. Such coverage may be maintained through a self-insurance program. Such coverage shall be provided without cost to the Physician-in-Training so long as this Agreement remains in full force and effect.

In connection with the professional liability coverage provided by the Medical Center:

(a) The Physician-in-Training agrees to cooperate fully in any investigations, discovery, and defense that arises. The Physician-in-Training's failure to cooperate may result in personal liability. The Physician-in-Training acknowledges that such cooperation may extend beyond the period of actual training of the Physician-in-Training at the Medical Center given the nature of legal proceedings. Physician-in-Training's agreement to cooperate in any investigation, discovery and defense shall survive the term of this Agreement. The Physician-in-Training's agreement is a material inducement to the Medical Center to enter into this Agreement.

(b) If the Physician-in-Training receives, or anyone with whom the Physician-in-Training works or resides receives on his/her behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Physician-in-Training's activities at the Medical Center, the Physician-in-Training agrees to immediately report this receipt to the Medical Center's Risk Management Department and submit the document received to that office.

(c) The Physician-in-Training agrees to cooperate fully with Medical Center Administration, the Medical Center's Risk Management Department, all attorneys retained by the Medical Center, and all investigators, committees, and departments of the Medical Center, particularly in connection with the following: (i) evaluation of patient care; (ii) review of an incident or claim; and/or

(iii) preparation for litigation, whether or not the Physician-in-Training is a named party to that litigation.

(d) If the Physician-in-Training's professional liability coverage is on a "claims made" form, such professional liability coverage shall include adequate insurance coverage for an extended reporting period ("Tail Coverage") for a maximum of seven (7) years.

6.4 Health and Dental Benefits. The Medical Center shall provide to the Physician-in-Training and the Physician-in-Training's legal dependents, group hospitalization and dental insurance. The nature and extent of such coverage, program co-pay, if any, shall be determined by the Medical Center. It is the Physician-in-Training's obligation to select and enroll in the benefit program(s) he/she desires.

6.5 Long Term Disability Insurance. Long term disability insurance is also offered as income protection during the term of this Agreement for illnesses and injury of prolonged duration.

6.6 Life Insurance. During the term of this Agreement, the Medical Center shall provide the Physician-in-Training with a life insurance policy with a death benefit of Ten Thousand Dollars (\$10,000). Supplemental group life and accidental death and dismemberment insurance may be available to the Physician-in-Training. Applications for such insurance shall be made through the Medical Center's Human Resources Dept. The Physician-in-Training's ability to obtain supplemental insurance is conditioned upon the Physician-in-Training meeting the qualifications established by the third party insurer.

6.7 Workers' Compensation and Short Term Disability Insurance. The Physician-in-Training is covered for workers' compensation and State Disability Insurance ("SDI"). The Medical Center may have no responsibility to pay the stipend described above if the Physician-in-Training is receiving workers' compensation benefits.

6.8 Other Medical Center Benefits. Subject to Paragraph 6.11 (Benefit Changes), below, the Physician-in-Training shall be entitled to participate in other Medical Center's benefits and/or benefit plans (e.g., 403(b) Plan, Credit Union), as appropriate, subject to the Physician-in-Training satisfying all eligibility requirements for such benefits and/or benefit plans.

6.9 Confidential Support Services. The Medical Center shall facilitate the Physician-in-Training's access to appropriate and confidential counseling, medical, and psychological support services in accordance with the provisions of the Physician-in-Training Well-Being and Counseling Services described on Attachment "I," attached

hereto, and incorporated by this reference. Notwithstanding any other provisions of this Agreement or the provisions of Attachment "I", the Program Director and the Senior Vice President for Academic Affairs shall have the right to require the Physician-in-Training to participate in the Physician-in-Training Well-Being and Counseling Services as a condition to the Medical Center's continued obligations pursuant to this Agreement.

6.10 Physician Impairment and Substance Abuse Education. The Medical Center agrees to provide the Physician-in-Training with an educational program regarding physician impairment, including substance abuse, and shall inform the Physician-in-Training, via written Policies, of the Medical Center's Policies for handling physician impairment, including impairment related to substance abuse.

6.11 Benefit Changes. The Medical Center reserves the right to modify plan of benefits provided by Medical Center to the Physician-in-Training at any time, subject to compliance with applicable law. Any such change may be made on a prospective basis only upon reasonable notice to the Physician-in-Training.

## Article VII Reappointment

7.1 Term. The term of this Agreement is for a period of twelve (12) months. **Reappointment and/or promotion to the next level of training or the extension of the term of this Agreement is in the sole discretion of the Medical Center.** Without limiting the foregoing, reappointment is expressly contingent upon various considerations, including but not limited to, the following: satisfactory completion of all training components, the availability of a position, satisfactory performance evaluations, completion of mandatory training, full compliance with the terms of this Agreement, the continuation of the Medical Center's and Program's accreditation by the ACGME or other applicable organization, the Medical Center's financial ability, and furtherance of the Medical Center's determination to continue the Program.

7.2 No Option to Renew. Neither this Agreement nor the Physician-in-Training's appointment hereunder constitute an option for the benefit of the Physician-in-Training to renew or extend the Physician-in-Training's appointment or a benefit, promise, or other commitment that the Physician-in-Training will be appointed as a continuing student in the Program for a period beyond the termination date of this Agreement.

7.3 Notice of Non-Reappointment. In the event the Medical Center elects not to reappoint the Physician-in-Training to the Program and this Agreement is not renewed, the Medical Center shall attempt to provide the Physician-in-Training with written notice at least one hundred and twenty (120) days prior to the expiration of the

term of this Agreement; the Medical Center is under no obligation, nor may it be held liable for breach of this Agreement if it fails to provide such advance notice. If the primary reason(s) for the non-reappointment occurs within the one hundred and twenty (120) days prior to the end of this Agreement, the Medical Center shall attempt to provide the Physician-in-Training with as much written notice of the intent not to reappoint as circumstances will reasonably allow prior to the expiration of the term of this Agreement.

7.4 Notice of Non-Promotion. In the event the Medical Center elects to reappoint the Physician-in-Training to the Program, but not to promote him or her to the next level of training, the Medical Center shall attempt to provide such a Physician-in-Training with written notice at least one hundred and twenty (120) days prior to the expiration of the term of this Agreement ; the Medical Center is under no obligation, nor may it be held liable for breach of this Agreement if it fails to provide such advance notice. If the primary reason(s) for the non-promotion occurs within the one hundred and twenty (120) days prior to the end of this Agreement, the Medical Center shall attempt to provide the Physician-in-Training with as much written notice of the intent not to promote as circumstances will reasonably allow prior to the expiration of the term of this Agreement.

**7.5 Non-Reappointment Based on Institutional Factors. When non-reappointment is based on reasons other than the Physician-in-Training's performance or his or her compliance with the terms of this Agreement, such non-reappointments when made by the Medical Center shall be final and not subject to further appeal or review and shall not be subject to the fair hearing process as described on Attachment "J," attached hereto, and incorporated by this reference.**

7.6 Remediation – Non-Reappointment/Non-Promotion Based on Physician-in-Training Factors. When non-reappointment or non-promotion is based on the Physician-in-Training's unsatisfactory performance or noncompliance with the terms of this Agreement, the Medical Center's remediation Policies shall be invoked prior to any such determination being "final." In addition, in the event that a Physician-in-Training receives a written notice of intent not to renew his or her agreement(s) or of intent to renew his or her agreement(s) but not to promote him or her to the next level of training, and such written notice is based on the Physician-in-Training's unsatisfactory performance or noncompliance with the terms of this Agreement or other disciplinary actions that could significantly threaten the Physician-in-Training's intended career development, said Physician-in-Training has the right to invoke and implement the Medical Center's fair hearing process under the Grievance and Due Process Policy as set forth on Attachment "J."

7.6.1 Remediation is an initial course of action to correct deficiencies pertaining to the Physician-in-Training's actions, conduct, or performance, which

if left uncorrected may lead to non-reappointment or disciplinary action, but which are not yet serious enough to form an independent basis for corrective action, termination, or summary suspension.

7.6.2 In the event the Physician-in-Training's performance, at any time, is judged by the Program Director to be unsatisfactory or non-compliant with the terms of this Agreement, the Program Director shall notify the Physician-in-Training, in writing, of the nature of the unsatisfactory or non-compliant conduct or performance and engage in remediation steps determined by the Medical Center to be appropriate, in its sole and absolute discretion.

7.6.3 The Physician-in-Training's failure to comply with the Medical Center's remediation Policy or the continuation of actions, conduct, and/or performance by the Physician-in-Training that are deemed unsatisfactory or non-compliant by the Medical Center, shall be grounds for non-reappointment and/or disciplinary and corrective action.

7.7 Medical Center or Program Closure. In the event that the Medical Center and/or Program is closed or discontinued, all Physicians-in-Training shall be entitled to the following:

7.7.1 Notification of a projected closing date as soon as practicable after the decision to close is made.

7.7.2 Reasonable assistance in finding appointment to another residency program.

7.7.3 Fiscal resources permitting, payment of stipend and benefits up until the conclusion of the term of this Agreement.

7.7.4 Proper care, custody and disposition of residency education records, and appropriate notification to licensure and specialty boards.

7.7.5 In the event the Medical Center or Program closure constitutes a "plant closing" or "mass layoff," the Medical Center shall comply with the Worker Adjustment and Retraining Notification Act, if required by law.

7.8 Reappointment Decisions are not Subject to Complaint or Fair Hearing. The Physician-in-Training shall have the right to a fair hearing only to the extent provided pursuant to the provisions of Attachment "J" to this Agreement.

**Article VIII**  
**Policy and Procedure for Addressing Physician-in-Training Complaints and Concerns**

The Physician-in-Training is encouraged to seek resolution of complaints and other concerns relating to his/ her appointment or responsibilities, including any differences between the Physician-in-Training and the Medical Center with respect to the interpretation of, application of, or compliance with the provisions of this Agreement, according to GME Policy and Procedure Number GME 034 entitled, "Physician-in-Training Complaints and Concerns," attached hereto as Attachment "K" and incorporated herein by this reference.

**Article IX**  
**Corrective Action**

9.1 **General Principles.** During the term of this Agreement, the Physician-in-Training's appointment is expressly conditioned upon satisfactory performance of all Program elements by the Physician-in-Training. If, as determined by the Medical Center, the actions, conduct, or performance, professional or otherwise, of the Physician-in-Training are or may be inconsistent with the terms of this Agreement, the Medical Center's standards of patient care, patient welfare, or the objectives of the Medical Center, or if such actions, conduct, or performance reflects or may reflect adversely on the Program or Medical Center or disrupts operations at the Program or Medical Center, corrective action may be taken by the Medical Center in accordance with its corrective action procedures applicable to Physicians-in-Training as provided in the GME policy 035 "Grievance and Due Process", a copy of which is annexed as Attachment "J".

9.2 **Summary Suspension.** The Senior Vice President for Academic Affairs, or his or her delegate, shall have the authority to summarily suspend, without prior notice, all or any portion of the Physician-in-Training's appointment and/or privileges granted by the Medical Center, whenever he or she determines, in his or her sole discretion, that the continued appointment of the Physician-in-Training places the safety or health of Medical Center patients or personnel in jeopardy or to prevent imminent or further disruption of Medical Center operations. All summary suspensions shall be reviewed in accordance with the provisions of the Disciplinary and Fair Hearing Procedures.

9.3 **Automatic Termination.** Notwithstanding any provision to the contrary, the Physician-in-Training's appointment shall be terminated automatically and immediately upon the suspension, termination, or final rejection of the Physician-in-Training's application for his/her California professional license. In the event of such a

suspension, termination, or final rejection, the Physician-in-Training is obligated to report that fact to the Program Director immediately.

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## Article X Termination

10.1 Early Termination by Physician-in-Training. In addition to the other provisions of this Agreement, the Physician-in-Training may terminate his/her appointment at any time after (i) notice to and discussion with the Program Director; and (ii) at least thirty (30) days' written notice to the Medical Center.

10.2 Credit for Training in the Event of Early Termination. If the Physician-in-Training's appointment is terminated for any reason prior to the expiration of the full term of this Agreement, the Program Director shall recommend to the Medical Center whether or not to extend credit to the Physician-in-Training for participation in the Program. The Program Director is not obliged to recommend that such credit be extended and the Medical Center is not obliged to extend any such credit.

10.3 Effect of Termination or Expiration of Term/ Action. Without limiting any other provision of this Agreement or any of the Physician-in-Training's general obligations to the Medical Center, upon such termination of appointment, the Physician-in-Training shall:

- (a) Receive his/her stipend up to the effective date of such termination, minus any monies owed to the Medical Center, as permitted by law;
- (b) Return to the Medical Center all property owned by it by or before the close of business on the effective date of the termination of the Physician-in-Training's appointment and this Agreement, including but not limited to books, equipment, pager, uniforms; complete all necessary or advisable records; and settle all professional and financial obligations; and
- (c) Take such other actions as may be necessary or advisable pursuant to this Agreement.

All stipend payments and benefits described at Article VI of this Agreement shall be discontinued as of the effective date of any termination of this Agreement, except as otherwise provided by applicable law.

**Article XI**  
**Authorization to Release Information/Hold Harmless**

The Physician-in-Training hereby authorizes and consents to the release of information by the Program Director, the Senior Vice President for Academic Affairs or other physicians involved with Program evaluation of the Physician-in-Training to other hospitals, teaching programs, medical associations, medical staffs, certification boards or other entities or persons seeking to evaluate the Physician-in-Training's professional qualifications, and hereby releases such persons from any and all liability, cost and expense related thereof. Physician-In-Training shall indemnify, hold harmless and defend Medical Center, its directors, officers, agents, employees, representatives, and servants, including, without limitation, the Senior Vice President for Academic Affairs, the Program Director and all other physicians for any damages, expenses and attorneys' fees arising from any claims brought by Physician-In-Training in relation to the release of information performed in accordance with this Agreement. The foregoing shall be in addition to any other release or hold harmless agreement executed now or hereafter by the Physician-in-Training.

**Article XII**  
**Reporting Obligations**

The Medical Center shall comply with the obligations imposed by state and federal law and regulations to report instances in which the Physician-in-Training is not reappointed or is terminated for reasons related to medical disciplinary causes or reasons as contemplated by: (a) Section 805 of the California Business and Professions Code, as amended from time to time; or (b) 45 C.F.R. Part 60, as amended from time to time.

**Article XIII**  
**Miscellaneous**

13.1 **OBRA**. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), as amended from time to time, the Physician-in-Training agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services of the United States or of the United States Comptroller General or any of their authorized agents, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.

13.2 **Entire Agreement**. This Agreement, including the attachments and amendments thereto, contains the entire agreement and understanding between the parties and supersedes all prior agreements relating to the subject matter hereof, and

may be modified only by a written instrument duly authorized and executed by both parties or as provided herein. No oral representations on the part of Medical Center personnel shall constitute an amendment or modification to this Agreement.

13.3 Notices. Any notices related to this Agreement shall be deemed proper if given in writing and hand delivered, sent via a reliable express or overnight delivery carrier, such as Federal Express®, or mailed, registered or certified mail return receipt requested, with all postage or other charges prepaid and addressed to the Medical Center and the Physician-in-Training at the addresses as identified on this Agreement.

13.4 Governing Law/Venue. This Agreement shall be governed by the laws of the State of California. Venue for the resolution of disputes shall be Los Angeles County, notwithstanding the place of the Physician-in-Training's residence, now or hereafter.

13.5 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

13.6 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Medical Center and the Physician-in-Training have executed this Agreement effective as of the date above-stated.

PHYSICIAN-IN-TRAINING,  
an individual

CEDARS-SINAI MEDICAL CENTER,  
a California nonprofit public benefit  
corporation

By: \_\_\_\_\_,

By: \_\_\_\_\_

\_\_\_\_\_  
[Print or Type Name][M.D.][D.O.][D.D.S.]

Shlomo Melmed, M.D.  
Senior Vice President for  
Academic Affairs, Dean of the  
Medical Faculty

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Director,  
Fellowship Training Program

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Attachment "A"

Evidentiary Requirements to Prove Legal Right to Work

**Attachment "B"**

**Code of Organizational Ethics**

Attachment "C"

Anti-Discrimination Policy  
and  
Anti-Sexual Harassment Policy

**Attachment "D"**

**Patent Policy**

**Attachment "E"**

**Scientific Integrity Policy**

**Attachment "F"**

**Dress Code**

## Attachment "G"

### Billing For Moonlighting Physicians-In-Training

1. Services of moonlighting resident(s) and fellow(s) ("Physician-In-Training" or "Physicians-in-Training") furnished to inpatients of hospitals in which the Physician-in-Training approved Graduate Medical Education ("GME") programs are conducted (whether it is the home hospital or an affiliated hospital) are considered to be part of the GME programs and are not separately reimbursable to the Physician-In-Training. Therefore, such services may *not* be billed by the Physician-In-Training or any agent thereof.
  
2. Services of moonlighting Physicians-in-Training furnished in a hospital outpatient or emergency department of the hospitals in which the Physician-in-Training approved GME programs are conducted may be billed *if* the following conditions are met:
  - (a) The Services are not related to the Physician-in-Training approved GME program and the time involved is not counted by the hospital for purposes of its GME payments.
  
  - (b) The services are furnished pursuant to a contract that requires that:
    - The Physician-in-Training is fully licensed to practice under the law of the State in which the services are furnished;
    - The services are identifiable services to individual patients that qualify as billable physician services;
    - The services can be separately identified from services that are required for the Physician-in-Training GME program.
  
  - (c) The billing office must obtain a copy of each such contract and furnish it to the Medicare Part B carrier before billing for the moonlighting Physician-in-Training services.
  
3. Services of moonlighting Physicians-in-Training that are not part of an approved GME program which are furnished in a setting that is not part of the residency program (e.g., physician offices, nursing homes, hospitals that are not affiliated with the program) are not considered to be part of the Program and may be separately reimbursable to the Physician-In-Training as physician services subject to all applicable coverage and reimbursement rules and regulations.

4. Teaching physicians may not bill for supervising moonlighting Physicians-in-Training because the services are, by definition, outside the residency program and the teaching physician rules do not apply.

**Attachment "H"**

**Policies Regarding Leave**

Attachment "I"

Physician-in-Training Well-Being and Counseling Services

Attachment "J"

GME Policy 035 Grievance and Due Process

**Attachment "K"**

**"Physician-in-Training Complaints and Concerns"**  
**GME Policy and Procedure Number GME 034**