



Graduate Medical Education - Residency Contract

THIS AGREEMENT is made and executed this ____ day of _____, 20____, by and between Borrego Community Health Foundation, a California not-for-profit Federally Qualified Health Center ("Organization"), and, _____("Resident")

RECITALS:

WHEREAS, Resident is a graduate medical student who has been accepted for enrollment in an advanced graduate medical training program at Organization; 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, 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 Resident renders or the number of hours he/she spends in patient care; and

WHEREAS, Resident and 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.

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:



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1. Program Description

- a. Duration of Program: Begins on _____, 20____ and ends on _____, 20____.
- b. Field of Graduate Medical Education: _____
- c. Level of Training: _____

2. Educational Support

- a. Annual Salary: _____
- b. Educational Leave: Paid leave for dates of USMLE/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 Organization, subject to the same conditions applicable to other exempt employees and the terms and conditions of Organization's current benefit plans and or policies. The benefits may be unilaterally modified by Organization from time to time.

4. Professional Liability Insurance

Organization agrees to provide professional liability insurance coverage for 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 and during participation in the Program. The coverage provided will be consistent with 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 name 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 Resident.
- c. **Intern/Resident Involvement:** Organization will provide the opportunities for the involvement of 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:** Resident agrees to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Designated Institutional Official or Program Director and/or Risk Management, and to



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- 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 Resident and hospital name, will be provided by the organization. Resident shall be subject to the dress code described in 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 Resident and will not be supplied by Organization.
 - g. **Drug Free Workplace:** Organization has been designated as a Drug Free Workplace and Resident is expected to comply with the policy. Organization shall inform Resident of and make available to Resident, Organization's written policy for Drug Free Workplace.
 - h. **Harassment Policy:** 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. Organization's policy, which will be made available to 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 Organization from time to time.
 - i. **Organization Sponsored Counseling:** Organization provides Resident with 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 Organization's policy, a copy of which will be made available to Resident, which sets forth the various forms of employee assistance provided by Organization to Resident.

6. Resident's Obligations

- a. **Duty Hours:** Organization is responsible for promoting patient safety and education through carefully constructed duty-hour assignments and faculty availability. Organization and 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 laws of the State of California. Failure to comply with this requirement will be grounds for immediate suspension or termination of Resident's 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 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



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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 of the Family Medicine Residency, Resident will be required to have successfully passed the COMLEX/USMLE Part III pursuant to ACGME standard.

- e. **Medical Records:** In conformity with the Organization's Medical Staff regulations, Resident is required to complete medical records and/or documentation. 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 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 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 and civil rights laws. Resident further acknowledges that 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 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 Organization from time to time.
- g. **Policies/Standards/Employee Physical/Drug Screening:** Resident shall comply with all policies applicable to Organization exempt employees, including without limitation: (1) the requirement that Resident must complete and successfully pass an employee physical examination prior to beginning employment; (2) compliance with Organization's Harassment Policy; and (3) compliance with Organization's Parking and Dress Code



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Policies, all in accordance with the most recently revised version of such Organization policies. Resident is also subject to 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 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 Organization, as may be adopted or amended from time to time. Resident shall conduct himself or herself in a professional manner consistent with Organization's standards. Resident acknowledges that it is the express policy of 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 approved to moonlight only upon prior permission of the DIO and/or Program Director, excluding first year residents. Residents must have received their unrestricted California Medical License. Please see policy regarding moonlighting in the resident handbook.

7. Termination

- a. **Termination for Cause:** Organization may terminate the Residency Agreement immediately for any of the following reasons:
 - i. Professional incompetence of Resident.
 - ii. Substantial breach of the terms of this Agreement by Resident.
 - iii. Serious neglect of duty and/or violation of organization Medical Staff Bylaws, Rules and Regulations or policies by Resident.
 - iv. Conviction of a crime deemed by the Designated Institutional Official to render Resident unfit to practice medicine.
 - v. Conduct by Resident that is seriously and clearly prejudicial to the best interest of Organization.
 - vi. Unapproved absence of Resident from the Program.
 - vii. If the Designated Institutional Official determines that 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,



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shall be in writing to Resident. However, if it is determined by Organization that any action by Resident can seriously affect immediate patient care, a termination or suspension shall become immediate, subject to review. Resident will have the right to due process by exercising Organization's Grievances-Dispute Resolution System policy.

- b. **Termination of Agreement by Resident:** Significant breach of this Agreement by Organization or failure of 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 Resident to terminate this Agreement upon sixty (60) days' written notice. Upon receipt of such notice, Organization may elect to terminate Resident immediately and waive such notice period. In such an event, the Agreement shall terminate immediately, and Resident's services for Organization shall terminate effective immediately.
- c. **Grievance Procedures:** Organization has established a Grievances-Dispute Resolution System policy whereby Resident may resolve, in a fair and equitable manner, a dispute or disagreement concerning the interpretation, application or enforcement of this Agreement, or Organization's established policies, rules, regulations, directories or bylaws. The Grievances-Dispute Resolution System policy shall be made available to 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, Organization will use its best efforts to allow Resident to complete the Program with Organization. In the event that continuation of the Program is untenable for Organization, Organization will utilize its best efforts to transfer Resident to a comparable residency program within the ACGME Institution.

8. General Provisions

- a. Falsification of any information supplied to Organization by 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 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 Resident. These records may be delivered to other health care treatment institutions or prospective employers only upon written request to Organization by Resident in such form as designated by 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 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.



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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: _____

Borrego Community Health Foundation

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: _____

Borrego Community Health Foundation

By: _____

By: _____
Witness