



## Graduate Medical Education - Residency Contract

THIS AGREEMENT is made and executed this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by and between Borrego Health, a California not-for-profit Federally Qualified Health Center ("organization"), and, \_\_\_\_\_("Resident")

### RECITALS:

**WHEREAS**, the Resident is a graduate medical student who has been accepted for enrollment in an advanced graduate medical training program at Borrego Health; and

**WHEREAS**, the Residency Program is sponsored by an institution engaged in providing medical care services; and

**WHEREAS**, those institutions, organizations and agencies offering programs in graduate medical education assume the responsibility for the educational validity of all such programs; and

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

**WHEREAS**, satisfactory completion of each residency year of graduate medical education is necessary for the advancement to the next level of the graduate medical education program; and

**WHEREAS**, the activities of the Residency Program are those recommended by the Accreditation Council for Graduate Medical Education (ACGME) and specialty boards that govern medical education; and

**WHEREAS**, during his/her training, the Resident will, as described below, receive an annual stipend and additional educational support, the amount of which is not related to the nature of services the Resident renders or the number of hours he/she spends in patient care; and

**WHEREAS**, the Resident and the organization agree that their relationship is solely educational, and

**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 Residents to fulfill institutional service obligations.



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### IT IS THEREFORE UNDERSTOOD AND AGREED AS FOLLOWS:

In consideration of the foregoing terms, covenants, and conditions hereinafter set forth, each of the parties agree the following will govern the operation of the Program:

#### 1. Program Description

- a. Duration of Program: Begins on \_\_\_\_\_, 201\_\_ and ends on \_\_\_\_\_, 201\_\_.
- b. Field of Graduate Medical Education: \_\_\_\_\_
- c. Level of Training: \_\_\_\_\_

#### 2. Educational Support

- a. Annual Salary: \_\_\_\_\_
- b. Educational Leave: Paid leave for dates of COMLEX III and/or Board examinations with prior approval by Program Director.

#### 3. Benefits

Resident shall be permitted to enroll in any benefits plan offered to other similar employees by Borrego Health, subject to the same conditions applicable to other exempt employees and the terms and conditions of the organization's current benefit plans and or policies. The benefits may be unilaterally modified from time to time.

#### 4. Professional Liability Insurance.

The organization agrees to provide professional liability insurance coverage for the Resident for the duration of his/her training. 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 organization's professional liability coverage provided to other medical and professional practitioners.

#### 5. Organization Obligations

- a. **Environment of Training:** Provide a suitable environment for Program training consistent with the standards promulgated from time to time by the ACGME in the "Common Program Requirements."
- b. **Designation of Director:** Provide and designate a Designated Institutional Official, Program Director and his/her designee to serve as the person or persons responsible for the implementation of this Agreement and for the overall supervision of the Resident.



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- c. **Intern/Resident Involvement:** Organization will provide the opportunities for the involvement of the Resident in the appropriate areas and scope for patient care activities to include interactions through the appropriate organization committees.
- d. **Quality Improvement and Risk Management Activities:** The Resident agrees to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Designated Institutional Official or Program Director, or Risk Management, and to provide such statistical information as may be required to fulfill the Quality Improvement/Risk Management efforts of the organization.
- e. **Dress Code:** Uniforms and lab coats, embroidered with the Resident and hospital name, will be provided by the organization. The Resident shall be subject to the dress code described in the Resident's Manual and organization's dress code policy as distributed by organization to all Residents.
- f. **Housing:** Personal housing must be obtained and fully paid for by the Resident.
- g. **Drug Free Workplace:** The organization has been designated as a Drug Free Workplace and the Resident is expected to comply with the policy. The organization shall inform the Resident and make available, the organization's written policy for Drug Free Workplace.
- h. **Harassment Policy:** The organization has established a policy not to permit or condone remarks and/or activity concerning unwelcome sexual advances, requests for sexual favors, or any other conduct of a sexual nature. The organization's policy, which will be made available to the Resident, defines and prohibits harassment and sets forth a protocol whereby complaints of harassment, sexual harassment and exploitation may be addressed in a manner consistent with the law and due process. Such policy on harassment may be changed by the organization from time to time.
- i. **Organization Sponsored Counseling:** The organization provides the Resident access to participation in organization sponsored counseling (Employee Assistance Program), medical, psychological, and other support services on a confidential basis, including matters relative to Resident impairment. These services are described in the organization's policy, a copy of which will be made available to the Resident, which sets forth the various forms of employee assistance provided by the organization to the Resident.

### 6. Resident's Obligations

- a. **Duty Hours:** The organization is responsible for promoting patient safety and education through carefully constructed duty-hour assignments and faculty availability. The organization and the Resident will abide by all ACGME requirements regarding duty hours, including the 80-Hour Work Rule and the work environment for Residents as applicable.
- b. **State of California Unlicensed Physician Registration:** Resident must provide the information required to obtain the appropriate State of California Unlicensed Physician Registration as required by the State of California Statutes. Failure to comply with this requirement will be grounds for immediate suspension or



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termination of appointment. The State of California Unlicensed Registration must be submitted and approved prior to the commencement of the academic year.

- c. **Assignments/Rotations:** Assignments and rotations will be carried out by the Resident as defined and scheduled by the Designated Institutional Official/Program Director under the guidelines of the ACGME and Graduate Medical Education Committee.
- d. **Continuation and/or Promotion in the Program:** Continuation and/or promotion in the Program are 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: formal written evaluations by medical staff/faculty physicians; scheduled written examinations; scheduled oral examinations; practical examinations at the bedside; and formal conference presentations. In addition, each Resident should expect to review his/her performance with the Designated Institutional Official/Program Director or designee as directed and/or dictated by ACGME requirements. Any required makeup time must be completed at the end of the contracted year and/or before promotion to the next level of training. A Resident receiving an inadequate evaluation may be required to repeat the rotation/assignment to obtain approval prior to completion of year.

Prior to commencing third year (OGME 3) of Internal Medicine Residency, the resident will be required to have successfully passed the COMLEX Part III pursuant to ACGME standard.

- e. **Medical Records:** In conformity with the Borrego Health Medical Staff, the Resident is required to complete medical records and/or documentation. The Resident shall comply with all organization Medical Staff Bylaws, Rules and Regulations and policies regarding the completion of medical records. Completion of the medical record, including history and physicals and dictation of a discharge summary is an integral component of medical care and is part of the Resident's responsibilities. A medical record not completed within the time specified in the Bylaws is delinquent. Resident shall be subject to suspension from the residency program for having three (3) or more delinquent charts. Any suspension of Resident for delinquent charting shall require additional training time at the end of the internship training period equivalent to the time period(s) of suspension, for which Resident shall not be eligible for additional compensation.
- f. **Compliance with Laws, Regulations, Accreditation:** Resident acknowledges that the organization has certain obligations in connection with applicable laws, regulations and accreditation standards, including but not limited to the Patient Self-Determination Act, the Health Care Quality Improvement Act, the Health Care Quality Improvement Act, the Health Care Surrogate Act, and Regulations, the Emergency Medical Treatment and Active Labor Act, the Safe Medical Devices Act, HIPPA, the Medicare Anti-Kickback Statute and Safe-Harbor Regulations, Occupational Safety and Health Administration regulations, Medicare and Medicaid eligibility and reimbursement requirements, legal requirements applicable to the maintenance of state and federal tax-exempt status, the standards of the ACGME Institutional Requirements (or other applicable organization), and all applicable labor



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and civil rights laws. Resident further acknowledges that the organization from time to time may adopt policies, procedures and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards. Resident agrees to cooperate fully with the organization 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 the organization from time to time.

- g. Policies/Standards/Employee Physical/Drug Screening:** Resident shall comply with all policies applicable to organization exempt employees, including: (1) the requirement that a Resident must complete an employee physical examination prior to beginning employment; (2) compliance with the organization's Harassment Policy; and (3) compliance with the organization's Parking and Dress Code Policies, all in accordance with the most recently revised version of such organization policies. Resident is also subject to the organization's policy pertaining to drug screening of employees, as such policy may be amended from time to time. Failure to pass drug screening pursuant to the provisions of the organization policy will result in non-hiring or termination of employment. The results of a positive drug screen will be subject to applicable legal reporting requirements, including any reporting requirements of the California Medical Board. Resident shall honor and abide by all other approved, published policies and procedures of the organization, as may be adopted or amended from time to time. Resident shall conduct himself or herself in a professional manner consistent with the organization's standards. Resident acknowledges that it is the express policy of the organization to prohibit discrimination on the basis of race, color, sex, religion or national origin.
- h. Development of Program Study:** Involvement in a personal program of study and professional growth with guidance from the teaching medical staff and to demonstrate ability to assume graded and increasing responsibility for patient care. Furthermore, Resident shall participate in safe, effective, and compassionate patient care under supervision, commensurate with the level of advancement and responsibility.
- i. Participation in Educational Activities:** Participate fully in the required educational activities of the Program and assume responsibility for teaching and supervising other Residents.
- j. Participation in Organization Committees:** Participate in organization committees, especially those that relate to patient care review activities and provide educational opportunities such as those that include case reviews, etc.
- k. Cost Containment:** Agree to abide and apply cost containment measures in the provision of patient care.
- l. Moonlighting:** Residents are not approved to moonlight.

## 7. Termination



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- a. **Termination for Cause:** The organization may terminate the Residency Agreement immediately for any of the following reasons:
  - i. Professional incompetence of the Resident.
  - ii. Substantial breach of the terms of this Agreement by the Resident.
  - iii. Serious neglect of duty and/or violation of organization Medical Staff Bylaws, Rules and Regulations or policies by the Resident.
  - iv. Conviction of a crime deemed by the Designated Institutional Official to render the Resident unfit to practice medicine.
  - v. Conduct by the Resident that is seriously and clearly prejudicial to the best interest of the organization.
  - vi. Unapproved absence of the Resident from the Program.
  - vii. If the Designated Institutional Official determines that the Resident has materially failed to comply with any specific obligations or intent of this Agreement, he or she shall be authorized to terminate this Agreement or take such disciplinary action, including termination. Such termination resulting from disciplinary action, shall be in writing to the Resident. However, if it is determined that any action by the Resident can seriously affect immediate patient care, a termination or suspension shall become immediate, subject to review. The Resident will have the right to due process by exercising the organization's Grievances-Dispute Resolution System policy.
  
- b. **Termination of Agreement by Resident:** Significant breach of this Agreement by the organization or failure of the organization to provide a quality graduate medical education program in accordance with the ACGME "Common Program Requirements" or for other legitimate reasons as described by Director may allow the Resident to terminate this Agreement upon sixty days (60) written notice. Upon receipt of such notice, the organization may elect to terminate the Resident immediately and waive such notice period. In such an event, the Agreement shall terminate immediately, and the Resident's services for the organization shall terminate effective immediately.
  
- c. **Grievance Procedures:** The organization has established a Grievances-Dispute Resolution System policy whereby the Resident may resolve, in a fair and equitable manner, a dispute or disagreement concerning the interpretation, application or enforcement of this Agreement, or the organization's established policies, rules, regulations, directories or bylaws. The Grievances-Dispute Resolution System policy has been made available to the Resident at the commencement of the academic year.
  
- d. **Program Closure:** In the event the Program is closed or there is a reduction in total number of Residents in the Program, the organization will use its best efforts to allow the Resident to complete the Program at the organization. In the event that continuation of the program is untenable by the organization, organization will utilize its best efforts to transfer the Resident to a comparable residency program within the ACGME Institution.

## 8. General Provisions



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- a. Falsification of any information supplied to the organization by the Resident as part of the entrance requirements of the Program, or knowingly giving false information or assisting others in doing so constitutes grounds for immediate dismissal of the Resident from the Program.
- b. The organization Program expressly acknowledges its obligations as a provider of health care and as an educational institution to maintain as confidential the records of the Resident. These records may be delivered to other health care treatment institutions or prospective employers only upon written request to the organization by the Resident in such form as designated by the organization. Records will be furnished to appropriate government agencies as required by law. Documents to be transmitted will be marked "Confidential".
- c. The rights and obligations of the organization under this Agreement shall inure to the benefit and be binding upon the successors and assigns of organization. Resident may not assign or transfer his/her rights or obligations under this Agreement. Any assignment or transfer made in violation of the provision shall be void.
- d. This Agreement may only be amended or altered in any of its provisions by mutual agreement of the parties hereto, and any such change shall become effective when reduced to writing and signed by such parties or at such other time as such amendment(s) may provide.
- e. The laws of the State of California shall govern this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their respective authorized officers, effective as of the day and year first written above.

Resident: \_\_\_\_\_

Institution: **Borrego Health**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Designated Employer Representative

**Written Release by Mutual Consent:**

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

Effective Date: \_\_\_\_\_, 20 \_\_\_\_.

Resident: \_\_\_\_\_

Institution: **Borrego Health**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Witness