



County of San Bernardino  
**F A S**  
**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New	FAS Vendor Code		<b>SC</b>	Dept. <b>A</b>	Contract Number	
<input type="checkbox"/> Change			MCR			
<input type="checkbox"/> Cancel						
ePro Vendor Number				ePro Contract Number		
County Department William Gilbert, Director			Dept. MCR	Orgn. MCR	Contractor's License No.	
County Department Contract Representative Arrowhead Regional Medical Center			Telephone (909) 580-6150		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Employment						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount \$	Amendment Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name Resident Contracts			Estimated Payment Total by Fiscal Year			
Fiscal Year 2016-2017			FY	Amount	I/D	FY
Master Employment Agreement						

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name \_\_\_\_\_ hereinafter called Resident

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, the County of San Bernardino, in carrying out the operation of the Arrowhead Regional Medical Center, operates the Accreditation Council for Graduate Medical Education (ACGME) and American Osteopathic Association (AOA) accredited programs and Osteopathic Postdoctoral Training Institution (OPTI) approved programs in postgraduate medical education; and

**WHEREAS**, the Resident has met high standards for acceptance into one of these programs and possesses the skills necessary for the delivery of patient care services at the Arrowhead Regional Medical Center; and

**NOW, THEREFORE**, in consideration of mutual covenants and conditions, the parties agree as follows:

*Auditor-Controller/Treasurer Tax Collector Use Only*

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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## 1. RESPONSIBILITIES AND DUTIES OF RESIDENT

- 1.1 As delegated by faculty physicians, the Resident examines, diagnoses, and treats patients at the Arrowhead Regional Medical Center (the "ARMC"), Ambulatory Clinics, Behavioral Health Inpatient Unit, and all other affiliated teaching and clinical care units. Specific duties are further detailed in the Residency Training Manual for the Residency Program in which the Resident is enrolled.
- 1.2 The Resident must meet the expectations of the program in each of the following areas: medical knowledge; patient care; interpersonal and communication skills; professionalism; practice-based learning and improvement; system-based practice; and any other area designated by the program.
- 1.3 The Resident confers with attending physicians regarding care of patients and medical work performed, and assists them in examining and treating patients, in a manner in accordance with the accepted standards of residency training.
- 1.4 The Resident confers with other residents and nursing personnel regarding the care of patients.
- 1.5 The Resident completes and maintains all requisite medical records of any and all patients assigned to his or her care. In no instance shall the Resident allow said records to become delinquent by more than fourteen (14) calendar days. Failure to fulfill this obligation shall result in the Residency Program Director (Program Director) assigning the Resident to the Medical Records Department to complete said records.
- 1.6 The Resident performs such other related duties as may be assigned by the ARMC Chief Medical Officer or designee.
- 1.7 The Resident may apply for clinical privileges through the Medical Staff Organization and may be granted privileges to independently perform those services that he or she is competent to perform in accordance with Medical Staff Bylaws, graduate medical education policies, and the relevant Residency Training Manual. However, duties performed while under the privileges granted cannot be required and will not be considered part of the resident training program.
- 1.8 The Resident shall not engage in any other professional medical employment, business, or practice without first obtaining written approval from the Program Director and in accordance with graduate medical education policies, and the relevant Residency Training Manual. In no event shall such additional employment, business, or practice conflict in any way with the Resident's responsibilities and educational training program at the ARMC.
- 1.9 The Resident may be required to appear in legal proceedings on behalf of the County of San Bernardino, where the need for such appearance arises out of the Resident's work for the County under this contract, and will not be entitled to receive additional compensation. If Resident is served with a summons to appear in court resulting from their work in the residency program, the summons should be forwarded to the ARMC Risk Management Office immediately.
- 1.10 The Resident shall abide by the requirements of the applicable residency training accrediting body, which include the Accreditation Council for Graduate Medical Education (ACGME) and/or the American Osteopathic Association (AOA).

## 2. GENERAL PROVISIONS RELATING TO RESIDENT

- 2.1 The ARMC shall provide an educational program that meets the standards of the ACGME Essentials of Approved Residencies and of the AOA Postdoctoral Internship and Residency Standards and Procedures. A copy of these standards is located in the relevant Residency Training Manual. A program specific training manual will be provided to Resident by the Program Director.
- 2.2 The ARMC shall make every effort to maintain its staff and its facilities in compliance with all of the standards as set forth in the AMA Essentials of Approved Residencies of the ACGME, the AOA, and relevant specialty Boards or Colleges.
- 2.3 Residents enrolled in an Osteopathic Postdoctoral Training Institutions (OPTI) approved program must follow standards as set forth in AOA accreditation standards and relevant Specialty College.
- 2.4 The Resident will be under the professional supervision of the Program Director for the Residency Program in which the Resident is enrolled and under the administrative supervision of the ARMC Medical Director.
- 2.5 The Resident shall devote such time as is necessary to satisfactorily complete his or her professional duties within accepted educational standards.
- 2.6 On rotations which the Resident is on-call, the frequency of the on-call shall not be more than allowed by the ACGME and/or the AOA requirements.
- 2.7 The Resident shall obtain a current, valid license to practice medicine in California, a D.E.A. number with prescription rights, and any other license or certification required to participate in their designated residency program, as soon as the Medical Board of California qualifications are met. The Resident shall maintain the license/certification for the duration of the educational program covered hereunder. Failure to obtain and maintain such licensure/certification shall be grounds for immediate termination of this contract by the ARMC Director, without application of the due process provisions set forth in Attachment I.
- 2.8 Unless specifically excused by the Program Director, and approved by the Designated Institutional Official (DIO) and/or Director of Medical Education (DME) in writing, all first-year residents will be required to attend an orientation program prior to the beginning of the contractual period. Residents new to ARMC are required to attend an Office of Graduate Medical Education (GME) orientation prior to the beginning of the contractual period.
- 2.9 Policies regarding participation in professional activities outside of the educational program, including moonlighting, are provided in the Graduate Medical Education policy, Professional Activities Outside of the Educational Program.
- 2.10 Confidential counseling, medical and psychological support service are provided through the Resident's health benefits.
- 2.11 Resident Work Environment and Duty Hours information is provided in the Graduate Medical Education policies.
- 2.12 Professional liability will include residents under the County of San Bernardino self-insurance program for the liability of the resident while acting in the performance of his or her duties or in course and scope of his or her assignment. Claims made after termination of training will be covered if based on acts or omissions of the Resident within the course and scope of his or her assignments during training. Liability coverage will be provided for the Resident on rotations

outside ARMC provided such rotation or activity has been approved by the Resident's Program Director. ARMC professional liability does not cover private professional activity outside the educational program. Additional information regarding professional liability insurance is outlined in the Graduate Medical Education policy, Professional Activities outside the Educational Program (Moonlighting).

### **3. CONDITIONS OF APPOINTMENT AND REAPPOINTMENT**

- 3.1 The Resident shall be fingerprinted through Live Scan for submittal to the Department of Justice (DOJ), and to the Federal Bureau of Investigation (FBI), for a criminal background report, as part of the pre-employment process, prior to starting work, pursuant to County and ARMC policies. The criminal background report will be reviewed and evaluated to determine clearance for the Resident to work at the ARMC.
- 3.2 The Resident shall submit evidence of eligibility to work in the United States and verification of identity within three (3) business days of the effective date of this Agreement.
- 3.3 The Resident shall submit to a pre-employment medical examination through the County's Center for Employee Health and Wellness.
- 3.4 The Resident must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Resident to make such arrangements will result in the County paying Resident via pay card.
- 3.5 The Resident acknowledges that the post-graduate medical training provided under this Agreement will require travel by private vehicle to training sites outside the ARMC.

In order for Resident to be able to operate a private vehicle during the performance of this Contract, Resident shall possess a valid California driver's license or must submit proof of processing a valid California driver's license within thirty (30) days of hire and vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section 7.2.

- 3.6 All patient medical records shall be completed by the last day of the contractual agreement between the Resident and the ARMC; otherwise the Resident will not receive his or her Certificate of Training, until such are completed.

### **4. CONDITIONS FOR PROMOTION**

Promotion to a subsequent Post Graduate Year ("PGY") level in the GME program, if any, is accomplished by affirmative recommendation from the specific residency Program Director and concurrence of the Graduate Medical Education Committee (hereinafter "GMEC"). In instances where a resident's agreement will not be renewed, or when a resident will not be promoted to the next level of training, or when resident will be dismissed, the program director will provide the resident with a written notice of intent. It is the Resident's responsibility to clarify with the Program Director whether the GME Program intends to offer an appointment to Physician for any additional year(s) of Graduate Medical Education training. Residents shall

be allowed to implement the ARMC Corrective Action and Due Process if they have received a written notice of non-renewal of contract or of intent to renew but not promote.

## 5. COMPENSATION OF RESIDENT

- 5.1 For the performance of PGY \_\_\_ level services in the \_\_\_\_\_ Residency Program as set forth in agreement, the Resident shall receive an annual stipend of \$\_\_\_\_\_ (as provided in Attachment II). Resident is in a non-covered Fair Labor Standards Act (FLSA) position, and as such, is not eligible to receive overtime compensation.
- 5.2 The Resident shall be entitled to four (4) weeks of paid personal leave annually. Personal leave may be used for such reasons as, but not limited to, vacation, sick, education, family, parental, bereavement, and emergency, pursuant to the relevant Residency Training Manual and the Graduate Medical Education Policy, Leave Guidelines for Residents. Personal leave used for vacation and education shall be approved and scheduled by the Program Director or designee, and is not subject to change without prior approval. Any unused personal leave shall not be carried forward in successive contract years.
- 5.3 Resident is eligible to receive Jury Duty Leave in the same manner and amount as employees in the County's Professional unit.
- 5.4 Additional leave (unpaid) in excess of the four (4) weeks provided in Section 5.2 above, may affect the ability of the resident to satisfy requirements to complete the program. Further, this additional leave may affect the resident's eligibility for specialty medical board certification. Information related to eligibility for specialty board exams can be found in the relevant residency program manual.
- 5.5 The Resident shall participate in County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. The Resident shall contribute 7.5% of the Resident's gross earnings. The Resident's contributions to PST Deferred Compensation shall be automatically deducted from the Resident's earnings. Maximum total contributions shall be 7.5% of the Resident's maximum covered wages for Social Security purposes. The Resident shall enroll in the plan on forms approved by Human Resources.
- 5.6 Resident shall be eligible to participate in the County's 457(b) as per the Plan documents. Resident shall not receive any County matching contributions to the Plan.
- 5.7 Provided that the Resident satisfactorily complies with the program requirements, as determined by the Program Director, the Resident shall be reimbursed up to a maximum of \$850.00 per annum for the following expenses subject to the approval of the Office of Graduate Medical Education or designee: educational software, conferences, seminars, books, other educational materials, and other educational expenses; tablet computer to be used for fulfilling Resident duties. Such reimbursement will be made once a year at the end of the academic year provided appropriate supporting documents are submitted in accordance with the Office of Graduate Medical Education policy.
- 5.8 If the Resident operates a private vehicle to fulfill the post-graduate medical training provided under this Agreement, the Resident shall receive a vehicle allowance in an amount of \$28.66 per pay period with no mileage reimbursement. This allowance shall be considered complete reimbursement for the acquisition, insurance, maintenance, repair, upkeep, fuel, and all other costs for the required vehicle.

5.9 The Resident shall be compensated at the rate of \$50.00 per hour for services provided while representing the ARMC at Health Fairs at ARMC. Prior approval must be obtained from the Program Director or designee.

5.10 Resident must enroll in a medical and dental plan offered by the County, unless enrolled in a comparable group health plan. If eligible, Resident shall receive the Medical Premium Subsidy (MPS) to offset some of the cost of medical plan premiums charged to Resident. The MPS shall not be considered compensation earnable for purposes of calculating benefits. The applicable MPS shall be paid directly to the provider of the County - sponsored medical plan in which the eligible employee has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). The MPS amounts are as follows: up to \$194.90 per pay period for "employee only" coverage; \$324.83 per pay period for "employee + 1," coverage, and \$459.64 per pay period for "employee + 2" coverage.

Should Resident elect to opt-out or waive County sponsored health plan coverage, Resident shall not be eligible to receive any opt-out or waive compensation.

If eligible, Resident shall receive a Dental Premium Subsidy (DPS) in an amount up to \$9.46 per pay period. The applicable DPS amount shall be paid directly to the provider of the County sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS, Resident must be scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period.

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for the Resident (employee-only coverage) if Resident is scheduled and receives pay for at least forty-one (41) hours per pay period.

5.11 The County shall pay premiums for a term life insurance policy for the Resident only, in the same manner and amount as provided to County Professional Unit employees. County paid life insurance will become effective and continue for each pay period in which the Resident is paid for one-half plus one of their scheduled hours. For pay periods in which Resident does not meet the paid hours requirement, Resident shall have the option of continuing life insurance coverage at Resident's expense.

Resident shall be eligible to purchase, through payroll deductions, Voluntary Term Life Insurance and Accidental Death and Dismemberment Insurance coverage in the same manner and amount as offered by the County to Professional employees.

5.12 If the Resident elects to enroll in Health and Dental Plan coverage, the Resident will be eligible to use the plan(s) after completion of one (1) pay period of work.

5.13 Resident shall be eligible to participate in the County's Dependent Care Assistance Plan (DCAP) and Flexible Spending Account (FSA) per the Plan documents. Resident shall not receive any County contributions to the DCAP or FSA.

5.14 All payments to the Resident under the terms of this Agreement shall be made in accordance with procedures established by County's Auditor/Controller-Recorder.

- 5.15 Resident shall be eligible to receive the same Short-Term Disability insurance benefits as offered to the County's Professional Unit employees.
- 5.16 Resident shall be covered by the County's Workers' Compensation (Disability) insurance coverage while acting in the performance of his or her duties or in the course and scope of his or her assignment.
- 5.17 Resident shall receive all benefits as required by law (e.g. FMLA, Military Leave, Time off for Voting, etc.) Where the County provides a greater benefit than required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.
- 5.18 The Resident shall receive only the benefits and compensation specifically set forth in this Agreement. This Agreement provides for the full compensation to the Resident for the services required as provided herein.

## **6. POLICY COMPLIANCE**

### **6.1 County of San Bernardino Non-Discrimination Policy**

It is the Policy of the Board of Supervisors that the County of San Bernardino shall not discriminate against or tolerate the harassment of employees or applicants for employment on the basis of actual or perceived age, ancestry, color, race, sex, gender, gender identity, gender expression, religious creed, national origin, marital status, physical or mental disability, medical condition, genetic information, sexual orientation or any other basis protected by law. All County employees or applicants for employment are to be treated with respect and dignity. In addition, the County shall not discriminate on the basis of disability in admission or access to, or in operations of, its programs, services or activities. It is the responsibility of all County employees to adhere to and implement this Policy. The County has zero tolerance for any conduct that violates this Policy. Conduct need not arise to the level of a violation of the law in order to violate this Policy. Instead, failure to follow the Policy provides grounds for disciplinary action up to and including termination of employment or vendor contracts.

### **6.2 County of San Bernardino Sexual Harassment Policy**

It is the policy of the County of San Bernardino to provide a work environment free from unwelcome sexual overtures, advances or coercion. Employees are expected to adhere to a standard of conduct that is respectful to all persons within the work place. The County will not tolerate any form of sexual harassment, nor will it tolerate any act of retaliation against any person filing a complaint of sexual harassment. In addition, favoritism that arises from consensual romantic or sexual relationships between employees may be construed as harassment. This Policy applies to regular status, extra help, recurrent, probationary or contract employees; applicants for County employment; elected officials, department heads, and vendors' actions towards County employees.

### **6.3 County of San Bernardino Reasonable Accommodation Policy**

The County of San Bernardino does not discriminate against qualified individuals with disabilities as defined in the Americans with Disabilities Act (ADA) of 1990 and the California Fair Employment and Housing Act (FEHA) in job application, procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions and privileges of employment. In accordance with Title I of the ADA and FEHA, the County of San Bernardino will consider the issue of reasonable



accommodation in the workplace in a fair and equitable manner for each qualified individual as required by law.

Government Code Section 12940(h) of the FEHA mandates that employers use the “Interactive Process” in determining effective reasonable accommodation. This Interactive Process is required any time an employee with a known disability or medical condition requires reasonable accommodation to perform the essential job functions of his/her position. This process requires a meeting with the employee and supervisor or manager to discuss possible reasonable accommodations, during which both parties have an opportunity to exchange information and is documented.

#### 6.4 Conflict of Interest

The Resident does hereby agree to uphold the Conflict of Interest policy of San Bernardino County, which is stated under Rule I, Section 8 of the San Bernardino County Personnel Rules, Conflict of Interest, as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. Resident is also subject to the provision of California Government Code Sections 1090, 1126, and 87100, and any other conflict of interest code applicable to County employment.

6.5 The Graduate Medical Education Policy for Grievances is outlined in the GME Policy number 1-003. This policy provides information for resident to resolve concerns, complaints and grievances of an academic nature.

### 7. **DURATION OF APPOINTMENT**

7.1 This contract shall be for the period of one-year commencing on June 24, 2016, and ending on June 23, 2017, for all Post Graduate Year One (PGYI) Residents. All other residents shall commence July 1, 2016, and end on June 30, 2017; except in cases of out-of-sync Residents, and then the period shall be effective \_\_\_\_\_ through \_\_\_\_\_. However, Residents on-call June 23, 2017, or June 30, 2017, are to remain on service through the following morning, until released from duty by the Residency Program Director.

7.2 The County may terminate this Agreement or take other appropriate disciplinary action, pursuant to this Agreement, the graduate medical education policies, relevant Residency Training Manual and Attachment I, Due Process. Termination for non-academic reasons is not subject to the due process of Attachment I.

7.3 Details of conditions for reappointment are outlined in graduate medical education policies and the relevant Residency Training Manual.

7.4 This Agreement may only be amended by written agreement signed by the parties hereto.

**8. GENERAL PROVISIONS RELATING TO RESIDENT**

Government Code section 53243.2 requires the following provision be included in this Contract. If this Contract is terminated, any cash settlement related to the termination that Resident may receive from the County shall be fully reimbursed to the County if Resident is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

**9. CONCLUSION**

This Agreement, consisting of fourteen (14) pages, including Attachments I and II, is the full and complete document describing the services to be rendered by Resident to the County, including all covenants, conditions and benefits. This contract supersedes any and all agreements that may exist between the Resident and the County.

► \_\_\_\_\_  
Office of Graduate Medical Education  
Arrowhead Regional Medical Center

► \_\_\_\_\_  
Director and/or Designee  
Arrowhead Regional Medical Center

Dated: \_\_\_\_\_

By ► \_\_\_\_\_  
Resident Signature

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Dated: \_\_\_\_\_

Approved as to Legal Form  
► \_\_\_\_\_  
Cynthia O'Neill, County Counsel  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Presented to BOS for Signature  
► \_\_\_\_\_  
William Gilbert, Director  
Date \_\_\_\_\_

## ARROWHEAD REGIONAL MEDICAL CENTER RESIDENT DUE PROCESS

### **GENERAL**

It is the desire of the ARMC that each resident successfully completes each year of residency and becomes eligible to take the respective Board examination, if applicable. Information related to eligibility for specialty board examinations may be found in the relevant Residency Training Manual.

Satisfactory performance by the Resident and recommendation by the respective program director is necessary to qualify for continuation, reappointment, promotion, and Board eligibility. The Resident is responsible to demonstrate competence for his or her level of training. This is further outlined in the graduate medical education policies, this Agreement, and the relevant Residency Training Manual.

The ARMC and faculty will provide an appropriate learning environment for the Resident. The definition of policies, procedures, and other expectations will be provided to the Resident through graduate medical education policies, residency training manuals, and this Agreement.

A process of evaluation will be carried out which meets the standards of the ACGME and/or the AOA. Specific details about these are outlined in the relevant Residency Training Manual. It is the intent of the ARMC to provide residents notice of any deficiencies in performance and an opportunity to correct such deficiencies.

It is the intent of the ARMC that the Resident is timely notified if he or she will not be advanced to the next year of residency. Details on this may be found in Graduate Medical Education Committee policies and in the relevant Residency Training Manual.

Residents are employed incidental to their enrollment in a Graduate Medical Education Academic Program. Dismissal as an employee means dismissal from the residency program. Residents are not members of the Medical Staff. The due process provisions of the Medical Staff Bylaws are not applicable to residents. Due process shall be afforded to all residents, with respect to academic issues, as set forth herein.

### **REMEDIAL ACTION**

Remedial actions are those actions intended to assist the Resident in meeting the expectations of the program in each of the following areas: medical knowledge; patient care; interpersonal and communication skills; professionalism; practice-based learning and improvement; system-based practice; and any other area designated by the program.

Remedial action includes written evaluations of the Resident, oral counseling by attending physicians or other faculty, written warnings to the Resident by the Program Director or other faculty identifying those areas that are deficient, and other measures determined by the Program Director, in his or her discretion, to assist the Resident in satisfactorily meeting the expectations of the program. Remedial actions are intended to provide notice to the Resident of deficiencies in performance or behavior and to assist the Resident in meeting the standards of the program.

### **DISMISSAL, NON-RENEWAL, OR NON-PROMOTION**

The dismissal, non-renewal, or non-promotion of a resident is based on the failure to comply with any of the essential terms of this Agreement, including but not limited to meeting expectations in the general competencies of the program, or meeting the standards of conduct of the ARMC and the County. The due process provisions set forth herein are limited to actions taken for academic reasons.

Except in extraordinary circumstances, remedial action will be initiated before the taking of any action to dismiss, not renew, or not promote the Resident.

If the Program Director determines that dismissal, non-renewal, or non-promotion of the Resident is warranted for academic reasons, the Program Director will present the situation to the faculty of the Resident's program for recommendations on action. If reasonably feasible, any action deemed necessary by the Program Director after consultation with the program faculty will be discussed by the Program Director with the Resident prior to its implementation.

## **PROCEDURE**

1. **Notice of Proposed Action.** Prior to the dismissal, non-renewal, or non-promotion of the Resident, written notice shall be given to the Resident setting forth the specific basis of the proposed action.
2. **Right to Appeal.** The Resident has the right to request an appeal hearing before a hearing committee. Such request must be in writing and received by the Program Director within ten working days of the date on which the notice of proposed action was placed in the mail, personally delivered, or delivered through other means, to the Resident. Failure to comply with this provision shall constitute a waiver of the Resident to appeal the matter and the proposed action shall become final.
3. **Preliminary Meeting.** After being given the written notice of proposed action, the Resident has the right to request a preliminary meeting with the Program Director to respond orally and/or in writing to the charges set forth in the notice of proposed action. The preliminary meeting is not a formal hearing. The Resident has no right to have witnesses attend such meeting or to examine or cross-examine witnesses. The preliminary meeting will be recorded by electronic or other device as approved by the Program Director.
4. **Representation.** The Resident has the right to be represented, at his or her own expense, at the preliminary meeting or the appeal hearing by another physician or another representative of his or her choice. Legal counsel, however, will not be permitted to attend a preliminary meeting or appeal hearing.
5. **Hearing Committee.** A hearing committee shall preside over the appeal hearing. The hearing committee shall consist of five members. The Executive Committee of the Medical Staff shall appoint three members, all of whom must be Active Medical Staff and one of whom must be a director of a residency program other than the one in which the Resident is enrolled. The President of the House Staff Association or designee shall appoint two members, one of whom must be a resident and the other whom must be an Active Medical Staff Member of the Resident's department. No individual who is to be called as a witness or who was materially involved in any of the facts underlying the notice of proposed action may serve on the hearing committee.
6. **Hearing Committee Chairperson.** The Executive Committee of the Medical Staff shall select a chairperson of the hearing committee, who shall set the date, time, and place of the appeal hearing and shall notify all parties concerned thereof in writing. The date of the hearing will be scheduled to take place within 15 business days from the date the Chairperson is appointed.
7. **Conduct of the Hearing.**
  - 7.1. The purpose of the appeal hearing is for the hearing committee to determine whether the action proposed was done so in bad faith, arbitrarily, or capriciously.
  - 7.2. Initially, the Program Director will submit the notice of proposed action, with any and all evidentiary attachments, to the hearing committee for its review. Such evidentiary attachments must be available to the Resident. The hearing committee may ask questions of the Program Director about the basis of the proposed action.

- 7.3 The Resident shall be given the opportunity to challenge the basis of the proposed action set forth in the notice of proposed action and to demonstrate that the action proposed was done so in bad faith, arbitrarily, or capriciously.
- 7.4 Witnesses may be called by all parties concerned. Any party may ask questions of witnesses relevant to the issues under consideration.
- 7.5. The hearing is not restricted by rules of evidence applicable to evidentiary court hearings. The Program Director need not substantiate charges with witness testimony. Evidence in the form of evaluations and other documents are admissible evidence and may alone support the charges. All evidence upon which the hearing committee's decision is based must be presented at the appeal hearing.
- 7.6. The hearing before the hearing committee shall be recorded by electronic or other device as approved by the chairperson of the hearing committee.
- 7.7 The hearing may be continued or recessed only upon the majority vote of the hearing committee.
8. **Recommended Decision of the Hearing Committee.** The hearing committee shall render a decision within five business days after the conclusion of the hearing. The decision is a recommended decision. The decision shall be submitted to the ARMC Medical Director.
9. **Final Decision of the Chief Medical Officer.** Within five business days of receipt of the recommended decision, the Medical Director shall review it and issue a decision. The Medical Director's decision is final and no further administrative appeals are available. The decision of the Medical Director shall be transmitted to the Resident and the Program Director.

**Consideration and Contract Commencement**

Post Graduate Year One	\$51,172	June 24, 2016 – June 23, 2017
Post Graduate Year Two	\$53,533	July 1, 2016 – June 30, 2017
Post Graduate Year Three	\$55,854	July 1, 2016 – June 30, 2017
Post Graduate Year Four	\$59,003	July 1, 2016 – June 30, 2017
Post Graduate Year Five	\$62,136	July 1, 2016 – June 30, 2017
Post Graduate Year Six	\$64,858	July 1, 2016 – June 30, 2017
Post Graduate Year Seven	\$68,395	July 1, 2016 – June 30, 2017

INFORMATION ONLY