

FELLOW EMPLOYMENT AGREEMENT

AGREEMENT made this 30th day of **August 2021**, by and between ROCHESTER GENERAL HOSPITAL, 1425 Portland Avenue, Rochester, New York 14621 (“Hospital”) and [FELLOW NAME], [TITLE] (“Fellow”) for the purposes of graduate medical education.

WHEREAS, Hospital is a not-for-profit, tax-exempt corporation organized and existing under the laws of the State of New York and operating a general hospital in Rochester, New York; and, Hospital sponsors the Rochester General Hospital **Cardiovascular Disease Fellowship Program** (the "Fellowship Program"); and, Fellow has graduated from an accredited medical/dental/podiatric school and meets the qualifications for fellow eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the American Medical Association Graduate Medical Education Directory ACGME/ CODA/CPME and Hospital's Fellow Selection Policy; and, Hospital desires to retain Fellow as an employee in its Fellowship Program; and Fellow desires to accept such employment; NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is hereby agreed by and between the parties as follows:

I. Terms of Employment

Hospital hereby employs Fellow as a **Program Year 4** fellow in the Fellowship Program and Fellow hereby agrees to accept such employment, subject to the terms and conditions of this agreement. The Rochester General Hospital Cardiovascular Disease Fellowship Program is a 3–year fellowship program. Fellow will receive a renewed contract for each subsequent year, provided that all performance expectations are met. This contract supersedes any prior contracts for the same purpose and covering the same time period.

Fellow's employment as a fellow in the Fellowship Program shall become effective on **July 1, 2022** and shall remain in full force and effect until **June 30, 2023**, unless sooner terminated as provided herein. Fellow's appointment as a fellow in the Fellowship Program may be renewed at the end of its initial or a renewal term in accordance with the procedures for such reappointment set forth in Institution's Fellow Promotion Policy, and/or the policies and procedures of the fellowship program to which Fellow is assigned.

Fellow's appointment and employment as a fellow in the Fellowship Program is contingent upon successful completion and passing of a Drug and Alcohol Screen and Criminal Background Check.

During the term of Fellow's employment hereunder, Fellow shall receive an annualized stipend in the amount of \$ [SALARY].00, payable in 26 equal periodic installments in accordance with Hospital's usual payroll practices. Hospital shall withhold from these payments to Fellow such amounts as may be required to be withheld by employers under any federal, state or local law and shall remit the same to proper agencies or otherwise deposit the same as required by law or regulation.

II. Duties of Fellow

The duties of Fellow under this Agreement, under the general supervision of appropriately privileged attending teaching staff physicians, shall be as follows:

Fellow Assignment: As a **Program Year 4** fellow in the Fellowship Program, and in addition to those duties required under this Agreement, Fellow shall carry out those duties described in the Resident Manual, a copy of which has been provided to Fellow electronically, and those duties specified in the policies and procedures of the fellowship program to which Fellow is assigned. Such duties shall include, but are not limited to, participation in medical staff, department and committee meetings and affairs, and in Hospital's quality assurance programs.

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Participation in Education Programs: Fellow shall participate in the educational activities of the Fellowship Program and, as appropriate, assumption of responsibility for teaching and supervising other fellows and students, and participation in Hospital's orientation and education programs and other activities involving the clinical staff.

Non-Discrimination: Fellow shall provide services to all patients, regardless of race, color, religion, gender, national origin, physical or mental disability, sexual orientation or source of payment, provided that those patients desire treatment by Fellow. Fellow shall comply with Hospital's policies with respect to the provision of charity care. "Neither party shall discriminate on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, criminal conviction, and/or any other category or characteristic protected by law."

Best Efforts: Fellow shall perform clinical activities in accordance with his/her level of training as defined by the fellowship program. Fellow shall use his or her best efforts to deliver high quality, safe, effective and compassionate patient care services, to promote compassion and understanding in the treatment of all his or her patients and to develop an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and how to apply cost containment measures in the provision of patient care.

Standard of Care: Fellow agrees that he or she will at all times, faithfully, industriously, and to the best of his or her ability, experience and talent, perform all the duties required of and from him or her under the terms of this Agreement. Fellow shall maintain a level of professional practice and conduct commensurate with community professional standards and comparable to that required of members of Hospital's medical staff. He or she shall independently perform only those procedures that have been approved by the Director of the Fellowship Program in accordance with the Institution's Policy for Supervision and Credentialing.

III. Compliance with Institutional and Legal Regulations

Fellow shall perform all his or her services hereunder in accordance with the policies and procedures of Institution in effect during the term of this Agreement including, but not limited to, Drug, Alcohol and Substance Abuse, Physician Impairment, Sexual Harassment, and Professional Misconduct.

Fellow shall perform all his or her services in compliance with all applicable federal and state laws, rules, regulations and agency directives; with the applicable standards of the Joint Commission on the Accreditation of Healthcare Organizations; with the ethical and professional standards of the American Medical Association and his or her specialty board; and with all currently accepted and approved methods and practices of his or her medical specialty.

Duty Hours shall conform to the New York State and ACGME Work Hours Regulations per the Institution's Work Hours Policy.

IV. Fringe Benefits

Hospital shall provide Fellow with uniforms, scrubs, and on-call room access in Hospital.

Hospital shall provide Fellow with the medical malpractice insurance coverage required by Section IX of this Agreement.

Hospital shall provide Fellow with such other employee benefits including, but not limited to, a contribution to health insurance and disability insurance. Detailed benefits information can also be found in the RRH Benefit Decision Guide. Leaves of Absence will be provided in accordance with New York State law and RRH policies. Information about applicable retirement benefits are available in Workday or may be obtained from Fellow's Human Resources Representative.

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Hospital shall provide the Fellow with four weeks paid vacation per academic year. Vacation benefits are detailed in the RRH Vacation Policy located in Workday. Any additional time away from the program may need to be made up per individual certification requirements as detailed in the Resident and Fellow Manual and in each program's policy manual.

V. Billing and Collecting

Fellow hereby assigns to Hospital all claims for payment for services rendered to patients under this Agreement. Hospital and Fellow agrees that only Hospital will bill and receive any fees or charges for the services of Fellow furnished to patients during the term of this Agreement. Fellow shall not be entitled to, and shall not seek, any compensation or benefits, other than that specified in Section V of this Agreement.

Hospital shall provide all billing, collection and related accounting services required in connection with the provision of Fellow's services hereunder, pursuant to the assignment in Paragraph A of this Section. Hospital shall retain all amounts collected above and beyond the amounts remitted to Fellow as compensation and benefits under Section V of this Agreement.

Fellow shall provide Hospital with such information about services rendered to patients, and in such form, as shall be required by Hospital to accurately and completely fulfill its billing and collection responsibilities hereunder.

Fellow and Hospital shall cooperate as reasonably requested in the completion of third party reimbursement forms.

VI. Medical Records

Fellow shall generate medical records in a form and within times required by Hospital under its medical staff bylaws, rules and regulations.

All medical records and reports generated by Fellow under this Agreement shall be the property of Hospital. Fellow shall have access to such records for use in fulfilling his or her professional obligations hereunder.

VII. Termination of Employment

Fellow shall give Hospital at least one hundred twenty (120) days advance written notice of his or her intent not to renew his or her fellowship. In the event of renewal of Fellow's appointment as a fellow in the Fellowship Program, this Agreement shall be renewed for the term of such reappointment.

- A. The Fellowship Program shall provide four months written notice of intent not to renew the Fellowship Agreement, as circumstances permit. In the event of termination or non-renewal of a Fellow's appointment, the Fellow is entitled to appeal such action according to the Resident Appeal Policy which can be found in the Resident Manual.
- B. Employment may be terminated by Hospital upon the occurrence of any of the grounds for termination of such appointment and employment set forth in Hospital's Resident Manual, other relevant Hospital personnel policies, and/or the policies and procedures of the fellowship program to which Fellow is assigned, in accordance with the terms and conditions set forth therein.

Fellow's appointment and employment as a fellow in the Fellowship Program may be terminated by Hospital immediately upon written notice to Fellow if, for any reason, Fellow ceases to be present at Hospital, except because of vacation, education leave, or other authorized absence listed in Hospital's Human Resource Policies.

In the event Fellow's employment as a fellow in the Fellowship Program is terminated under Paragraphs VII(A), or (B) prior to its expiration under Section I hereof, Hospital shall pay Fellow his or her stipend under Section I through the termination date, but shall have no further obligation to make any payments hereunder.

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VIII. Supervision and Evaluation of Fellow

As a fellow in the Fellowship Program, Fellow shall be subject to the supervision of and be accountable to those individuals specified by the policies and procedures of the fellowship program to which Fellow is assigned.

Fellow shall be evaluated regularly in accordance with the schedule and procedures of the fellowship program to which Fellow is assigned. The fellowship program shall keep such evaluations confidential, except to the extent required by federal or state law or regulation or by accreditation standards applicable to Hospital and its fellowship programs.

Any complaints of sexual harassment and/or other inappropriate behavior relating to Fellow shall be addressed in accordance with the procedures outlined in Hospital's Human Resource Policy which can be found in the Resident Manual.

IX. Liability Insurance

In accordance with section IV of this Agreement, Hospital shall provide Fellow with professional liability coverage in at least the minimum amounts required by the Hospital's governing body for its employed physicians, or as may otherwise be required to be provided by Hospital for Fellow pursuant to applicable federal or state laws. This includes litigation that may be initiated after a fellow leaves the program as long as the fellow was performing activity within the scope of the program at the time of the alleged event. The Hospital assumes no financial responsibility for any professional liability insurance relating to coverage of any incidents not occurring within the scope and during the period of Fellow's employment pursuant to this Agreement.

X. Moonlighting

Fellow shall devote his or her efforts exclusively to his or her responsibilities under this Agreement as a fellow in the Fellowship Program and shall not engage in any other professional practice without the express written consent of the Fellowship Program Director. The Program Director will not approve any other professional practice that will or might interfere with the fulfillment by Fellow of his or her responsibilities under this Agreement, or result in a violation of state or federal regulations limiting the number of hours Fellow may work in a defined time period.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

By: _____ Date: _____
[FELLOW NAME], [TITLE]

By: _____ Date: _____
Mohan Rao, MD
Program Director
Cardiovascular Disease Fellowship Program
Rochester General Hospital

By: _____ Date: _____
Christina Goodermote, MBA, EdD
Director, Medical Education
Rochester Regional Health