

**CITY OF HOPE NATIONAL MEDICAL CENTER
PHYSICIAN-IN-TRAINING AGREEMENT (ACGME)**

This PHYSICIAN-IN-TRAINING AGREEMENT ("Agreement") is by and between **City of Hope National Medical Center**, ("City of Hope"), a California nonprofit public benefit corporation, and <<FirstName>> <<MiddleName>> <<LastName>>, <<Credentials>> a PGY-<<PGY>> individual ("Physician-in-Training" or "Trainee"), is effective as of <<StartDate>>, and is with reference to the following facts and governed by the following provisions:

RECITALS

A. City of Hope is the owner and operator of a general acute care hospital located at 1500 East Duarte Road, Duarte, California 90010-3000 and has been designated by the National Institute of Health's National Cancer Institute as a Comprehensive Cancer Center. City of Hope is either a sponsoring institution or an affiliating institution with respect to several graduate medical education training programs, accredited by the Accreditation Council for Graduate Medical Education ("ACGME").

B. For purposes of this document, the term "Trainee" includes an individual enrolled in an ACGME-accredited residency or fellowship program and may be commonly known as a Physician-in-Training, a Resident or a Fellow.

C. Trainee is a graduate of a medical school approved by the Liaison Council on Medical Education ("LCME") or has met the requirements established by the Medical Board of California ("MBC") for unrestricted participation in a graduate medical education program in the State of California.

D. Trainee desires to receive postgraduate training at City of Hope in <<Program>> ("Training Program").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, City of Hope and Trainee agree as follows:

AGREEMENT

1. APPOINTMENT

1.1 Purpose. City of Hope and Trainee agree that the primary purpose of Trainee's appointment is the educational experience provided to Trainee in the Training Program.

1.2 Status of Trainee. Notwithstanding any other provision of this Agreement, the parties acknowledge and agree that this Agreement does not create, and shall not be interpreted to create, an employment relationship between City of Hope and Trainee. City of Hope has no role in Trainee's clinical decision-making. With regard to clinical decisions and clinical activities, Trainee reports to, and takes direction from, only the Director of the Training Program ("Program Director") and from Trainee's supervising teaching physicians ("Supervising Faculty").

1.3 Term. Subject to the initial and continuing conditions set forth in this Agreement, City of Hope has offered and Trainee has accepted appointment to the Training Program. This Agreement, and Trainee's appointment, is for a one-year period, beginning <<StartDate>> ("Commencement Date") through <<EndDate>> ("Expiration Date"), hereinafter referred to as the "Appointment Period", and is subject to earlier termination as provided herein.

1.4 Conditions of Appointment. As a condition precedent to Trainee's appointment and City of Hope's obligations under this Agreement, Trainee shall provide to City of Hope's Graduate Medical Education ("GME") Office, at least sixty (60) days prior to the Commencement Date, a completed and signed Trainee application, accompanied by all documentation requested, and further information that City of Hope may request, to include without limitation, the following:

- (a) Proof of right to work in the United States;
- (b) Licensing:
 - (i) If Trainee is a U.S./Canadian Medical School Graduate,
 - i. For Trainees who are residents in years one (1) through three (3) of an ACGME accredited program, Trainee will take and pass the United States Medical Licensing Examination (USMLE), Part III, and Trainee has (or will obtain, within one hundred eighty (180) days from the Commencement Date) a postgraduate training license from the Medical Board of California (MBC).
 - ii. For Trainees who have completed at least three (3) years of training in an ACGME accredited program, Trainee will obtain licensure from the MBC within ninety (90) days of Trainee's fourth (4th) year of training in an ACGME accredited program.
 - (ii) If Trainee is an International Medical School Graduate, Trainee will provide an original, current, and valid Certificate from the Education Committee of Foreign Medical Graduates ("ECFMG"), and
 - i. For Trainees who are residents in years one (1) through three (3) of an ACGME accredited program, Trainee has (or will obtain, within one hundred eighty (180) days from the Commencement Date) a postgraduate training license from the MBC.
 - ii. For Trainees who have completed at least three (3) years of training in an ACGME accredited program, Trainee will obtain licensure from the MBC within ninety (90) days of Trainee's fourth (4th) year of training in an ACGME accredited program.
 - iii. 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 City of Hope.
- (c) Documented evidence of completion of a pre-appointment physical examination and/or health screening with medical clearance to verify that all required immunizations have been received and that Trainee is in sufficient physical and mental condition to perform the essential functions and activities of the Program;
- (d) Verification of attendance of City of Hope's Trainee orientation program and associated required in-service.
- (e) Written acknowledgment of Trainee's receipt of, or access to, the City of Hope GME Handbook, the Rules and Regulations of the City of Hope Medical Staff and pertinent portions of the City of Hope Medical Staff Bylaws, and Trainee's agreement to comply with and be bound by the terms thereof.

1.5 Additional Year Appointment. Appointment to an additional year in the Training Program, if any, is accomplished by affirmative recommendation from the Program Director and concurrence of the Graduate Medical Education Committee (GMEC). It is the Trainee's responsibility to clarify with the Program Director whether the Program intends to offer an appointment to Trainee for any additional year(s). The Appointment Period may be extended only by mutual consent of both Trainee and City of Hope, as evidenced in a writing signed by both parties.

2. TRAINEE DUTIES, OBLIGATIONS AND RESPONSIBILITIES

2.1 Trainee agrees to:

A. Comply with the terms and conditions of this Agreement; the GME Handbook and GME Policies and Procedures; the relevant City of Hope Medical Staff Bylaws, Rules and Regulations and Medical Staff Policies, including, but not limited to, the Well-Being Policy (collectively, "Medical Staff Bylaws"); relevant City of Hope patient-care related and applicable policies and procedures, including but not limited to the City of Hope Harassment and Reasonable Accommodations Policy; City of Hope ACGME GME Trainee Duty Hours Policy; City of Hope Corporate Compliance Plan and Code of Conduct; the Medical Board of California rules and regulations; the standards and recommendations of The Joint Commission ("TJC"); ACGME standards and requirements; and such other policies, procedures and/or requirements as City of Hope deems relevant and necessary.

B. Report to, and take direction from, only the Program Director and Supervising Faculty regarding Trainee's clinical decision-making and clinical activities aimed to provide quality medical care to patients.

C. Fulfill performance expectations as set forth in the training manual specific to Trainee's Program, and fulfill other Training Program responsibilities as assigned by the Program Director.

D. Participate in effective, safe and compassionate patient care under the supervision of the Program Director and Supervising Faculty commensurate with Trainee's level of advancement and responsibility.

E. Present a courteous and respectful attitude toward patients, colleagues, employees, staff and visitors and refrain from conduct which is disruptive or detrimental to the operations of City of Hope.

F. Develop a personal program of self-study and professional growth under the guidance of the Program Director and Supervising Faculty.

G. Notify immediately the Program Director and/or Supervising Faculty if Trainee is unable to fulfill his or her assigned duties for any reason.

H. Develop an understanding of ethical, socioeconomic, and medical/legal issues that affect the provision of cost effective patient care and medical practice consistent with the Training Program's policies and procedures.

I. Respect and maintain the confidentiality of all Protected Health Information (PHI) of City of Hope patients in accordance with California's Confidentiality of Medical Information Act ("COMIA", Civil Code Section 56, et. seq.) and with the Health Insurance Portability and Accountability Act ("HIPAA") and the Privacy Regulations promulgated thereunder. Trainee acknowledges that medical records and charts created at City of Hope remain the property of City of Hope.

J. Participate fully in the educational and scholarly activities of the Training Program, including the performance of research activities as assigned by the Program Director and as otherwise required by the ACGME for completion of training requirements, attend all required educational conferences, assume responsibility for teaching and supervising other trainees (as applicable), and participate in assigned City of Hope committee activities.

K. Cooperate fully with City of Hope and with the Program Director in coordinating and completing ACGME, and other applicable accreditation submissions and activities, including the legible and timely completion of patient medical records, charts, reports, time cards, statistical operative and procedure

logs, Supervising Faculty and Program evaluations, and any other documentation required by the ACGME, other accrediting bodies, City of Hope, GME, the clinical Department and/or the Training Program.

L. Apply cost containment, resource management, quality improvement, clinical guidelines and other principles in the provision of patient care consistent with the policies of City of Hope, the clinical Department to which the Trainee is assigned and the Training Program.

M. Identify (in self and others) physician impairment from fatigue, drugs, depression, or other causes, and seek help for yourself and others. Submit to periodic (post-appointment) health examinations and supplementary tests, which may include tests for substance abuse, as are deemed necessary or advisable to ensure that Trainee is physically, mentally, and emotionally capable of performing the essential duties of the Program.

N. Follow OSHA and CDC recommendations. OSHA and CDC assume that every direct contact with a patient's blood and other body substances is infectious and requires the use of protective equipment to prevent exposures to the health care provider; such protective equipment, including gloves, masks, face shields and cover gowns, are provided to the Program by City of Hope.

O. Continue to meet City of Hope's and State standards for immunizations; results of all examinations shall be provided to City of Hope's Employee Health Services Department.

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

Q. Cooperate fully with all City of Hope GME and Training Program surveys, evaluations, reviews, and quality assurance and credentialing activities.

R. Cooperate fully with City of Hope Administration in connection with the evaluation of appropriate discharge and post-care instructions for City of Hope patients.

S. Report immediately to the clinical Department Chair any inquiry by any private or government attorney or investigator or any inquiry by any member of the press. Trainee agrees not to communicate with any inquiring attorney or investigator or any member of the press except to refer such persons to the City of Hope Office of General Counsel.

T. Notify the City of Hope GME Office, by telephone at (626) 218-6010, or by e-mail at ksilva@coh.org of any change in Trainee's contact information and/or mailing address.

3. CITY OF HOPE RESPONSIBILITIES.

3.1 City of Hope agrees, to the best of its ability, to:

A. Provide and maintain an accredited or otherwise recognized GME Program in the specialty in which Trainee is appointed.

B. Provide a suitable environment for Trainee's training experience, including food services; sleeping quarters; information support services (including counseling, medical, and psychological support services); security; uniforms; protective equipment.

C. Provide professional liability insurance coverage to Trainee with respect to Trainee's authorized activities within the Training Program. Such coverage will include legal defense and protection against

awards from claims reported or filed after completion of the Training Program if the alleged acts or omissions of the Trainee are authorized, within the scope of the Training Program.

3.2 Through the Program Director, City of Hope agrees to:

A. Define the specific knowledge, skills, attitudes and educational experiences required in order for Trainee to demonstrate compliance with ACGME competencies as defined by the applicable specialty or sub-specialty Training Program.

B. Permit Trainee to engage in any professional activities at City of Hope for which he/she is qualified as approved by the Program Director and Supervising Faculty.

C. Provide Trainee with feedback on a regular basis, and formal evaluations on a periodic basis, regarding Trainee's academic progress and general performance consistent with ACGME requirements.

D. Monitor Trainee's duty hours in accordance with City of Hope ACGME GME Trainee Duty Hours Policy, consistent with ACGME requirements.

E. Furnish, upon Trainee's satisfaction of Program's requirements, evidence of completion of the Training Program.

4. OUTSIDE PROFESSIONAL ACTIVITIES OR MOONLIGHTING

4.1 General Prohibition Against Outside Professional Activities. Outside professional activities, moonlighting and "extra work for extra pay" as such terms are used in this Agreement (collectively, "Outside Professional Activities") include all professional activities utilizing the Trainee's medical, research, or academic skills, knowledge or information which are performed outside of the Program, whether at City of Hope facilities or otherwise. Trainee's participation in any Outside Professional Activities are subject to City of Hope's policies and procedures, including, without limitation the GME Trainee Moonlighting policy. As a specific condition to City of Hope's obligations under this Agreement, Trainee shall not engage in Outside Professional Activities which conflict with City of Hope interests.

4.2 No City of Hope Liability for Outside Professional Activities or Moonlighting. City of Hope assumes no legal responsibility for Outside Professional Activities engaged in by the Trainee beyond the scope of this Agreement. Professional liability coverage referenced above in Section 3.1(C) does not apply to such activities.

4.3 Indemnification. If Trainee engages in Outside Professional Activities beyond the scope of this Agreement, Trainee hereby agrees to indemnify and hold City of Hope harmless from and against any and all liability arising there from.

5. FINANCIAL SUPPORT AND BENEFITS

5.1 Stipend/Expenses. During the Appointment Period, City of Hope shall pay to Trainee an annual stipend in the amount of (**<<Compensation>>**), paid in installments at such times and in such amounts as are consistent with City of Hope's regular payroll practices for exempt physician employees. Any and all compensation payable to Trainee pursuant to this Agreement shall be subject to federal and state income tax withholdings, and all other payroll deductions as are required by federal, state or local law. Except as may be permitted pursuant to the provisions of Section 4.2 above, such compensation shall be Trainee's sole source of compensation. Trainee shall not accept from any other source of fee of any kind for services to patients. Except as may be specifically provided pursuant to this Agreement, City of

Hope shall not be obligated to reimburse Trainee 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 City of Hope applicable to Trainees.

5.2. Paid Time Off, Personal and Medical Leaves of Absence. During the Appointment Period, Trainee shall be eligible to participate in City of Hope-approved time off (e.g., vacation, sick and personal days) in accordance with City of Hope's GME policies and procedures, including, but not limited to, the ACGME Trainee Leave policy. Trainees are entitled to a total of 25 days of paid time off (which includes 20 vacation days and 5 incidental sick days) during the term of this Agreement, which shall be pro-rated based upon the time spent "in-training" during the term of this Agreement. Such paid time off may be taken only at those times that 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 Program Director. Trainees are eligible for a paid leave for a qualifying reason that is consistent with applicable laws. Information regarding qualifying events as well as time allotment can be found in the ACGME Trainee Leave policy.

5.3 Health and Welfare Benefits. During the Appointment Period, Trainee and their eligible dependents shall be eligible to participate in City of Hope's health and welfare benefits (including medical, dental, vision, life, AD&D, short- and long-term disability insurance) under City of Hope's Trainee and Affiliate Benefit Program.

5.4 Other City of Hope Benefits. Subject to Section 5.5 below, Trainee shall be entitled to participate in other City of Hope benefits and/or benefit plans (e.g., Rideshare, voluntary retirement plan), as appropriate, subject to the Trainee's satisfying all eligibility requirements for such benefits and/or benefit plans. Trainee shall also be entitled to participate in select City of Hope continuing medical education courses, seminars and conferences, as determined by City of Hope.

5.5 Benefit Changes. Unless otherwise provided herein, Trainee's participation in City of Hope's approved time-off and other benefit plans or programs shall be subject to the terms and conditions of said plans or programs including, without limitation, City of Hope's right to amend, revise, terminate or replace the plans or programs at any time in its sole discretion and without notice to participants. Any reduction, alteration or enhancement of the benefit plans and programs shall not be deemed to be a breach of this Agreement by City of Hope.

6. REAPPOINTMENT TO TRAINEE PROGRAM

6.1 Reappointment. Reappointment under this Agreement is in the sole discretion of City of Hope and subject to City of Hope's policies and procedures, including without limitation, the GME Evaluation and Promotion policy.

6.7 City of Hope's Program Closure or Reduction in Size City of Hope may close, discontinue, or reduce the size of a Program as set forth in City of Hope's policies and procedures, including, without limitation the ACGME – Closure or Reduction in Size policy.

7. TRAINEE COMPLAINTS AND CONCERNS

Trainee is encouraged to seek resolution of complaints and other concerns relating to his/her appointment or responsibilities, including any differences between Trainee and City of Hope with respect to the interpretation of, application of, or compliance with the provisions of this Agreement in accordance with City of Hope's Trainee Grievance and Due Process Policy.

8. REMEDIATION ACTION

8.1 General Principles. During the term of this Agreement, Trainee's appointment is expressly conditioned upon satisfactory performance of all Training Program requirements. If, as determined by City of Hope, the actions, conduct, or performance, professional or otherwise, of Trainee are or may be inconsistent with the terms of this Agreement, City of Hope's standards of patient care, patient welfare, or the objectives of City of Hope, or if such actions, conduct, or performance may reflect adversely on, or disrupt the operations of, the Training Program or City of Hope, remediation action may be initiated by City of Hope in accordance with its Trainee Grievance and Due Process Policy .

8.2 Summary Suspension. The Designated Institutional Official (DIO), or his/her designee, shall have the authority to summarily suspend from the Program, without prior notice, all or any portion of Trainee's appointment and responsibilities at City of Hope whenever the DIO or designee determine, in his/her sole discretion, that the continued appointment of Trainee places the safety or health of City of Hope patients or personnel in jeopardy, or to prevent imminent or further disruption of City of Hope operations.

8.3 Automatic Termination. Notwithstanding any provision to the contrary, Trainee's appointment shall be terminated automatically and immediately upon the suspension, termination, or final rejection of Trainee's application for a California professional license. In the event of such a suspension, termination, or final rejection, Trainee acknowledges his/her obligation to report it to the Program Director immediately.

9. TERMINATION

9.1 Early Termination by Trainee. In addition to the other provisions of this Agreement, Trainee 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 City of Hope.

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

9.3 Early Termination by City of Hope. City of Hope may terminate this Agreement and the appointment at any time with written notice to Trainee.

9.4 Effect of Termination or Expiration of Term/Action. Without limiting any other provision of this Agreement, or any of Trainee's general obligations to City of Hope upon such termination or expiration of appointment, Trainee shall:

- (i) Receive Trainee's stipend up to the effective date of such termination, minus any monies owed to City of Hope, as permitted by law;
- (ii) Return all City of Hope property by or before the close of business on the effective date of the termination or expiration of Trainee's appointment, including but not limited to: ID badge, books, equipment, pager, uniforms;
- (iii) Complete all necessary or advisable records;
- (iv) Settle all professional and financial obligations; and
- (v) Take such other actions as may be necessary or advisable pursuant to this Agreement.

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

10. TRAINEE'S AUTHORIZATION TO RELEASE INFORMATION/HOLD HARMLESS

Trainee hereby authorizes and consents to the release of information by the Program Director, the Designated Institutional Official (DIO), the Director of GME & Clinical Training or other physicians involved with Training Program evaluation of Trainee to other hospitals, teaching programs, medical associations, medical staffs, certification boards or other entities or persons seeking to evaluate Trainee's professional qualifications, and hereby releases such persons from any and all liability, cost and expense related thereto. Trainee shall indemnify, hold harmless and defend City of Hope, its directors, officers, agents, employees, representatives, and servants, including without limitation, the DIO, Director of GME & Clinical Training, the Program Director, Supervising Faculty and all other members of the City of Hope Medical Staff, for any damages, expenses, and attorneys' fees arising from any claims brought by Trainee 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 Trainee.

11. REPORTING OBLIGATIONS

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

12. MISCELLANEOUS

12.1 Cooperation in Disposition of Claims. If Trainee receives, or anyone with whom Trainee 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 Trainee's activities at City of Hope, Trainee agrees to immediately report this and to provide a copy of the document(s) to City of Hope's Office of General Counsel. Trainee agrees to cooperate fully in investigations, discovery and defense that arise in response to allegations or claims whether or not Trainee is a named party to the litigation. Trainee acknowledges that such cooperation may extend beyond the period of actual training at City of Hope, and therefore, Trainee's agreement to cooperate in any investigation, discovery and defense shall survive the term of this Agreement.

12.2 Certification – No Debarment. Trainee represents and warrants to City of Hope that prior to the effective date of this Agreement, and during the term and all extensions and renewals hereof, Trainee (i) has not been and will not be reprimanded, sanctioned or disciplined by any licensing board or medical specialty board, and (ii) has not been and will not be excluded or suspended from participation in, or sanctioned by, any state or federal health care program, including without limitation the Medicare or Medi-Cal programs.

12.3 Use of City of Hope Name. Trainee shall have no right to identify City of Hope as an employer or supervisor or otherwise to use the name, logos or trademarks of City of Hope or of City of Hope's affiliates without City of Hope's prior written consent, which consent City of Hope may withhold in its sole discretion, provided, however, that Trainee may identify himself or herself as a Trainee in the Program at City of Hope during the term of this Agreement and may, upon completion of the Program, include completion of the Program at City of Hope on his or her CV.

12.4 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 City of Hope and Trainee at the addresses below or such other address for which the party gives notice hereunder.

If to City of Hope:

City of Hope National Medical Center
<<Credentials>>
1500 East Duarte Road
Duarte, California 91010
Phone: 626-218-3889

Attention: Kimberly A. Silva, C-TAGME
Sr. Manager, Graduate Medical Education

If to Trainee:

<<FirstName>> <<MiddleName>> <<LastName>>,
<<Street>> <<Street2>>
<<City>>, <<State>> <<ZipCode>>

Address update:

12.5 Governing Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for the resolution of disputes shall be in Los Angeles County, California, notwithstanding Trainee’s place of residence, now or hereafter.

12.6 Entire Agreement

This Agreement, together with all exhibits and attachments and any amendments thereto, constitutes the entire agreement and understanding between the parties regarding participation in the Training Program, and supersedes all prior and contemporaneous agreements, proposals, understandings, representations, warranties, promises and other communications, whether oral or written, with respect to such subject matter. This Agreement may be modified only by a writing signed by authorized representatives of both parties.

12.7 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.

12.8 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.

12.9 No Restrictive Covenants.

Neither City of Hope as a sponsoring institution, nor its training programs, require Trainees to sign a non-competition guarantee.

12.10 Trainee Acknowledgement

Trainee acknowledges and understands that he/she is required and responsible for accessing the City of Hope GME Handbook and GME Policies and Procedures on the GME website available through the City of Hope intranet. Trainee’s signature certifies that he/she agrees to read and abide by the information contained in the GME Handbook and GME Policies and Procedures.

The parties now execute this Physician-in-Training Agreement effective as of the date first written above.

City of Hope National Medical Center
("City of Hope")

<<FirstName>> <<MiddleName>>
<<LastName>>, <<Credentials>> ("Trainee")

By: _____
Vijay Trisal, M.D.
Chief Medical Officer

By: _____
<<FirstName>> <<MiddleName>>
<<LastName>>, <<Credentials>>

Date: _____

Date: _____

By: _____
Chandana Banerjee, M.D.
Designated Institutional Official
Graduate Medical Education

Date: _____

SAMPLE