

**AGREEMENT BETWEEN
RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER
AND
RESIDENT PHYSICIAN IN
GRADUATE MEDICAL EDUCATION
RESIDENCY PROGRAM**

This Graduate Medical Education (GME) Appointment / Employment Agreement is made and entered into by and between Resident Physician (Resident), _____, and Riverside University Health System-Medical Center (RUHS-MC), located at 26520 Cactus Avenue, Moreno Valley, California, on behalf of the County of Riverside, a political subdivision of the State of California.

WHEREAS, Resident has been accepted for enrollment in an RUHS-MC Graduate Medical Education Residency Program (Program); and

WHEREAS, the Program is sponsored by the County of Riverside, RUHS-MC engaged in providing acute care hospital medical care services; and

WHEREAS, institutions, organizations, and agencies, including acute care hospitals, that offer accredited programs in GME must assume responsibility for the educational validity of all such programs; and

WHEREAS, GME requires that the Resident be involved directly in providing patient care under supervision in an institution that accepts responsibility for the quality of its education programs; and

WHEREAS, satisfactory completion of this one year of training is necessary for the receipt of a training completion certificate or advancement to the next level of the Program; and

WHEREAS, the activities of the Resident in the Program are recommended by the Accreditation Council for Graduate Medical Education (ACGME) and their specialty committees and specialty boards that govern medical education; and

WHEREAS, during Program training, the Resident will receive an annual salary and additional educational support, the amount of which is not related to the nature of services the Resident renders or the number of hours spent in patient care;

WHEREAS, excellence in patient care must not be compromised or jeopardized by the needs and prerogatives of the Program nor should the educational mission be compromised by an excessive reliance on the Resident to fulfill RUHS-MC patient-care service obligations;

NOW THEREFORE the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

1.0 Appointment

1.1 Duration of Appointment: This Agreement is effective for the period of this contract which extends from _____ through _____.

1.2 Name of GME Program: Resident is enrolled in the _____ Residency Program.

1.3 Level of Training: Resident is at GME Level _____.

2.0 Administration

The Director of Medical Education and the Program Director for the GME Program shall administer this contract on behalf of RUHS-MC.

3.0 Compensation

3.1 Salary: Annual salary is contingent on the GME Level as established by the County of Riverside for Resident Physicians. Resident salary is _____ annually.

3.2 Benefits: Resident will receive the benefits listed in Exhibit A, attached hereto and thereby incorporated herein.

3.3 Orientation: Residents at GME Level 1 will be required to participate in a period of orientation training to occur prior to appointment, from June 17, 2020 through June 30, 2020. Residents at GME Level 1 will be compensated for participation in orientation training at the annual rate for GME Level 1 Resident Physicians in effect during the orientation training period.

4.0 Termination

4.1 For Cause: RUHS-MC may terminate this Agreement immediately for any of the following reasons:

- A. Professional incompetence of the Resident.
- B. Substantial breach of the terms of this Agreement by the Resident.
- C. Serious neglect of duty or violation of RUHS-MC rules, regulations, or policies by the Resident.
- D. Conduct by the Resident seriously and clearly prejudicial to the best interest of RUHS-MC.
- E. Unapproved absence of the Resident from the Program.
- F. If the Program Director determines that the Resident has failed materially to comply with any specific obligations or intent of this Agreement, he/she shall be authorized to take action to terminate this Agreement or take such disciplinary action, as may be appropriate, subject to the appeal, hearing and review procedures for Residents at RUHS-MC. Such termination or disciplinary action shall be in writing to the Resident. However, if it is determined that any action by the Resident can seriously effect immediate patient care, a termination or suspension shall become immediate, subject to review.
- G. Resident Incapacity: RUHS-MC, by written notice to the Resident, may terminate this Agreement during the incapacity of the Resident due to illness or injury, at any time after the continuation of such incapacity for more than sixty (60) days, or upon exhaustion of any leave to which the Resident is entitled during such incapacity under the Family Medical Leave Act, whichever occurs at a later time.

4.2 By Mutual Consent:

This agreement may be terminated at any time by the mutual consent of both parties. Both parties shall designate their consent to terminate the agreement by completion of Exhibit B "Written Release by Mutual Consent," attached hereto and thereby incorporated herein.

5.0 Obligations of RUHS-MC

RUHS-MC agrees to:

- A. maintain the Program accreditation.
- B. provide a suitable environment for GME training, education, and experience consistent with the standards promulgated from time to time by the ACGME and which meet the standard of the appropriate specialty.
- C. designate a Program Director to serve as the person responsible for the implementation of this Agreement. The Program Director and/or designee(s) will be responsible for the overall supervision of the Resident. Attending physician(s) will be responsible for direct supervision of patient care as may be provided or assisted by the Resident.
- D. provide involvement of the Resident in appropriate areas of patient care, patient rounds, educational conferences/seminars, and committees.
- E. provide on-call rooms, id badges, uniform coats, scrub suits. While on call duty, the Resident will be provided with access to shower and toilet. Towels will be provided. Personal hygiene products are the responsibility of the Resident.
- F. provide access to food seven days a week, 24 hours per day.
- G. provide the Resident with an educational program regarding physician impairment, including substance abuse. The Resident acknowledges that the RUHS-MC Graduate Medical Education (GME) Policy Manual and the Medical Staff Bylaws, Rules and Regulations, made available to all Residents, contains information regarding the RUHS-MC policy for addressing physician impairment, including impairment related to substance abuse.
- H. provide the Resident with an educational program regarding fatigue recognition, mitigation and management.
- I. provide the Resident access to participation in the County of Riverside Employee Assistance Services (EAS) that provides counseling, psychological, and other support services on a confidential basis, including matters relative to Resident impairment.
- J. provide the Resident with new employee and GME orientation which includes, but is not limited to, education about relevant County and RUHS-MC policies and programs; provision of County and RUHS-MC policies, including but not limited to the Prohibition and Reporting of Harassment policy, Zero Tolerance for Workplace Violence, and the Code of Ethics; and employee rights and responsibilities. The Resident acknowledges that new employee and GME orientation training occurs prior to the start of the term of this agreement and that participation in this orientation training is mandatory.
- K. be responsible for promoting patient safety and education through carefully constructed clinical and educational work hour assignments and faculty availability. RUHS-MC will abide by all ACGME requirements regarding work hours and the work environment for Residents as applicable.
- L. provide free photocopy facilities for professional and educational purposes only. Reasonable judgment to prevent waste and unnecessary cost is expected.
- M. provide ancillary support services that include 24-hour phlebotomy and intravenous services; 24-hour access to patient medical records for patient care purposes; radiology, laboratory, and other diagnostic services; transport and escort services; medical unit clerical services; and department secretarial services.

6.0 Obligations of the Resident

The Resident agrees to:

A. participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program Director, Quality Management Department Manager, or County Risk Management, and to provide such statistical information as may be required to fulfill the Quality Improvement/Risk Management/Patient Safety efforts of RUHS-MC.

B. abide by all ACGME requirements, as applicable, regarding work hours and RUHS-MC policies and procedures regarding the medical staff work environment.

C. obtain (at Resident's expense) State of California medical licensure as required by California law. Failure to obtain and maintain such licensure may be grounds for dismissal from the Program.

D. carry out assignments and rotations as defined by the Program Director and/or designee(s) according to the requirements of the ACGME.

E. adhere to the RUHS-MC dress code including, but not limited to, wearing an RUHS-MC ID badge at all times while on duty.

F. complete medical records in conformity with the Medical Staff Bylaws, Rules, and Regulations, and the RUHS-MC policies and procedures. The Resident shall comply with all RUHS-MC, Program, Medical Staff and Medical Center policies regarding the completion of medical records. Completion of the medical record, including but not limited to, dating, timing and signing all entries, is an integral component of medical care and is part of the Resident's responsibilities.

G. cooperate fully with RUHS-MC in its compliance with all applicable laws, regulations, and accreditation standards as may be enacted or amended from time to time and with all implementing policies, procedures, and/or documentation requirements now in existence or as may be adopted or amended by RUHS-MC from time to time.

H. conduct himself/herself in a professional manner consistent with the County of Riverside and RUHS-MC standards.

I. develop a personal program of study and professional growth with guidance from the teaching medical staff and demonstrate the ability to assume graded and increasing responsibility for patient care. Furthermore, the Resident shall participate in safe, effective, and compassionate patient care under supervision, commensurate with the level of advancement and responsibility.

J. participate fully in the educational activities of the Program and, as required, assume responsibility for teaching and supervising other Residents and medical students.

K. participate in RUHS-MC committees, especially those that relate to patient care review activities. Residents are entitled to select representatives with voting rights, to participate on the RUHS-MC committees of GME, patient care review, and other committees required by the accrediting residency organization or as required by RUHS-MC administration.

L. apply cost containment measures in the provision of patient care.

7.0 Clinical and Educational Work Hours and Days Off

7.1 It is intended that the Resident will be entitled to one day off in seven, averaged over four weeks. Days off will be free from clinical work and required education, including at-home call. The assignment of days off will be the responsibility of the service on which the

resident is assigned. If there is any problem, it should be conveyed to the Program Director, who, in turn, will talk to the Chair of Service so the problem may be resolved.

7.2 A maximum in-house workweek of eighty (80) hours per week, averaged over a four (4)-week period, with in-house on-call work scheduled no more frequently than every third night, is required. Rare exceptions to this limit may occur in certain specified circumstances (e.g., ensuring patient safety or taking advantage of unique educational opportunities). Such exceptions, however, must be approved by the Program Director and are expected to be unusual.

7.3 A maximum work shift of twelve (12) hours in the emergency room is the limit.

7.4 The Resident agrees to report work hours and days off to the Program Director at least weekly. The Resident understands that failure to report work hours as required may result in the delay of pay for said work hours.

7.5 The Resident must immediately report any violation of the RUHS-MC work hours policy to the Program Director and/or to the RUHS-MC Director of Graduate Medical Education.

8.0 Continuation and/or Promotion in the Program

The Resident acknowledges that continuation and/or promotion in the Program is contingent upon satisfactory academic and professional performance by the Resident. All Programs have formal evaluation procedures consisting of any or all, but not limited to, the following:

- A. Formal written evaluations by medical staff/faculty physicians.
- B. Scheduled written and/or oral examinations.
- C. Practical examinations at the bedside.
- D. Formal conference presentations.
- E. Professional and personal characteristic reports.

In addition, the Resident should expect to review his/her performance with the Program Director and/or designee at least three times during the academic year as dictated by ACGME requirements. The certification of eligibility for specialty certifying examination is the responsibility of the Program Director. Any Resident receiving an inadequate evaluation may be required to repeat the rotation/assignment to obtain approval for certification by the Program Director or may be subject to removal from the Program as may be necessary. Any makeup time incurred must be completed at the end of the contracted year and/or before promotion to the next level of training.

8.1 Non-reappointment / Promotion by Program: Should the Program decide not to reappoint / promote the Resident to a subsequent year of training, the Resident will be notified in writing no less than 120 days prior to the end of the current Agreement. However, if the primary reason(s) for the non-reappointment / non-promotion occurs within the 120 days prior to the end of the Agreement, the Program will provide the Resident with as much written notice of the intent not to renew / promote as the circumstances will reasonably allow. The decision by a Program to not reappoint or promote is subject to the appeal, hearing and review procedures for Residents at RUHS-MC

8.2 Non-Renewal by Resident: If the Resident intends not to seek reappointment, he/she agrees to give the Program Director notice as soon as possible, but not less than 120 days prior to the date when he/she would reappoint / promote.

9.0 Disciplinary Action

Academic related disciplinary action and due process policies and procedures are detailed in the Program Policy Manual and the Graduate Medical Education Policy Manual.

10.0 Compliance with Employment Requirements

Resident shall comply with all policies applicable to County of Riverside Fair Labor Standards Act (FLSA) exempt employees, including, but not limited to:

A. the requirement that a Resident must complete an employee physical examination, including drug screening, prior to beginning employment. Failure to pass the employee pre-employment physical or drug screening may result in termination from the residency training program. The results of a positive drug screen will be subject to applicable legal reporting requirements.

B. Harassment, Discrimination, Parking, and Dress Code policies.

C. the requirement that a Resident must undergo a Department of Justice background check prior to beginning employment. Failure to pass the background check process may result in termination from the residency training program.

11.0 Moonlighting

Moonlighting is strictly prohibited for Residents in their first year of training. Moonlighting is generally prohibited for Residents in the second year and above of training unless specifically approved by the Program Director. All hours worked in moonlighting are included in the calculation of work hours for Resident and must conform to Section 7.0 "Maximum Work Hours and Days Off."

12.0 Other Professional Activities Outside of the Program

Resident may only pursue outside activities of a professional nature if approved by their Program Director. This applies whether or not Resident is receiving compensation for participation in the outside professional activity.

13.0 Job Functions

Residents, without the use of an intermediary (other than an interpreter) must be able to perform essential job functions that include, but are not limited to, those listed in Exhibit C, attached hereto and thereby incorporated herein.

13.1 Disability Accommodation: RUHS-MC provides reasonable accommodation to Residents with a disability. Reasonable accommodation may include, but is not limited to, a leave of absence or modification to a position, work environment, policy or procedure to enable a qualified individual with a disability to enjoy equal opportunity and/or to perform the essential functions of the position and meet the educational requirements of the training program. Requests for accommodation are to be submitted to the GME Office. Accommodation requests are evaluated on an individual basis as dictated by RUHS-MC and County Policies and Procedures.

14.0 Institutional Review Board (IRB)

The Resident acknowledges that RUHS-MC has an IRB and agrees that no research activities will be conducted by Resident without prior approval of the IRB. Research is defined to include:

- A. review of RUHS-MC medical records for collection of information/data for research purposes.
- B. performance of an experimental clinical study.
- C. conduct of a survey at RUHS-MC.

Additionally, the Resident agrees that no presentation or publication of research conducted at RUHS-MC will occur without submittal of the paper to the IRB for review and acknowledgement prior to the presentation or publication of such research.

15.0 Program Closure

In the event the Program is closed or there is a reduction in the total number of Residents in the Program, RUHS-MC will use its best efforts to allow the Resident to complete Program at RUHS-MC. In the event that continuation of the Program is untenable by RUHS-MC, RUHS-MC will utilize its best efforts to transfer the Resident to a comparable program.

(Signatures on next page.)

Sample

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE OF HIRE.

Approved:

COUNTY

RUHS-MC

RESIDENT

Daniel I. Kim, MD
Designated Institutional Official
Director of Medical Education

Resident Physician

Program Director

Sample

Exhibit A
Benefits

Resident will receive the following benefits, subject to the same conditions applicable to RUHS-MC FLSA exempt employees and the terms and conditions of the County of Riverside's current benefit plans and/or policies. The benefits listed below may be modified unilaterally by RUHS-MC from time to time:

1.0 Health and Dental Insurance

The RUHS-MC Human Resources will inform the Residents of various medical and dental insurance plans and options at the earliest opportunity in order that Residents may enroll early in an appropriate insurance plan. RUHS-MC will provide a flexible benefits health care allowance which may be applied towards the cost of the Resident's chosen medical plan. Counseling services are available through Employee Assistance Services (EAS). Health insurance coverage shall begin the first day of appointment after a plan has been selected by the Resident.

2.0 Worker's Compensation

RUHS-MC will provide Worker's Compensation Insurance to the Resident, consistent with RUHS-MC's benefits program.

3.0 Long Term Disability

Long Term Disability insurance is provided by RUHS-MC for the term of this agreement in the event of an inability to perform duties as a Resident due to a disability. This coverage is provided at no cost to the Resident.

4.0 Life and Accidental Death and Dismemberment Insurance

Life and Accidental Death and Dismemberment Insurance is provided by RUHS-MC for the term of this agreement at no cost to the Resident.

5.0 Retirement

While employed with RUHS-MC Residents will be required to participate in the County of Riverside Temporary/Part-Time Employee 401A retirement plan. Both the employee and the County make contributions into the plan in lieu of Social Security.

6.0 Paid Leave

6.1 Resident is entitled to fifteen (15) working days of vacation time per year, with full pay, upon assignment of vacation by the Program Director. Resident may not take more than 15 working days of vacation per year. This time is cumulative and, alternatively, may be taken as equivalent pay at the end of tenure.

6.2 Resident is entitled to five (5) paid working days for Continuing Medical Education (CME) leave annually. CME leave is not cumulative and may not be taken as equivalent pay at the end of tenure.

6.3 Resident is entitled to all County holidays. Resident will be entitled to earn eight (8) hours of paid compensatory time off for each County holiday worked. Compensatory time off must be taken off during the same academic year as compensatory time accrued and upon request and approval of the Program Director. This time is cumulative and, alternatively, may be taken as equivalent pay at the end of tenure.

6.4 Resident is entitled to accrue four (4) hours per pay period of paid sick leave. Resident may take accrued sick leave off for illness, family illness or injury or bereavement as stated in the County of Riverside policies. Emergency, grief, or a medical leave shall be granted on an individual basis and handled as a team effort. Sick leave may not be taken as equivalent pay at the end of tenure. In the event of sick leave or emergency leave, notification to personnel directly affected by the Resident's absence, the appropriate Chair of Service, and the Resident Program Coordinator is required.

6.5 Any ACGME Medical Education Regulations allowing leave from the GME Program will supercede all County of Riverside leave policies and benefits, as applicable.

6.6 It is the intent that Residents will not be required to make up call that would be encountered normally during vacation time.

6.7 The Resident will be required to make-up any leave time in excess of the fifteen (15) working days of vacation and five (5) CME leave days permitted per year prior to advancing to the next program year or completion of the residency program, as applicable.

7.0 Unpaid Leave

The Resident is entitled to benefits under the County of Riverside Family and Medical Leave Act (FMLA), as may be amended from time to time. Other medical or personal unpaid leave may be granted with the approval of the Program Director, consistent with the ACGME Medical Education Regulations, as applicable, only after the Resident has exhausted all of his/her benefits. The Resident 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. The amount of sick leave, leave of absence, or disability time that will necessitate prolonging the training time for the Resident shall be determined by the Program Director and the requirements of the ACGME, the appropriate specialty RRC and/or certifying Board, as applicable. The Program will provide Residents with a written policy on how missed time on leave of absence could affect meeting criteria for completion of the residency program as well as information on how lost time could affect eligibility to sit for board certification exams.

8.0 Professional Liability Insurance

RUHS-MC agrees to provide professional liability insurance coverage for the Resident while the Resident is engaged in clinical and other educational activities on behalf of RUHS-MC during his/her training in the Program. Such coverage will provide legal defense and protection against awards from claims reported or filed during or after the completion of the Program if, and only if, the alleged acts or omissions of the Resident are within the scope of the Program. The coverage provided will be consistent with the County of Riverside professional liability coverage provided to other medical and professional practitioners.

Exhibit B

Written Release by Mutual Consent

(This proviso to be completed only in the case of a Written Release of Mutual Consent.)

The parties hereby mutually consent to the release of their contractual obligations, as of the _____ day of _____, 20_____.

COUNTY

RESIDENT

RUHS-MC

Daniel I. Kim, MD
Designated Institutional Official
Director of Medical Education

Resident Physician

Program Director

Sample

Exhibit C

INTERN/RESIDENT REQUIRED JOB FUNCTIONS

- Perform a complete history and perform a physical examination including pelvic exam.
- Perform an electrocardiogram, venipuncture, dressing change, IM & SC injections, intravenous catheter, suture removal and other procedures not requiring specific consent of the patient.
- Use sterile techniques and universal precautions.
- Perform cardiopulmonary resuscitation.
- Write orders for therapeutic agents on the RUHS-MC Formulary for patients.
- Write orders, including diagnostic procedures or consultations requested by members of the Medical Staff.
- Wear protective clothing and respiratory equipment for care of patients with communicable diseases and/or immuno-compromised patients.
- Move throughout the clinical and RUHS-MC sites to address routine and emergent patient care needs.
- Assist at surgical operations and perform outpatient procedures, with the administration of general anesthesia, regional anesthesia, conscious sedation, and pain management procedures.
- Communicate with patients and staff, verbally and otherwise, in a manner that exhibits good professional judgment and good listening skills and is appropriate for the professional setting.
- Demonstrate timely, consistent and reliable follow-up on patient care issues, such as laboratory results, patient telephone calls, and other requests.
- Input and retrieve computer data through a keyboard and read a computer screen.
- Read charts and monitors.
- Perform documentation procedures, such as dictation, progress notes and discharge summaries, in a timely manner.
- Provide health education to patients and obtain consents for procedures in which the Resident will participate.
- Manage multiple patient care duties simultaneously.
- Make judgments and decisions regarding complicated, undifferentiated disease presentations, in a timely manner, in emergency, ambulatory, and hospital settings.
- Demonstrate organizational skills required to care for four to ten (4-10) or more outpatient cases per half day (depending upon year level of training).
- Residents at all GME levels must be able to take call for the rotational services that require inpatient admissions and work patient care shifts of up to twenty-four (24) hours with an additional four (4) hours for patient hand offs.
- Present well-organized case presentations to other physicians or supervisors and function as a dependable member of the health care delivery team.
- Participate in, and satisfactorily complete, all required rotations, including longitudinal rotations and clinic rotations.

- Perform additional Program- and specialty-specific patient care activities as required for completion of the Program for Residents at the applicable GME level. If required, said additional Program and specialty-specific patient care activities are described in the Program Training Manual.

Sample