

**LOMA LINDA UNIVERSITY MEDICAL CENTER
GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT**

THIS AGREEMENT made and executed in duplicate at Loma Linda, California, as of July 1, 2009, by and between LOMA LINDA UNIVERSITY MEDICAL CENTER (hereinafter "the Medical Center" or "LLUMC"), a not-for-profit religious corporation owned and operated by the Seventh-day Adventist Church, whose principal place of business is 11234 Anderson Street, Loma Linda, California, AND **Name Int. Last Name, Degree**, Resident/Fellow (hereinafter "Resident"), whose address is **Address, City, State, Zip**. The Medical Center and Resident agree that Resident meets the qualifications for resident eligibility outlined in the Accreditation Council for Graduate Medical Education (ACGME) Common Program Requirements. In addition, the Medical Center and the Resident agree:

1. **MEDICAL CENTER SPONSORSHIP**. The Medical Center sponsors a Graduate Medical Education Training Program in **Program** (hereinafter the "GME Program"). The GME Program may be performed entirely within the facilities owned and operated by LLUMC or the GME Program may utilize facilities owned and operated by other entities (hereinafter "Affiliated Institutions"), as the GME Program Director deems appropriate for purposes of education and training. The Medical Center sponsorship of this GME Program is guided by the standards of the Medical Board of California (hereinafter "MBC") and the requirements, where applicable, of the Accreditation Council for Graduate Medical Education (hereinafter "ACGME").
2. **MISSION STATEMENT**. LLUMC is committed to its mission to continue the healing ministry of Jesus Christ, "To Make Man Whole" in a setting of advancing medical science and to provide a stimulating clinical and research environment for the education of physicians, nurses, and other health professionals. Such commitment is embodied in LLUMC's Agreements. The complete Mission Statement of LLUMC is included in the LLUMC Resident Information Booklet 2009-2010 (hereinafter "Resident Information Booklet").
3. **REQUIREMENTS**. Resident certifies that he/she is a graduate of a Medical School approved by the Liaison Council on Medical Education ("LCME") or that he/she has met the requirements established by the MBC for unrestricted participation in a graduate medical education program in the State of California. Resident must pass a Background Investigation, which includes criminal, Federal, OIG and DMV driver's record, conducted through Human Resource Management and must pass a urine drug screening test and pre-employment physical examination prior to commencing training. This AGREEMENT shall be null and void unless all credentials and requirements have been met by the time of the effective date of this AGREEMENT.
4. **APPOINTMENT**. The Medical Center has offered and Resident has accepted appointment to a position as a Resident in the GME Program at the **PGY-Level** level of training. This appointment shall be for a period beginning **Date**, and ending **Date**. The appointment period may be extended by mutual consent of Resident and the Medical Center.
5. **AGREEMENT DATES**. This AGREEMENT applies only for the dates indicated in Paragraph 4 above, subject to the termination clauses contained in paragraphs **27 and 28** and does not imply any type of a guarantee of a position as a Resident for any subsequent year(s) of education and training regardless of the total length of the GME Program to which Resident was appointed.
6. **ADDITIONAL YEAR APPOINTMENT**. Appointment to an additional year of 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"). It is the Resident's responsibility to clarify with the Program Director whether the GME Program intends to offer an appointment to Resident for any additional year(s) of Graduate Medical Education training.
7. **NON-RENEWAL OF AGREEMENT**. If a decision is made not to renew the Agreement, Resident must be provided with a written notice of intent not to renew the Agreement no later than four months prior to the end of the current Agreement. However, if the primary reason(s) for the nonrenewal occurs within the four months prior to the end of the Agreement, Resident must be provided with as much written notice of the intent not to renew as the circumstances reasonably allow prior to the end of the agreement. Resident may implement the House Staff Grievance Policy and Procedure if such notice of intent not to renew the Agreement is received.
8. **DUTIES AND RESPONSIBILITIES**. Resident must discharge the duties and responsibilities as hereinafter provided as a Resident in the GME Program. The Resident may be assigned additional duties and

responsibilities by the Program Director in the GME Program. The duties and responsibilities begin with the first day of this AGREEMENT and must be carried out at LLUMC and/or Affiliated Institutions which have been approved to participate in the GME Program, as directed.

9. **GENERAL OBLIGATIONS.** Resident must abide by Medical Center policies and procedures, the policies and procedures of the Affiliated Institutions to which Resident may rotate or be assigned, the policies and procedures of the specific GME Program, and the GMEC's rules, regulations, policies and procedures. The GMEC's rules, regulations, policies and procedures include, but are not limited to the Resident Information Booklet. In making this commitment, Resident understands and agrees that these education and training activities and responsibilities must be carried out in accordance with and subject to the standards of conduct and ethics which are not in conflict with the ethics, principles and philosophy of the Seventh-day Adventist Church.
10. **RESIDENT'S GENERAL OBLIGATIONS.** The position of Resident entails provision of care commensurate with Resident's level of advancement and competence, under the general supervision of appropriately privileged attending Medical Staff members. Resident expressly agrees to faithfully perform the duties assigned to Resident to the best of his/her skill and ability under the general direction of the GMEC and the specific direction of members of the Medical Staff. Resident acknowledges, understands, and agrees that he/she:
- (A) Will participate in providing safe, effective and compassionate patient care;
 - (B) Will develop an understanding of the ethical, socio-economic and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in the provision of patient care;
 - (C) Will participate in the educational activities of the GME Program and, as appropriate, assume responsibility for teaching and training students and other residents, as directed, and participate in institutional orientation, educational programs, and other activities involving the Medical Staff, as appropriate;
 - (D) Participate in the evaluation of the GME Program and its faculty as requested;
 - (E) Adhere to ACGME institutional and program requirements;
 - (F) Participate in Medical Staff committees to which Resident may be appointed or invited;
 - (G) Maintain current certification in Basic Life Support (BLS) or Advance Cardiac Life Support (ACLS) at all times; failure to renew in a timely manner will result in suspension from the training program
 - (H) Live within 30 miles from LLUMC. If he/she chooses to live further away from LLUMC, no additional accommodation or benefits will be provided;
 - (I) Is responsible to adhere to the duty hour policies of LLUMC, the training program and comply with any applicable ACGME requirements. Rotations shall be established by the Program Director, where assigned, and may include weekend requirements and on-call responsibility; the responsibility for patients is continuous and not necessarily limited to any scheduled hours;
 - (J) He/She shall wear proper medical attire as established by the rules, regulations and policies of the Medical Center, the Affiliated Institution (as assigned), the GMEC, the Director of Graduate Medical Education, and/or the Program Director. Refer to LLUMC's Policy I-20 "Dress and Appearance".
 - (k) He/She will refrain from accepting fees from any patient for services rendered at LLUMC or its Affiliate Institutions;
 - (L) The Medical Center and/or the Affiliated Institution shall have the right to the exclusive services of Resident during all scheduled hours, including weekend and on-call responsibilities, as determined by the Program Director;
 - (M) Moonlighting: Residents are not required to engage in moonlighting;
 - (N) He/She is required to and will complete all medical records accurately, timely, and in accordance with policies of the GMEC and of the respective institutions participating in the GME Program. FAILURE TO COMPLY WITH THIS REQUIREMENT REGARDING MEDICAL RECORD COMPLETION MAY RESULT IN DISCIPLINARY ACTION INCLUDING SUSPENSION FROM THE GME PROGRAM WITHOUT PAY, AND/OR TERMINATION FROM THE GME PROGRAM at the sole and absolute discretion of the GMEC and/or the GME Director;
 - (O) He/She must obtain and maintain a current non-restricted State of California Medical License within the time frame required by LLUMC and the MBC, as outlined in "California Medical License Requirements" Policy GMEC-18, which is included in the Resident Information Booklet. All Residents beyond the first year of graduate medical education must consult with the House Staff Office (hereinafter "HSO") regarding MBC requirements. Failure to apply for, obtain, and maintain a California Medical License as required by LLUMC's HSO and the MBC shall result in **TERMINATION FROM THE GME PROGRAM**.

This action is based upon state law; therefore, it is not grievable under the House Staff Grievance Policy and Procedure.

11. USMLE/COMLEX. Resident acknowledges, understands, and agrees that:

- (A) Failure to pass USMLE Step 2 or COMLEX-USA Level 2 by the end of the PYG-1 year (12 months of ACGME training) will result in NONRENEWAL OF THE TRAINING AGREEMENT.
- (B) PGY-1 Residents are required to take and pass USMLE Step 3 or COMLEX-USA Level 3 by the end of the 8th month of residency training. LLUMC allows two days off with pay to take USMLE/COMLEX-USA Level 3 for the first time.
- (C) PGY-2 Residents entering a training program at LLUMC are required to successfully pass USMLE Step 3 or COMLEX-USA Level 3 prior to completion of the PGY-2 year of training. Failure to do so will result in NONRENEWAL OF THE TRAINING AGREEMENT.

12. MEDICAL LICENSE. Resident acknowledges, understands, and agrees that:

- (A) Mere acceptance and/or completion of the GME Program does not in any way guarantee that Resident will receive a license of any kind from any source;
- (B) It is his/her sole responsibility to comply with all LLUMC and MBC licensure requirements; and,
- (C) The Medical Center is under no obligation whatsoever to assist Resident in obtaining a license of any kind from any source. The Medical Center is willing, however, to supply documentation concerning training in the Medical Center sponsored GME Programs provided such request is submitted in writing in advance to the HSO.

13. PROVISION OF MEDICAL LICENSE AND DEA REGISTRATION. Resident understands, acknowledges and agrees that he/she must provide a copy of the initial California Medical License to the HSO no later than ten (10) days after receipt of the California Medical License. Moreover, if Resident is required by his/her residency program to obtain a Drug Enforcement Administration (hereinafter "DEA") Registration, he/she must similarly provide a copy of the Registration and an opportunity to verify the authenticity of the copy by observing the original.

14. DRUG-FREE WORKSITE. Resident's signature affixed to this AGREEMENT certifies that Resident shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances, as described in LLUMC's "Drug-Free Worksite Policy" I-58, while performing services under this AGREEMENT. It is the responsibility of Resident to read, understand and abide by Policy I-58 "Drug-Free Worksite Policy", which is included in the Resident Information Booklet.

15. RESIDENT IMPAIRMENT: Any Resident who believes he/she may be impaired by physical or mental illness, substance abuse or any other impairment should, as a matter of professionalism, seek the assistance of the Resident Well-Being Committee. A Resident who is determined to be impaired during the GME program will be subject to the Graduate Medical Education Policy GMEC-23 "Physician Impairment and Substance Abuse", which is included in the Resident Information Booklet.

16. ANTI-DISCRIMINATION AND SEXUAL HARASSMENT. Resident's signature affixed to this AGREEMENT certifies that Resident will review, does understand and does agree to abide by LLUMC's policies on anti-discrimination and sexual harassment. It is Resident's responsibility to read, understand and abide by both LLUMC's Policy I-68 "Equal Employment Opportunity" and LLUMC's Policy I-39, "Non-Discrimination and Anti-Harassment", which are included in the Resident Information Booklet.

17. VIOLENCE IN THE WORKPLACE. LLUMC embraces a **ZERO TOLERANCE policy for workplace violence. Acts, comments or threats of physical contact and/or violence, including intimidation, harassment and/or coercion, whether of a joking nature or otherwise, which involve or affect LLUMC or any of its staff, employees or visitors, or which occur on LLUMC property or on any Affiliate Institution's property, will not be tolerated. It is the responsibility of Resident to read, understand, and abide by LLUMC's Policy I-71, "Violence in the Workplace", which is included in the Resident Information Booklet.**

18. MEDICAL CENTER'S GENERAL OBLIGATIONS. The Medical Center agrees to the best of its ability to:

- (A) Provide a suitable environment for Graduate Medical Educational experience(s), as determined in the Medical Center's sole and absolute discretion;

- (B) Provide and maintain an accredited or otherwise recognized GME Program in the specialty in which Resident is appointed. However, this AGREEMENT may be terminated or suspended by the Medical Center at any time in the event any cause beyond the Medical Center's control, as determined in the sole and absolute discretion of the Medical Center, renders it impracticable for whatever reason, for the Medical Center to continue with the GME Program. This AGREEMENT may also be terminated in the event of termination of the GME Program or in the case of financial exigency as determined by the Medical Center. In such an instance, the Medical Center shall endeavor to use its best efforts to assist Resident in obtaining comparable alternative training. In addition, LLUMC will inform Resident in the event of any adverse accreditation action taken by the ACGME within a reasonable period of time after LLUMC is notified an action has been taken; and,
- (C) Allow Resident to engage in any professional activities at LLUMC or its Affiliated Institutions for which he/she is qualified as may be approved by the Program Director and the GMEC.

19. **FINANCIAL SUPPORT AND BENEFITS.** The Medical Center agrees to provide financial support, benefits, meals, and leaves of absence as found on ATTACHMENT B ("Resident Financial Support and Benefit Schedule").
20. **PROFESSIONAL LIABILITY COVERAGE.** The Medical Center agrees to provide professional and general liability coverage for the authorized activities of Resident under this AGREEMENT. It is specifically understood and agreed that this coverage **SHALL NOT APPLY** to any unauthorized activity. The professional and general liability coverage is an occurrence plan, thus eliminating the need for "tail coverage".
21. **PERFORMANCE EVALUATION.** Since the position of Resident involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, the competence, knowledge, skills, and professional growth of Resident is evaluated on at least a semi-annual basis. An unsatisfactory evaluation can result in required remedial activities, temporary suspension from duties, or termination from the GME Program. The GME Program maintains a confidential record of the evaluations. The GME Program will provide periodic written evaluation(s) of Resident's performance to the HSO pursuant to GMEC policy and procedure, to be made a part of Resident's permanent academic record. Resident may request copies of the academic evaluations from the HSO during normal business hours with 10 days written notice.
22. **REBUTTAL.** The Resident has the option of rebutting and/or disputing any evaluation(s) in the permanent academic record with which Resident disagrees. Disputes may be dealt with through the House Staff Grievance Policy and Procedure included in the Resident Information Booklet, as appropriate.
23. **PROGRAM TRANSFER.** Transferring from one Medical Center sponsored GME Program to another Medical Center sponsored GME Program during an appointment period covered by this AGREEMENT is prohibited unless:
- (A) Resident requests in writing to his/her Program Director to be released, and;
 - (B) The request for release is approved in writing by his/her Program Director, and;
 - (C) The request for release is approved by the GMEC. The GMEC, in its sole and absolute discretion, shall determine if there is to be a release from this AGREEMENT. If a release is approved, it is understood that such release shall not take place unless and until there is satisfactory completion of all current obligations and responsibilities of the current GME Program by Resident and such completion is affirmed in writing by the Program Director.
24. **COMPLAINTS/DIFFERENCES.** All complaints or differences arising with regard to the services provided hereunder, or the interpretation of the terms of this AGREEMENT, and the Attachments hereto, shall be reviewed, investigated and acted upon by the GMEC and the Medical Center Administration in accordance with such procedures as they shall establish from time to time.
25. **TERMINATION CLEARANCE PROCESS.** On or before the date of completion of the GME Program, or upon termination, resignation, or non-renewal of the Agreement: 1) all Medical Center property issued to the Resident during the GME Program must be returned to the HSO; 2) Resident must complete all medical records; and 3) Resident must complete the following documents PRIOR to departing from the GME Program:
- (A) An "Exit Interview Questionnaire" provided by the Medical Center as part of its Compliance Program; and,

(B) A "House Staff Clearance Form" provided by the Medical Center's HSO.

26. **CERTIFICATE OF COMPLETION.** Resident shall be awarded a Certificate of Completion of Graduate Medical Education if the PGY-1 year has been successfully completed at LLUMC, as applicable. In addition, Resident shall be awarded a Certificate of Completion if the required number of years of training in a GME Program have been successfully completed, as applicable. Awarding of a Certificate of Completion is contingent upon the relevant periods of appointment having been completed to the satisfaction of the faculty of the GME Program, the Program Director, and the GMEC. Awarding of such Certificate of Completion will be conditioned upon Resident having, on or before the date of termination of this AGREEMENT, returned all Medical Center property delivered to him/her, completed all patient and other records for which he/she is responsible, completed the "Exit Interview Questionnaire", as appropriate, and settled all his/her obligations with the GME Program, the HSO, the Medical Center, and any of its Affiliated Institutions, as appropriate, including those obligations identified in paragraph 24.
27. **THIRTY-DAY TERMINATION.** Except as provided in Paragraph 17(B) above, either party may terminate this AGREEMENT prior to its expiration date with thirty (30) days prior written notice. If the Medical Center terminates this AGREEMENT, pay in lieu of thirty (30) days notice, or any combination of notice and pay, may be utilized at the discretion of the Director of Graduate Medical Education. If such termination takes place at the request of the Resident, it is understood and agreed that the Medical Center must be provided with an opportunity for an "exit interview" with the Resident to discuss any comments, differences of opinions, dissatisfactions, or complaints of the Resident. This "exit interview" is in addition to the "Exit Interview Questionnaire" referred to in Paragraph 24(A) herein. If such termination occurs at the direction of the Medical Center, the Resident retains the right to utilize the House Staff Grievance Policy and Procedure.
28. **SUSPENSION/TERMINATION.** This AGREEMENT with Resident may be suspended or terminated by the Program Director, the Director of Graduate Medical Education, the GMEC, or the Medical Center Administration at any time if: 1) it is discovered that material facts presented by Resident at the time of application or re-application are misleading or not true, or 2) Resident's actions and responsibilities are carried out in conflict with the ethics, principles, and/or philosophy of the medical profession as defined by LLUMC, or 3) Resident's actions and responsibilities are carried out in conflict with the ethics, principles, and/or philosophy of the Seventh-day Adventist Church, or 4) the welfare of any patient may be placed in jeopardy due to any one or more of the following conditions:
- (A) Gross act not commensurate with good medical practice.
 - (B) Disciplinary action imposed by the MBC.
 - (C) Resident's conviction or plea of guilty or nolo contendere to a felony or misdemeanor or any crime involving moral turpitude, including but not limited to substance use or abuse.
 - (D) Failure to satisfactorily meet the standards of the GME Program or to make reasonable progress towards satisfaction of those standards.
 - (E) Conduct not commensurate with good moral standards including, but not limited to, unprofessional conduct.
 - (F) When it is believed Resident's capacity is diminished by use of drugs or alcohol.
 - (G) When responsible faculty, in conjunction with the Program Director, and/or the Director of Graduate Medical Education or his/her designee, or the Medical Center Administration, believes that the Resident's effective capacity has been seriously diminished by emotional, mental or physical factors.
 - (H) Failure to fulfill residency/fellowship responsibilities.
 - (I) Failure to keep charts, records and reports accurate, up to date, and signed at all times.
 - (J) Failure to maintain current Basic Life Support (BLS) certification at all times
29. **DUE PROCESS.** In the event the Resident is suspended or terminated for any reason, or if any dispute arises concerning Resident's eligibility to receive a Certificate of Completion of Graduate Medical Education (hereinafter "Certificate"), the Resident may exercise any and all due process rights in accordance with the House Staff Grievance Policy and Procedure established by the GMEC and the Medical Center Administration. **THE HOUSE STAFF GRIEVANCE POLICY AND PROCEDURE MUST BE UTILIZED IF RESIDENT WISHES TO CHALLENGE THE DECISION REGARDING SUSPENSION, TERMINATION OR ELIGIBILITY TO RECEIVE THE CERTIFICATE, AND IS A PRE-CONDITION TO SEEKING JUDICIAL RELIEF.** The House Staff Grievance Policy and Procedure GMEC-20 is included in the Resident Information Booklet. Additional copies may be obtained from the HSO.

30. **FINAL AND BINDING DECISION.** The final decision reached through the House Staff Grievance Policy and Procedure by the Medical Center Administration shall be *final and binding* between the parties to this AGREEMENT.
31. **ACKNOWLEDGMENT OF GRIEVANCE PROCEDURE.** In executing this AGREEMENT for Graduate Medical Education Training, Resident specifically acknowledges: 1) having read the provisions of paragraphs 24 through 29; 2) his/her understanding and agreement to be bound by all provisions of this AGREEMENT including all provisions of paragraphs 24 through 29 relating to Grievances and Disputes, and; 3) his/her understanding and agreement to participate in any and all procedures established pursuant to paragraphs 24 through 29, including appearance at any interviews, hearings, and/or other proceedings, whether informal or formal, as described in the House Staff Grievance Policy and Procedure referred to in this AGREEMENT.
32. **NOTICE TO AMA.** If this AGREEMENT is terminated prior to its expiration date or if it is determined that Resident is ineligible to receive a Certificate of Completion, each party to this Agreement, at its option, may submit an explanatory statement to the Council on Medical Education of the American Medical Association. It is understood and agreed that such statements shall be available to any inquirers at the discretion of such Association.
33. **GOOD FAITH.** The Medical Center and Resident further agree that they have entered into this AGREEMENT in good faith and acknowledge their respective ethical and legal obligations to fulfill such AGREEMENT until its expiration date, except in the cases provided for in paragraphs 17(B), 26 and 27, or in circumstances where Resident is unable to do so because of an incapacitating accident or illness.
34. **ASSIGNMENT.** Nothing in this AGREEMENT shall be construed to permit assignment by Resident of any rights or obligations under this AGREEMENT. Such assignment is expressly prohibited.
35. **CALIFORNIA LAW.** The Medical Center is licensed under the laws of the State of California and most, if not all, of the services to be rendered hereunder shall be performed in California. Accordingly, this AGREEMENT shall be construed and interpreted under and according to the laws of the State of California.
36. **PARTIAL INVALIDITY.** If any provision or part of a provision in this AGREEMENT is determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.
37. **WAIVER OR FAILURE OF A CONDITION.** Waiver or failure of any condition shall not operate as nor be construed to be a waiver of a subsequent failure of the same or other condition.
38. **COUNTERPARTS.** This AGREEMENT may be executed in counterparts, each of which shall be deemed an original; the counterparts shall together constitute a single AGREEMENT.
39. **HUMAN SERVICES PROVISION.** Pursuant to the requirements of the Health and Human Services Department, until the expiration of four (4) years after the performance of services pursuant to this AGREEMENT, the Medical Center and Resident shall make available, upon written request by the Health and Human Services Secretary, or upon request by the Controller General, or any of the duly authorized representatives, this AGREEMENT, any book(s), document(s) and record(s) of the Medical Center and/or Resident that are necessary to certify the nature and extent of costs pursuant to this AGREEMENT. If the Medical Center or Resident carries out any of the duties of this AGREEMENT through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Health and Human Services Secretary, or upon request by the Controller General, or any of their duly authorized representatives, the subcontract(s), as well as any book(s), document(s), and record(s) of such organization(s) that are necessary to verify the nature and extent of such costs.
40. **MODIFICATION OF AGREEMENT.** Any modification of this AGREEMENT will be effective only if it is communicated in writing and only if signed by the parties to be charged.

41. **ACKNOWLEDGEMENT.** Resident acknowledges and understands that he/she is required and responsible for accessing the Resident Information Booklet and GMEC Policies on the New Innovations Welcome Page. Resident's signature certifies that he/she agrees to read and abide by the information contained in the Resident Information Booklet and GMEC Policies.

WHEREAS, Loma Linda University Medical Center and Resident have caused this AGREEMENT to be executed as set forth below. This AGREEMENT is not valid until signed by the designated Medical Center representative.

DATED _____ BY: _____
PROGRAM DIRECTOR

DATED _____ BY: _____
RESIDENT

DATED _____ BY: _____
VICE-PRESIDENT FOR MEDICAL ADMINISTRATION
LOMA LINDA UNIVERSITY MEDICAL CENTER, INC.,
A California Not For Profit Religious Corporation

**ATTACHMENT A
"RELEASE AND AUTHORIZATION"**

This document is incorporated by reference in the Graduate Medical Education Training Agreement signed by the Resident. In executing this Graduate Medical Education Training Agreement, I specifically acknowledge that I have read, understand and agree to be bound by all of the provisions of the AGREEMENT including the provisions regarding Grievances, Complaints and Termination, (i.e. paragraphs 25 through 32, as well as the actual policies and procedures) as well as to participate in any and all procedures established pursuant to such paragraphs (including but not limited to appearances at any interviews, hearings or other proceedings).

I understand that Loma Linda University Medical Center (hereinafter "LLUMC") has an interest in evaluating materials that are relevant to my completion of the GME Program and fulfillment of my obligations under this AGREEMENT, including materials that are relevant to my professional competence, ethical and moral qualifications, and character. I, therefore, agree that the Medical Center Administration, the GME Director, the Program Director(s), the Graduate Medical Education Committee members, and/or their designated representatives, may:

- (1) Consult with medical school deans, administrators, and faculty members of institutions of learning, medical staff members of LLUMC and of other hospitals with which I have been associated, and any other person or entity who may have information which may bear on my professional competence, ethical and moral qualifications and character; and/or,
- (2) Inspect and/or copy all records and documents, including academic and disciplinary records, at medical centers, hospitals, clinics, as well as at universities and colleges which I have attended, and any and all medical and other records in any way related to my professional competence, ethical and moral qualifications, and character, wheresoever located.

I hereby consent to the release of such information, records and documents for such purposes to the LLUMC and HSO from any and all individuals and organizations as indicated herein.

I release from any and all liability LLUMC, LLUMC Administration, the GME Director, the Graduate Medical Education Committee, LLUMC's Medical Staff, any Program Director, and any and all their officers, employees, agents or representatives for their acts, communications, reports, recommendations or disclosures performed in good faith as an incident to any action, inaction, proceeding, review or assessment undertaken in connection with this AGREEMENT. I further release from liability any and all individuals and organizations which provide information, in good faith, to LLUMC, LLUMC Administration, the GME Director, the Graduate Medical Education Committee, the HSO, LLUMC's Medical Staff, any Program Director, and any and all their officers, employees, members, agents or representatives concerning my academic and/or professional performance and competence, ethics, moral qualifications and character, and any other information which may be relevant to any review, evaluation, or other proceeding carried out in connection in any way with this AGREEMENT. In addition to these specific releases, the parties listed in this paragraph shall be entitled, to the fullest extent permitted by law, to absolute immunity from liability arising from any such act, communication, report, recommendation or disclosure.

I FURTHER UNDERSTAND THAT LLUMC, LLUMC ADMINISTRATION, ITS GRADUATE MEDICAL EDUCATION COMMITTEE, THE GME DIRECTOR, PROGRAM DIRECTORS, MEMBERS OF ITS MEDICAL STAFF AND ANY OTHER EMPLOYEES, AGENTS OR REPRESENTATIVES ARE ACCORDED RIGHTS, PRIVILEGES, AND IMMUNITIES WITH RESPECT TO THE RELEASE TO THIRD PARTIES OF INFORMATION EACH MAY HAVE CONCERNING ME UNDER SECTION 805 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, SECTIONS 43.7, 43.8 AND 47 OF THE CALIFORNIA CIVIL CODE, AND OTHER APPLICABLE PROVISIONS OF CALIFORNIA AND/OR FEDERAL LAW. I HEREBY CONSENT TO ANY SUCH RELEASE OF INFORMATION WHICH IS MADE OR GIVEN IN A MANNER WHICH IS BELIEVED IN GOOD FAITH TO QUALIFY FOR AND/OR QUALIFIES FOR ANY IMMUNITY(IES) AND/OR PRIVILEGE(S) AFFORDED BY APPLICABLE PROVISIONS OF CALIFORNIA AND/OR FEDERAL LAW.

Moreover, I specifically consent to the release of any information requested by a third-party payor or auditor of or for a third-party payor relevant to my qualifications and/or any duties performed or not performed by me under this training AGREEMENT as determined solely by LLUMC.

I further agree that, upon request of LLUMC and/or its HSO, I will execute releases in accordance with the tenor, spirit and intent of this AGREEMENT, including paragraphs 24, and 28 through 32, in favor of any individual or organization, subject to such requirements, including those of good faith, as may be applicable under the laws of the State of California and/or the Federal government.

I ACKNOWLEDGE THAT MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, THE ATTACHMENT (S) HERETO, AS WELL AS THE LLUMC RESIDENT INFORMATION BOOKLET, AND/OR ALL POLICIES AND PROCEDURES IN PLACE OR DEVELOPED BY LLUMC OR IT'S AUTHORIZED AFFILIATES TO SUCH AGREEMENT.

DATED _____ BY: _____
RESIDENT

**ATTACHMENT B
RESIDENT FINANCIAL SUPPORT
AND BENEFIT SCHEDULE
2009-2010
(Effective July 2009)**

FINANCIAL SUPPORT: The Medical Center agrees to pay Resident on a biweekly basis as noted below. Payment is determined by the PGY-level of the Resident's appointment.

<u>LEVEL</u>	<u>ANNUAL FINANCIAL SUPPORT</u>	<u>BIWEEKLY FINANCIAL SUPPORT</u>
PGY-1	\$47,063.00	\$1,810.40
PGY-2	\$48,828.00	\$1,878.40
PGY-3	\$50,659.00	\$1,948.80
PGY-4	\$52,599.00	\$2,023.20
PGY-5	\$54,530.00	\$2,097.60
PGY-6	\$56,574.00	\$2,176.00
PGY-7	\$69,500.00	\$2,672.80
PGY-8	\$69,500.00	\$2,672.80

BENEFITS: The Medical Center agrees to provide the following benefits based upon a twelve-month appointment:

- **HEALTH PLAN COVERAGE**

Health care coverage is available under the **LLUMC Residents Health Plan** for medical and optical expenses, as well as for counseling, psychological and other support services for Resident and Resident's spouse and/or dependent children, with a monthly payroll deduction for the premium. Optional dental coverage is available, if selected, with a monthly payroll deduction for the premium.

Coverage under the Plan is effective on the first day of attendance at Orientation, or on the effective date of the training agreement, providing appropriate enrollment forms have been completed, signed and submitted to the HSO.

The Plan is a self-insured, employer-sponsored health care benefit plan; it is not an insurance program. In order to receive any coverage under the plan, Resident must complete an enrollment form and submit the form to the HSO. *Any changes in family or eligibility status (such as change in marital status, new children, unemployed spouse, etc.) must be reported within 30 days of the change in eligibility status.*

The health care coverage is limited to the terms and conditions of the Residents Health Plan (hereinafter "Plan"), an employer-sponsored health care plan. Health care benefit coverage under such Plan is provided only for the term of Agreement. Resident shall pay all hospital or medical expenses beyond that which is paid by the Plan whether the care is at LLUMC or elsewhere. Details of the Plan are available at Risk Management and/or HSO.

- **DISABILITY/LIFE INSURANCE**

A guaranteed issue, group long-term disability plan and term life insurance plan is provided at LLUMC's expense. Details are available at HSO.

- **DAYS OFF**

Residents are to have 4 (four) 24-hour periods (1 day in 7) free of patient care responsibilities each month, averaged over four weeks. During months with legal holidays, i.e. January, February, May, July, September, November and December, Residents will have one additional day off for a total of 5 (five) days off duty. During the month of November, there are two official holidays – at the discretion of the Attending Physician and/or Program Director, the Resident may have 5 (five) days off during October and 5 (five) days off during November, OR 4 (four) days in October and 6 (six) days in November.

- **LEAVE**

The following leave allowances and provisions, based upon a twelve-month appointment are provided; leave provisions will be prorated for appointments of shorter duration. For purposes of paid leave (vacation, sick, funeral, etc.) a week is considered Monday through Friday; weekends are not included in calculations of leave time off. Refer to GME Policy GMEC-21 for full details concerning leave allowances.

<u>Paid Leave (Vacation)</u>	PGY-1	Three weeks (15 days)
	PGY-2 to PGY-8	Four weeks (20 days)

Paid Leave (Vacation) may not be taken and will not be granted during the first or last month of the GME Program under this AGREEMENT, subject only to the discretion of the Program Director, the GME Director and/or the Medical Center Administration. Scheduling of Paid Leave (Vacation) is at the discretion of the Program Director, the GME Director and/or the Medical Center Administration, as appropriate. Arrangements for Paid Leave (Vacation) of more than three (3) consecutive days should be made at least 30 days in advance. Appropriate forms and procedures for requesting leave may be obtained from the HSO.

Sick Leave: Ten (10) regularly scheduled days off for paid sick leave are provided. Resident must notify the Attending Physician on service, the GME program office and HSO when Sick Leave is utilized.

Legislated Leaves: Refer to Medical Center Policy I-69 "Legislated Leaves" and Graduate Medical Education Policy GMEC-20 "Legislated Leaves" for specific information pertaining to Family & Medical Leave Act "FMLA" (federal), Worker's Compensation (state), California Family Rights Act "CFRA" (state), Pregnancy Disability Act (state).

Paternity Leave: Resident may use one week of sick leave for "Paternity Leave", provided there is available sick leave. If no sick leave is available, paid leave (vacation) time may be used, or if there is no vacation time available, the Resident may take off one week without pay. Refer to Graduate Medical Education Policy GMEC-21 "Leave Allowances" for additional information and requirements concerning Paternity Leave.

Funeral Leave: Three (3) regularly scheduled workdays off with pay for funeral leave in the case of a death in the Resident's immediate family. "Immediate family" is defined as parents, spouse, children, stepchildren, siblings, grandparents, grandchildren, father-in-law, and mother-in-law.

Leave of Absence (LOA). A LOA request must be made in writing on the official HSO "Leave of Absence Request" form at least two weeks prior to the requested time off, and must be approved by the Program Director and Executive Director of HSO. Refer to Graduate Medical Education Policy GMEC-22 "Leave of Absence" for detailed information. LOA may have an effect upon the completion date of the training program; the Program Director, in compliance with Program and Board requirements, will determine whether leave time must be made up.

- **ON -CALL MEALS**
Two (2) \$6 on-call meal tickets will be provided for Residents who are required to take overnight in-house call. On-call meal tickets are available in the residency program office.
- **CAFETERIA PAYROLL DEDUCTION OPTION**
Residents may elect to enroll in an automatic payroll deduction of cafeteria option for purchases in cafeterias on campus (does not include on-call meal tickets). The payroll deduction process eliminates the need to carry cash and provides a faster transaction time at the cash register. Payroll deduction and employer provided discounts only apply upon presentation of an activated ID Badge. Forms for signing up can be obtained from a cashier or at Nutritional Services, Medical Center Suite 1301.
- **WHITE COATS**
Three (3) white coats are issued at the beginning of the initial year of the GME Program at LLUMC. Resident may retain the coats at the termination of the GME Program.
- **SCRUBS**
Scrubs are provided through vending machines located in the Medical Center. Access to the scrub vending machines is by use of the ID Badge with a specific bar code attached that identifies the Resident; request forms are available from Linen Service on A-Level.
- **EMPLOYEE ASSISTANCE PROGRAM**
The Medical Center provides counseling services through an Employee Assistance Program (hereinafter "EAP"), available for Residents in GME Programs. Specific details are available from "EAP" or from HSO.

- **PAGER**
A 2-way pager, with charger, is provided for Resident's use throughout the GME Program appointment period. Upon termination from the GME program, the pager must be returned to the HSO as required by HSO policy.
- **TUITION BENEFIT REIMBURSEMENT**
A full-time benefit-eligible Resident shall be eligible for a maximum of 8 units (credit hours) of reimbursement for undergraduate or graduate college tuition during any calendar year, at the current prevailing Loma Linda University per unit rate of tuition or the accredited educational institution per unit rate of tuition, whichever is less, and may be reimbursed up to \$300 (per calendar year) for the purchase of textbooks required for classes covered by the tuition benefit, within the guidelines of Medical Center Policy K-24 "Education Tuition Benefit and Employee Financial Assistance", available on the LLUMC's VIP page.
- **HOUSING**
There is no provision whatsoever for housing accommodations for Resident or Resident's dependents.
