VENTURA COUNTY MEDICAL CENTER
FAMILY MEDICINE RESIDENCY PROGRAM

This AGREEMENT is entered into between the Ventura County Medical Center, hereinafter referred to as MEDICAL CENTER AND ___________________________ hereinafter referred to as RESIDENT PHYSICIAN.

TERMS OF TRAINING PROGRAM

MEDICAL CENTER, as owner and operator of a hospital at 3291 Loma Vista Road, Ventura, California, is authorized to provide a three-year training program in Family Medicine. The MEDICAL CENTER agrees to accept the RESIDENT PHYSICIAN into the training program and the RESIDENT PHYSICIAN agrees to be accepted into the training program for a period of one-year commencing on

July 1, 2012 ________________________ and ending on _______________ June 30, 2013 ____________________

DUTIES AND OBLIGATIONS OF EACH PARTY

MEDICAL CENTER

The Family Medicine Residency Program is approved by the Accreditation Council for Graduate Medical Education (ACGME) and maintains standards set forth in the ACGME General Essentials of Accredited Residencies and in the ACGME Special Requirements for Residency Training in Family Medicine. The MEDICAL CENTER accepts its institutional responsibilities to provide a suitable training environment as outlined by the ACGME. Additionally, in accordance with University of California Committee on House Staff Issues the MEDICAL CENTER agrees to provide:

“Call Room” facilities that provide privacy, security, and the necessary furnishing for sleep, rest, bathroom, and showers, to perform on-call responsibilities.

Adequate support services such that residents are not routinely relied upon to perform such duties. This includes phlebotomy and duties related to administering intravenous substances, medical record retrieval, translation services, patient transport, and ward secretary services.
Compensation for participation in the MEDICAL CENTER’s training program is remunerated according to the schedule in Addendum 1. Addendum 2 lists Benefits for resident physicians.

RESIDENT PHYSICIAN

The 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 the MEDICAL CENTER is expected. By signing this agreement, it is understood that the RESIDENT PHYSICIAN has read and will abide by the POLICIES OF THE RESIDENCY PROGRAM (available to the resident from the Office of Medical Education), the ACGME General Requirements and Special Requirements for Residency Training in Family Medicine, and the Residency Guidelines of the American Board of Family Medicine (ABFM).

CONDITIONS OF THE TRAINING PROGRAM

1. RENEWAL OF CONTRACT: The purpose of this agreement is to establish parameters for education in the Family Medicine Residency Program, with the expectation of advancement to the next level of training contingent upon satisfactory overall performance, and at the conclusion the training program, eligibility appropriate for the certification examination of the American Board of Family Medicine. To this end, the MEDICAL CENTER 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, the RESIDENT PHYSICIAN shall render satisfactory performance to the best of his/her abilities, commensurate with his/her educational level. There is no guarantee that a RESIDENT PHYSICIAN will be advanced to the next level of training or that the residency program will be continued. This is an agreement 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. Non-renewal of this agreement for a position in the next year of training shall be provided at the earliest date possible, at least four months prior to the end of the agreement. However, if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the agreement, MEDICAL CENTER and the Residency Program will provide as much written notice as circumstances will reasonably allow. The RESIDENT PHYSICIAN may implement the Due Process procedure if they so choose, which is available in the POLICIES OF THE RESIDENCY PROGRAM.

If the RESIDENT PHYSICIAN’s performance is satisfactory and all requirements are completed in accordance with the policies of the program and all regulatory agencies, the program will communicate its intent to appoint the resident for the subsequent year of his/her training program. The RESIDENT PHYSICIAN will communicate his/her intent to accept the appointment, within the time agreed upon between the program and RESIDENT PHYSICIAN.
If the **RESIDENT PHYSICIAN** fails to communicate his/her intent by the agreed date, his/her position may be offered to an outside applicant.

“Satisfactory Performance” has a broad meaning and includes, for example, one’s integrity, character, mental acuity, concern for patients’ well being, academic performance, and medical skills. **MEDICAL CENTER** and the Residency Program alone, through its assigned agents, shall determine whether a **RESIDENT PHYSICIAN** is performing satisfactorily. A **RESIDENT PHYSICIAN** shall have the right to challenge any decision made by **MEDICAL CENTER** and the Residency Program that may impact adversely on the **RESIDENT PHYSICIAN** career through the “due process procedure” as it now exists or as it may be amended by **MEDICAL CENTER** and the Residency Program from time to time during the period of this agreement. The decision reached under this procedure shall be final and binding on both the **RESIDENT PHYSICIAN** and **MEDICAL CENTER**.

2. **LEAVE OF ABSENCE**: **MEDICAL CENTER** complies with all applicable laws regarding time off from residency duties to which residents are entitled, such as the Family Medical Leave Act (FMLA). Any leave of absence must comply with the American Board of Family Medicine (ABFM) and the Accreditation Council on Graduate Medical Education (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** must understand that education in his/her medical specialty requires personal initiative and substantial time. Therefore, the **RESIDENT PHYSICIAN** shall not become employed in any professional or patient care activities external to the educational program during the appointment period without the approval of the Program Director. The Program Director’s decision in this regard will be based upon his/her assessment of the **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. The **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 Program Director, the **RESIDENT PHYSICIAN** must have a valid and unrestricted license to practice in the State of California, and must procure or otherwise provide their own professional liability insurance for these “moonlighting” activities.

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. The **RESIDENT PHYSICIAN** shall abide by these regulations and work collaboratively with **MEDICAL CENTER** to assure compliance.

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

6. WARRANTIES: In executing this document, 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 MEDICAL CENTER 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 appeal procedure.

7. CONDITION OF EMPLOYMENT: Any new RESIDENT PHYSICIAN to the program must satisfactorily meet the requirements of MEDICAL CENTER for employment, including, but not limited to, any pre-employment physical examination, or background check of educational and legal credentials that may affect employment as a resident physician and future licensure as a physician with the State of California. Any failure of these requirements by RESIDENT PHYSICIAN may make this agreement void at the sole discretion of MEDICAL CENTER and the Residency Program, and does not invoke the Due Process policy for redress. This action would constitute sufficient reason to withdraw the offer of appointment.

8. PRIVACY REQUIREMENTS: For purposes of this agreement, RESIDENT PHYSICIAN shall be considered “work force members,” as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and implementing regulations (“HIPAA”). As members of MEDICAL CENTER’s work force, 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.

9. COOPERATION WITH COMPLIANCE EFFORTS BY MEDICAL CENTER: RESIDENT PHYSICIAN agrees to cooperate with MEDICAL CENTER as may be required for MEDICAL CENTER to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or legal agencies, by any agreement between MEDICAL CENTER and applicable federal, state or local agencies, the standards of the Joint Commission, or any other agency that accredits MEDICAL CENTER, and all public and private third party payers, including without limitation, Medicare and Medi-Cal. RESIDENT PHYSICIAN has received MEDICAL CENTER’s Code of Conduct, and 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 MEDICAL CENTER which includes, without limitation, attending any appropriate compliance training session(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and/or default under this Agreement.

10. 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 MEDICAL CENTER. The POLICIES OF THE RESIDENCY PROGRAM delineate the requirements and method for dealing with delinquencies in medical record completion for resident staff.

**TERMINATION OF THIS AGREEMENT**

The RESIDENT PHYSICIAN has the right and privilege of terminating this agreement on thirty days written notice to the MEDICAL CENTER and Residency Program. This is conditional upon granting the other party reasonable opportunity to discuss differences or grievances that may exist and that the RESIDENT PHYSICIAN has been given his/her rights to Due Process. The MEDICAL CENTER and Residency Program at their sole discretion may terminate this agreement as outlined above in sections 1, 6, 7 and 9. Conditions that may lead to termination of this agreement and dismissal from the program of the RESIDENT PHYSICIAN by the MEDICAL CENTER and Residency Program include but are not limited to endangering the lives of patients, loss of RESIDENT PHYSICIAN’s medical license by the State of California Medical Board, and sub-standard performance that has not been resolved by institution of the Due Process policy.

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.

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**DATE**

RESIDENT PHYSICIAN

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**DATE**

HOSPITAL ADMINISTRATOR

CYNDI COLE, RN, MSN

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**DATE**

RESIDENCY DIRECTOR

DAVID ARAUJO, M.D.
As compensation for their participation in the VCMC Family Medicine Residency Program, the RESIDENT PHYSICIAN shall be paid in accordance with the following schedule:

<table>
<thead>
<tr>
<th>PGY</th>
<th>Amount</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$46,061</td>
<td>Annually</td>
</tr>
<tr>
<td>2</td>
<td>$51,371</td>
<td>Annually</td>
</tr>
<tr>
<td>3</td>
<td>$56,732</td>
<td>Annually</td>
</tr>
<tr>
<td>Chief Resident</td>
<td>$60,069</td>
<td>Annually</td>
</tr>
</tbody>
</table>

RESIDENT PHYSICIANS are assigned Back-Up Call as detailed in the POLICIES OF THE RESIDENCY PROGRAM and will be reimbursed by the MEDICAL CENTER at the rate currently in place per the Family Medicine Faculty Contract. The RESIDENT PHYSICIAN must work a minimum of ½ hour in order to bill for an hour of Back-Up work. Any additional hours worked must not violate the ACGME duty hours requirements currently in effect for resident physicians.

1. VACATION/EDUCATIONAL LEAVE - RESIDENT PHYSICIANS are entitled to four (4) weeks of paid time away from the residency Program as set forth in the POLICIES OF THE RESIDENCY PROGRAM.

2. HEALTH INSURANCE - RESIDENT PHYSICIANS are entitled to be enrolled in the health insurance plan provided to employees by the County of Ventura. This plan includes provisions for spouse and dependent coverage. Provided that the RESIDENT PHYSICIAN or covered family member(s) registers for necessary care at the MEDICAL CENTER and follows the guidelines of the health insurance provider, any expenses incurred at the Medical Center not covered by the group health insurance will be waived.

3. PROFESSIONAL LIABILITY COVERAGE - THE MEDICAL CENTER shall provide malpractice coverage on an occurrence basis to the RESIDENT PHYSICIAN for all patient care done under the auspices of the training program.

4. MEALS - All meals are furnished free of charge to the RESIDENT PHYSICIAN while at the MEDICAL CENTER. When officially on in-house call, the evening meal is furnished, free of charge, to the RESIDENT PHYSICIAN’S immediate family.

5. UNIFORMS - The MEDICAL CENTER shall furnish white coats, surgical and special service uniforms as required for educational and service needs. Uniform laundry is furnished, at no cost, to the RESIDENT PHYSICIAN.

6. MEDICAL TRAINING PROGRAM REIMBURSEMENT - The County of Ventura
provides 100% reimbursement for medical training programs and related expenses up to $1500 per fiscal year, per RESIDENT PHYSICIAN. These expenses include textbooks, conference tuition, travel, lodging, meals, and medical equipment. All conferences must be pre-authorized by the Residency Director; and certain expenses may require County Administrative approval.

7. MEDICAL LICENSURE REIMBURSEMENT – The County of Ventura provides reimbursement for the RESIDENT PHYSICIAN’S initial license application to the Medical Board of California. This will be reimbursed after the RESIDENT PHYSICIAN provides documentation that the fee has been paid, and will only cover fees paid to the Medical Board of California.
ADDENDUM 2

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

1. FLEXIBLE BENEFIT PROGRAM: The County of Ventura 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;
   - Reimbursement Accounts which increase your spending power by providing non-taxed dollars for dependent care and health care expenses. (You may also choose to reduce your salary to provide additional non-taxed benefits under the reimbursement accounts.)
   - Cash added to your bi-weekly pay.

2. PROFESSIONAL MEMBERSHIPS: The 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: The County may provide up to a 5% incentive pay for additional educational attainment if not specifically required by your job. (Typically, this means a Doctorate in another discipline.)

4. DEFERRED COMPENSATION: You may elect to reduce your salary to contribute to the County’s deferred compensation programs (established under Internal Revenue Code Section 457).

5. DISABILITY INCOME PROTECTION PLAN: Benefits for up to 2 years for a disabling illness, or 5 years for injury, in an amount of 66 2/3% of salary. Limitations and exceptions are outlined in the brochure.

6. LIFE INSURANCE: the County provides you 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 you participate in the County-sponsored medical plan, there is an automatic $1,000 death benefit payable to your beneficiaries.

7. OPTIONAL GROUP LIFE INSURANCE: You may purchase additional term life insurance at group rates in amounts up to 3 times your annual salary, subject to evidence of insurability. Dependent Life Insurance is also available.