

VENTURA COUNTY MEDICAL CENTER
FAMILY MEDICINE RESIDENCY PROGRAM

This Agreement is entered into between the County of Ventura, hereinafter referred to as **COUNTY**, and _____, hereinafter referred to as **RESIDENT PHYSICIAN**.

TERMS OF TRAINING PROGRAM

COUNTY, as owner and operator of the Ventura County Medical Center (**VCMC**), a hospital located at 300 Hillmont Ave., Ventura, California, is authorized to provide a three-year training program in Family Medicine. **COUNTY** agrees to accept **RESIDENT PHYSICIAN** into the **VCMC** Family Medicine Residency Program (Program), and the **RESIDENT PHYSICIAN** agrees to be accepted into the Program for a period of one-year commencing on _____ and ending on _____.

DUTIES AND OBLIGATIONS OF EACH PARTY

COUNTY

The Program is approved by the Accreditation Council for Graduate Medical Education (**ACGME**) and maintains standards set forth in the **ACGME** Common Program Requirements and Institutional Requirements and in the **ACGME** Program Requirements for Residency Training in Family Medicine. **COUNTY** accepts its institutional responsibilities to provide a suitable training environment as outlined by the **ACGME**.

Compensation and available benefits for participation in the Program are set forth in Addendum 1 and Addendum 2.

RESIDENT PHYSICIAN

RESIDENT PHYSICIAN is expected to participate in safe, effective and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility. Participation in institutional programs and activities involving the medical staff and adherence to established practices, procedures and policies of **COUNTY** and **VCMC** are expected. By signing this Agreement, **RESIDENT PHYSICIAN** acknowledges and agrees that he/she has read and will abide by the **GUIDELINES OF THE RESIDENCY PROGRAM** (available to the resident from the Office of Medical Education), the **ACGME** Program Requirements for Residency Training in Family Medicine, and the Residency Guidelines of the American Board of Family Medicine (**ABFM**).

CONDITIONS OF THE PROGRAM

1. **RENEWAL OF CONTRACT:** The purpose of this Agreement is to establish parameters for education in the Program, with the expectation of advancement to the next level of training contingent upon satisfactory overall performance, and at the conclusion of the Program, eligibility appropriate for the certification examination of the American Board of Family Medicine. To this end, **COUNTY** will offer the resources of its educational program, facilities, and teaching

materials for the appointment period and such further period of time as the parties may agree upon for training to meet the standards of the appropriate accreditation bodies. In return, **RESIDENT PHYSICIAN** shall render satisfactory performance to the best of his/her abilities, commensurate with his/her educational level. There is no guarantee that **RESIDENT PHYSICIAN** will be advanced to the next level of training or that the Program will be continued. This Agreement is for a single year only within a thirty-six (36) month non- pyramidal residency program, and shall not be construed otherwise by any person, corporation, association, or tribunal. Notice of non-renewal of this Agreement for a position in the next year of training shall be provided at the earliest date possible prior to the end of the term of the Agreement. Upon notice of non-renewal, **RESIDENT PHYSICIAN** may implement the Administrative Review procedure, described in the GUIDELINES OF THE RESIDENCY PROGRAM, if **RESIDENT PHYSICIAN** so chooses.

If **RESIDENT PHYSICIAN**'s performance is satisfactory and all requirements are completed in accordance with the policies of the Program and all regulatory agencies, **COUNTY**, through the Residency Director or his or her designee, will notify **RESIDENT PHYSICIAN** of its offer to appoint **RESIDENT PHYSICIAN** to another year in the Program. **RESIDENT PHYSICIAN** will notify **COUNTY** of his/her intent to accept the offer of appointment within thirty (30) days after **COUNTY** makes the offer. If **RESIDENT PHYSICIAN** fails to notify **COUNTY** of his/her intent to accept the offer of appointment within those thirty (30) days, the offer shall be withdrawn, and **RESIDENT PHYSICIAN**'s position in the Program may be offered to another person.

Whether **RESIDENT PHYSICIAN**'s performance is satisfactory shall be determined by **COUNTY** in consultation with the Residency Director. Factors considered include, but are not limited to, integrity, character, mental acuity, concern for patients' well-being, academic performance, and medical skills. **RESIDENT PHYSICIAN** shall have the right to challenge any decision made by **COUNTY** involving suspension or dismissal through the Administrative Review procedure set forth in the GUIDELINES OF THE RESIDENCY PROGRAM as it now exists or as it may be amended by **COUNTY** from time to time during the term of this Agreement. The decision reached under the Administrative Review procedure shall be final and binding on both **RESIDENT PHYSICIAN** and **COUNTY**.

2. **LEAVE OF ABSENCE: COUNTY** complies with all applicable laws regarding time off from residency duties to which residents are entitled, such as the Family and Medical Leave Act (FMLA). Any leave of absence must comply with the ABFM and the ACGME continuity of care requirements. Any leave of absence may extend the date of **RESIDENT PHYSICIAN**'s graduation if the ABFM and ACGME requirements are not met.

3. **“MOONLIGHTING”**: **RESIDENT PHYSICIAN** acknowledges and agrees that education in his/her medical specialty requires personal initiative and substantial time. Therefore, **RESIDENT PHYSICIAN** shall not become employed in any professional or patient care activities external to the Program during the appointment period without the approval of the Residency Director. The Residency Director's decision in this regard will be based upon his/her assessment of **RESIDENT PHYSICIAN**'s performance and residency time commitment. In no circumstance will a resident be allowed to violate the ACGME work hour rules currently in effect during this appointment period. **RESIDENT PHYSICIAN**'s performance will be monitored for the effect of these activities and adverse effects may lead to withdrawal of permission for “moonlighting.” If additional employment is approved by the Residency Director, **RESIDENT PHYSICIAN** must have a valid license to practice in the State of California, and must procure or

otherwise provide his/her own professional liability insurance for these “moonlighting” activities. **RESIDENT PHYSICIAN** must also obtain Medical Staff privileges at VCMC in order to “moonlight” in any of the clinical sites of the VCMC health care system.

4. **WORK HOURS:** Providing residents with a sound academic and clinical education must be carefully balanced with concerns for patient safety and resident well-being. As a result, the ACGME has in place regulations regarding the duty hours for residents in training. **RESIDENT PHYSICIAN** shall abide by these regulations and work collaboratively with **COUNTY** to assure compliance.

5. **POLICIES OF THE PROGRAM:** **RESIDENT PHYSICIAN** shall comply with the guidelines, rules, and regulations promulgated from time to time by the **VCMC** administration, the Executive Committee of the Medical Staff, and the Residency Director. Generally, these will be delineated in the **GUIDELINES OF THE RESIDENCY PROGRAM** manual. These shall include, but are not limited to, resident routes of complaint, Administrative Review, time off policies, elective assignment, and other forms of FMLA leave of absence, and harassment policies. Likewise contained in the **GUIDELINES OF THE RESIDENCY PROGRAM** is the **RESIDENT PHYSICIAN** job description, including the essential functions of the position, which is incorporated herein by reference.

6. **WARRANTIES:** In executing this Agreement, **RESIDENT PHYSICIAN** warrants that all information contained in his/her application is true, accurate, and complete and that he/she has not withheld any information requested on the application, or which could materially affect the decision of **COUNTY** to appoint said resident. If any information is found to be false, **RESIDENT PHYSICIAN** may be dismissed from the Program immediately, without recourse to any Administrative Review procedure.

7. **CONDITION OF APPOINTMENT:** **RESIDENT PHYSICIAN** must satisfactorily meet the requirements of **COUNTY** for appointment, including, but not limited to, any pre-appointment physical examination or background check of educational and legal credentials that may affect appointment as a resident physician and future licensure as a physician with the State of California. Any failure to satisfy these requirements by **RESIDENT PHYSICIAN** may void this Agreement at the sole discretion of **COUNTY**, which shall not be subject to challenge through the Administrative Review procedure.

8. **PRIVACY REQUIREMENTS:** For purposes of this Agreement, **RESIDENT PHYSICIAN** shall be considered a “work force member,” as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and implementing regulations (HIPAA). Accordingly, **RESIDENT PHYSICIAN** will be required to participate in certain education and training related to security and privacy of patients’ protected health information (PHI), as that term is defined in HIPAA, and **RESIDENT PHYSICIAN** agrees to participate in and complete all such training.

9. **COOPERATION WITH COMPLIANCE EFFORTS BY COUNTY:** **RESIDENT PHYSICIAN** agrees to cooperate with **COUNTY** as may be required for **COUNTY** to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, by any agreement between **COUNTY** and applicable federal, state or local agencies, the standards of the Joint Commission, or any other agency that accredits **COUNTY**, and all public and private third party payers, including, without limitation, Medicare and Medi-Cal. **RESIDENT PHYSICIAN** has received **VCMC**’s Code of Conduct, agrees to abide by the

Code of Conduct and will execute a certification to that effect. **RESIDENT PHYSICIAN** shall cooperate with all compliance-related activities of **VCMC** which include, without limitation, attending any appropriate compliance training session(s) and providing certification of attendance. Failure to comply with this section shall be considered a material breach and/or default under this Agreement.

10. **MEDICAL LICENSURE:** The State of California requires that all residents obtain a Postgraduate Training License (PTL) within six months of commencing training in the State. **RESIDENT PHYSICIAN** agrees to complete all required forms and to meet all the requirements for the PTL and cooperate with the Program in obtaining appropriate licensure. Failure to meet the requirements of the Medical Board of California for licensure or failure to cooperate with the Program to obtain a license shall be considered a material breach and/or default under this agreement for which the Administrative Review Policy will not be available. In no case shall **RESIDENT PHYSICIAN** be allowed to continue in training without a PTL as required by the State of California.

11. **MEDICAL RECORD COMPLETION:** The timely and accurate completion of the medical record is mandatory for patient care, and it is the responsibility of **RESIDENT PHYSICIAN** to assure that all medical documentation is completed appropriately according to any applicable regulatory agency and the rules and regulations of the Medical Staff of **VCMC** and **COUNTY**'s Ambulatory Care Department. The **GUIDELINES OF THE RESIDENCY PROGRAM** delineate the requirements and method for dealing with delinquencies in medical record completion for resident staff.

TERMINATION OF THIS AGREEMENT

RESIDENT PHYSICIAN has the right to terminate this Agreement on thirty (30) days' written notice to **COUNTY**. **COUNTY** at its sole discretion may terminate this Agreement as outlined above in sections 1, 6, 7, 9, and 10. Conditions that may lead to termination of this Agreement and **RESIDENT PHYSICIAN**'s dismissal from the Program by **COUNTY** include but are not limited to endangering the lives of patients, loss of **RESIDENT PHYSICIAN**'s medical license or inability to obtain licensure, and unsatisfactory performance. Before **COUNTY** terminates this Agreement, **COUNTY** will give **RESIDENT PHYSICIAN** notice and a reasonable opportunity to address the ground or grounds for the proposed termination, including, where applicable, an opportunity for Administrative Review.

This Agreement is intended to be legally binding, and by signing below, all parties agree to their respective ethical and legal obligations and have entered into this Agreement in good faith.

GENERAL PROVISIONS

This Agreement shall become effective upon execution by **RESIDENT PHYSICIAN** and an authorized representative of **COUNTY**. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to appointment of **RESIDENT PHYSICIAN** to the Program by **COUNTY** and within the Agreement itself and referenced documents contains all of the covenants and agreements between the parties with respect to that appointment. Each party acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which have not been embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

The headings in the Agreement are for convenience only and shall not be considered part of the Agreement for purposes of interpretation of the terms of the Agreement.

Any modification of this Agreement shall be effective only if in writing and signed by all parties.

The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

This Agreement shall be governed by and all disputes relating to or arising in connection with this Agreement or the subject matter of this Agreement shall be resolved in accordance with the law of the State of California.

DATE

RESIDENT PHYSICIAN

DATE

RESIDENCY DIRECTOR

DATE

COUNTY OF VENTURA
HEALTH CARE AGENCY DIRECTOR

ADDENDUM 1

COMPENSATION AND BENEFITS OF RESIDENT PHYSICIAN

As compensation for his/her participation in the Program, **RESIDENT PHYSICIAN**'s salary shall be paid bi-weekly in accordance with the following schedule:

PGY-1	\$58,542	Annually
PGY-2	\$61,611	Annually
PGY-3	\$64,722	Annually
Chief Resident	\$68,529	Annually

RESIDENT PHYSICIAN may be assigned Back-Up Call as detailed in the GUIDELINES OF THE RESIDENCY PROGRAM and will be reimbursed by **COUNTY** for any such Back-Up Call assignment at the rate currently in place. **RESIDENT PHYSICIAN** must work a minimum of ½ hour in order to bill for an hour of Back- Up Call work. Any additional hours worked must not violate the ACGME duty hours requirements currently in effect for resident physicians.

1. **TIME OFF** – Subject to **RESIDENT PHYSICIAN**'S timely and accurate completion of medical records as set forth in section 10 of this Agreement, **RESIDENT PHYSICIAN** may be away from the Program for up to four (4) weeks per program year as set forth in the GUIDELINES OF THE RESIDENCY PROGRAM.
2. **HEALTH INSURANCE** - **RESIDENT PHYSICIAN** is eligible to be enrolled in the health insurance plan provided to employees by **COUNTY** in accordance with the Flexible Benefit Program (see Addendum 2). This plan includes provisions for spouse and dependent coverage. Provided that **RESIDENT PHYSICIAN** and/or covered family member(s) registers for necessary care at the **VCMC** and follows the guidelines of the health insurance provider, any expenses incurred at the **VCMC**, including the Santa Paula Hospital campus, not covered by the group health insurance will be waived.
3. **PROFESSIONAL LIABILITY COVERAGE** - **COUNTY** shall provide professional liability (malpractice) coverage on an occurrence basis to **RESIDENT PHYSICIAN** for all patient care done under the auspices of the Program.
4. **MEALS** - All meals are furnished free of charge to **RESIDENT PHYSICIAN** while at the **VCMC**. When officially on in-house call, the evening meal is furnished, free of charge, to **RESIDENT PHYSICIAN**'s immediate family.
5. **UNIFORMS** - **COUNTY** shall furnish white coats, surgical and special service uniforms as required for educational and service needs. Uniform laundry is furnished, at no cost, to **RESIDENT PHYSICIAN**.

6. **MEDICAL TRAINING PROGRAM REIMBURSEMENT** – **COUNTY** provides 100% reimbursement for medical training programs and related expenses up to \$1,500 per fiscal year, per **RESIDENT PHYSICIAN**. These expenses include textbooks, medically- related software, conference tuition, travel, lodging, meals, one stethoscope, and one laptop/tablet device for the purpose of performing residency-related work duties during the three years of residency. Travel-related reimbursements shall be made only in accordance with **COUNTY** policy. All conferences must be pre- authorized by the Residency Director and the Hospital Administrator, and certain expenses may require **COUNTY** administrative approval. Payment of the reimbursement is conditioned upon **RESIDENT PHYSICIAN** having timely and accurately completed all medical records due as of the date that request for reimbursement is submitted, as set forth in section 10 of the Agreement.
7. **MEDICAL LICENSURE REIMBURSEMENT** – **COUNTY** provides reimbursement for **RESIDENT PHYSICIAN**'s initial license application to the Medical Board of California. This will be reimbursed after **RESIDENT PHYSICIAN** provides documentation that the fee has been paid and will only cover fees paid to the Medical Board of California.
8. **EDUCATIONAL PROGRAMS REQUIRED BY COUNTY** - **COUNTY** shall provide at its expense any required educational programs needed for performance of the job as a resident physician at **VCMC**. This includes but is not limited to **ACLS, PALS, NRP, ALSO, ATLS, and FCCS**.

ADDENDUM 2

BENEFITS OF AN UNREPRESENTED EMPLOYEE OF VENTURA COUNTY ENROLLED IN THE FAMILY MEDICINE RESIDENCY PROGRAM

1. FLEXIBLE BENEFIT PROGRAM: COUNTY offers employees a flexible benefit program by allocating money for each employee and allowing the employee to choose how to spend it. Options include:
 - Health plan for you and your dependents;
 - Dental plan for you and your dependents;
 - Vision plan for you and your dependents;
 - Flexible Spending Accounts that provide pre-tax dollars for dependent care and health care expenses;
 - Cash added to employee's bi-weekly pay.

2. PROFESSIONAL MEMBERSHIPS: COUNTY will pay for up to a maximum of \$150/fiscal year for membership fees to a job-related professional organization; i.e., "AMA," "AMWA," "AAFP," "PSR," etc.).

3. EDUCATIONAL INCENTIVE: COUNTY may provide up to a 5% incentive pay for additional educational attainment if not specifically required by the employee's job. (Typically, this means a doctorate in another discipline.)

4. DEFERRED COMPENSATION: An employee may elect to reduce his or her salary to contribute to COUNTY's deferred compensation program (established under Internal Revenue Code Section 457).

5. DISABILITY INCOME PROTECTION PLAN: Benefits for up to two (2) years for a disabling illness or injury, in an amount of 66 2/3% of salary. Limitations and exceptions are outlined in the Employee Handbook and Disability Plan Benefit Plan document.

6. LIFE INSURANCE: COUNTY provides some employees with a fully paid \$50,000 term life insurance policy. The policy contains an accidental death and dismemberment rider equal to the face value of the policy. Additionally, when an employee participates in the COUNTY-sponsored medical plan, there is an automatic \$1,000 death benefit payable to the employee's beneficiaries.

7. OPTIONAL GROUP LIFE INSURANCE: An employee may purchase additional term life insurance at group rates in amounts up to three (3) times the employee's annual salary, subject to evidence of insurability. Dependent life insurance is also available.