

PHYSICIAN CONDITIONS OF APPOINTMENT AGREEMENT

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**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
RESIDENT PHYSICIAN CONDITIONS OF APPOINTMENT AGREEMENT**

Resident Name:

GY Level:

Salary: per month

Department:

Dates of Appointment: From:

To:

The Los Angeles County University of Southern California Medical Center (hereafter referred to as the Medical Center) is owned and operated by the County of Los Angeles. The faculty of the Keck School of Medicine at the University of Southern California supervise the Resident Training Programs. While employed in the Physician Postgraduate Training Program the resident is classified as a temporary civil service employee of the County of Los Angeles and is subject to all applicable provisions of the Charter of Los Angeles, County Ordinances, County Civil Service Rules, County Department of Health Services rules and practices, Medical Center policies. The resident also is subject to academic standards established by the University and its School of Medicine. Significant aspects of the foregoing provisions are summarized herein:

For purposes of this document, the term resident includes an individual in a residency program often referred to as an Intern, Postgraduate Physician, or Fellow, who is employed by the County of Los Angeles (hereafter called County).

I. SIGNATURE BY RESIDENT

I hereby certify that I have read, and that I understand and accept the attached Conditions of Employment for Resident Physicians, including the Resident Responsibilities.

Name (please print)

Signature

Date

II. RESIDENT RESPONSIBILITIES

1. The resident must take advantage of all aspects of the educational opportunities that are listed in the Medical Center Responsibilities noted below.
2. The resident should be familiar with the Institutional Requirements of the ACGME Essentials of Accredited Residency Programs and with the Program Requirements for their individual training program.
3. The resident must be familiar with the requirements for licensure by the Medical Board of California. Residents who fail to become licensed within the period provided by California law will be terminated from their training program. The resident is responsible for maintaining a current, valid license at all times.
4. All licensed residents must obtain DEA numbers. Exemptions from this requirement require the written approval of the Medical Director or Chief Medical Officer of the Medical Center.
5. The resident must complete the form "Report of Outside Employment" if he/she participates in employment activities outside of the residency program. Outside employment must not detract, in any way, from the resident's performance or provision of patient care in the residency program.
6. The resident must complete all medical records within 14 days. This includes, but is not limited to, admission history, physical examination, progress notes, orders, operative reports, radiologic reports, and written and dictated discharge summaries. Failure to comply with this requirement may result in disciplinary action with documentation that becomes a part of the resident's permanent record and may be conveyed to future employers, medical staff offices, or hospital privileges committees.
7. The resident must return all patient charts to the Medical Records Department and films to the Radiology Department in a timely manner. Failure to comply with this requirement may lead to disciplinary action.
8. The resident must adhere to all applicable County policies and procedures (e.g., infection control).
9. Residents are expected to participate in institutional, departmental, divisional, and interdisciplinary quality assurance/improvement activities. Any breach of confidentiality concerning these activities may result in disciplinary action.
10. Residents should contact their department, the Office of Graduate Medical Education, Human Resources and/or the Joint Council of Interns and Residents (CIR) to familiarize themselves with policies affecting their appointment.

III. MEDICAL CENTER RESPONSIBILITIES

The Medical Center agrees to provide each resident with the opportunity to:

1. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
2. Participate in safe, effective, and compassionate patient care under supervision, commensurate with the resident's level of advancement and responsibility.
3. Participate fully in the educational and scholarly activities of the program and, as required, assume responsibility for teaching and supervising other residents and students.
4. Participate as appropriate in Medical Center programs and medical staff activities and adhere to established practices, procedures, and policies of the Medical Center and affiliating institutions.
5. Have appropriate representation on Medical Center committees and councils, whose actions affect the resident's education and or patient care.
6. Submit to the training program director at least annually confidential written evaluations of the faculty and of the educational experience.
7. Have training in BCLS and ACLS; and specialized training in PALS, NALS, and ATLS as applicable to the specialty. This training is at no cost to the resident physician.
8. Have access to their academic and personnel files, as well as the right to copy the documents therein.

IV. APPOINTMENT, PROMOTION, AND DISCIPLINARY PROCEDURES

Initial Appointment and Reappointment

The initial appointment is made for one year unless otherwise specified. Reappointment for subsequent years leading to the completion of the residency program is expected of residents in categorical programs. Reappointment is contingent upon satisfactory progress in the residency program as determined by evaluation and remediation policies of the individual residency program. It is the resident's responsibility to understand the evaluation and promotion policies of his/her individual residency program.

Non-Renewal of Appointment

Those residents who will not be retained for the succeeding training year will be so informed in writing by no later than four months prior to the end of this agreement. If the primary reason (s) for non-renewal occurs within four months prior to the end of this agreement, residents will be notified of intent not to renew as circumstances will reasonably allow prior to the end of this agreement. Residents participating in resident training who do not receive written notice of non-renewal in a timely manner will be renewed for the next postgraduate training year. Residents receiving notice of non-renewal may appeal through the Due Process procedure described in this section.

Non-Promotion to Next Training Level

Residents who will not be promoted to the next level of training for academic reasons will be notified in writing no later than four months prior to the end of this agreement. If the primary reason (s) for non-promotion occurs within four months prior to the end of this agreement, residents will be notified of intent not to promote as circumstances will reasonably allow prior to the end of this agreement. Residents receiving notice of non-promotion may appeal through the Due Process procedure described in this section.

Periodic Evaluation

Each resident will undergo periodic evaluation by his/her residency program. Each resident should understand the details of these evaluations, the criteria used, the periodicity of evaluations, those individuals responsible for making evaluations, etc. It is Medical Center policy that the resident may review his/her evaluations.

Due Process

Due process is an established course of proceedings utilized by an individual or group for responding to allegations regarding their behavior. All County employees are entitled to due process. The right to due process includes entitlement to a full exposition of the reasons and conditions for disciplinary action and the utilization of established grievance procedures. The integrity of grievance procedures as they apply to residents are protected by ACGME Guidelines for Academic Due Process and the Memorandum of Understanding between the County and the CIR.

Within the training program, there are two pathways a resident can take to respond to allegations regarding academic performance or non-academic behavior.

Guidelines for Academic Due Process: A resident should consult these guidelines if he/she receives, or suspects, notification from his/her department of failure to meet academic standards. Notification to the resident that disciplinary action will be undertaken shall include specification of the standard(s) violated or not fulfilled through the resident's action(s) and/or performance. Further, in the case of academic performance, the notification will describe the course of action the resident should undertake to remedy the deficiency(ies). The guidelines for the grievance procedure mandate that prior to the implementation of any disciplinary action leading to termination, a hearing must convene that allows the resident to present his/her position to department representatives. Following a decision, the resident may appeal, as a final step, to the Medical Director/Chief Medical Officer at the Medical Center. Should the resident choose to appeal, an independent committee will be appointed, with the specific role of reviewing the matter and making recommendations to the Medical Director/Chief Medical Officer, whose decision is final. The Guidelines can be obtained in the office of the Medical Director/Chief Medical Officer or the Office of Graduate Medical Education.

CIR Memorandum of Understanding -- Grievance Procedures: The CIR Grievance Procedures are found in Article 14 of the CIR Memorandum of Understanding. These procedures may be utilized when a resident is threatened with discipline or termination, and if provisions in the CIR Memorandum of Understanding (MOU), such as compensation and benefits, governing personnel practices, and working conditions, have not been granted.

The MOU also provides for a Pre-Termination Hearing for the resident. The CIR grievance procedure is a three-step process that may end in binding arbitration. Copies of the CIR Memorandum of Understanding are available in the offices of the Medical Director/Chief Medical Officer, Graduate Medical Education, or Human Resources at the Medical Center, or from the CIR.

V. CONDITIONS REQUIRED FOR POSTGRADUATE TRAINING

American or Canadian Medical School Graduates

Regardless of citizenship, graduates of American or Canadian schools are permitted to begin the GY-1 year without a qualifying examination; however, residents must show proof that a Doctor of Medicine or similar medical degree has been issued to them.

International Medical School Graduates (IMGs)

Regardless of citizenship, IMGs must have the following documents to begin GY-1 training:

1) Written permission from the Medical Board of California to begin training; 2) A passing score from the USMLE or other qualifying examination; 3) A valid ECFMG Certificate; and 4) a copy of their medical school diploma. This documentation is also required at the GY-2 level if the GY-1 year was done in another American or Canadian facility.

Postgraduate Training Registration Form

If the resident does not have a California Physician's and Surgeon's License, he/she is required by law to be registered with the Medical Board of California on a "Postgraduate Training Registration Form," L3-A. Subject to annual renewal, this registration is valid until the last day of the resident's 24th month of postgraduate training in the USA or Canada (combined) for a graduate of an American or Canadian medical school and until the last day of the resident's 36th month of training for an IMG.

California Medical Licensure

Graduates of American and Canadian Medical Schools. The Medical Board of California requires that residents who are graduates of American and Canadian medical schools and have had 24 months of training and are continuing training in California be licensed by the first day of their 25th month of training no matter what year level of training he/she is entering. Any resident failing to meet this requirement will be subject to termination from the program.

International Medical Graduates (IMGs). Effective January 1, 2001, California law permits International Medical Graduates (IMGs) to practice medicine within an accredited residency program for a maximum of 36 months of training under registration with the Medical Board of California. IMG residents should contact the Medical Board of California to ensure they have accurate information concerning their individual licensing requirements. In instances where resident physician training continues beyond 3 years, a California medical license is required by the last day of the 36th month of training. An IMG resident that fails to meet this requirement will be subject to termination from the program.

Resident physicians are requested to successfully complete all examination requirements for licensure in California within the first 24 months of their postgraduate training.

Renewal of California Medical License

Resident Physicians at the GY-3 for graduates of American or Canadian medical schools or GY-4 for IMGs through GY-7 year levels must have a valid California medical license at all times and it must be renewed promptly. If a license has expired, evidence of renewal must be presented before the resident may continue training. Failure to have a valid California medical license will result in suspension of employment without pay until a valid license is obtained.

Dental Resident Requirements

The state of California does not require a valid dental license for dentists engaged in training in a reputable dental program approved by the Board of Dental Examiners. Dental residents will be advanced in accordance with program requirements. Dental residents who hold the MD degree and are enrolled in the 6-year MD/DDS program at LAC+USC Medical Center are required to hold a valid medical license as described in the section of this agreement entitled "California Medical Licensure".

Drug Enforcement Agency Registration

Unless the Medical Center's Medical Director or Chief Medical Officer issues a specific written exemption, licensed residents are required to obtain and use their assigned DEA registration number. A copy of this DEA license must be on file in the Office of Graduate Medical Education and the appropriate departmental office. Effective July 1, 1996, all residents (GY-3 and above) must present documentation that they have applied for or possess a current DEA registration. Failure to do so will result in suspension of employment without pay until the deficiency is corrected.

Program Security

It is the Medical Center's obligation to provide the opportunity for continuation and completion of any academic training program for which a resident physician covered under the CIR Memorandum of Understanding is accepted.

In the event of the termination of any residency program for any reason whatsoever, the Medical Center shall make every reasonable effort to place any affected residents in another accredited residency program. The Department of Health Services (DHS) shall make every reasonable effort to place any affected residents in the following order: at another DHS facility; at another accredited program within the Southern California area; or at another accredited program within California.

VI. COMPENSATION AND BENEFITS

Salary

Salary and other benefits shall be provided as established periodically by the Los Angeles County Board of Supervisors, by way of County ordinance and or through an applicable Memorandum of Understanding with the Council of Interns and Residents (CIR).

Council of Interns and Residents (CIR)

The Council of Interns and Residents (CIR), a local affiliate of the nationwide Committee of Interns and Residents (CIR), member AFL-CIO, is the legal bargaining representative for all residents employed by the Los Angeles County. Economic standards, health benefits, program security, due process rights, and other standards of employment are established through the Memorandum of Understanding that is negotiated between the Department of Health Services and CIR. Copies of the Memorandum of Understanding are available through the offices of the Medical Director/Chief Medical Officer, Graduate Medical Education, or Human Resources, or through the CIR.

A periodic membership fee or the equivalent (for residents who chose not to join CIR/CIR) will automatically be deducted (monthly) from each resident's payroll check.

Patient Care Fund

A Patient Care Fund totaling \$2 million was established by the CIR to purchase hospital equipment for LAC+USC (\$1.21 million), King/Drew (\$450,000) and Harbor-UCLA (\$450,000) Medical Centers. These funds are allocated by DHS and administered through CIR.

Living Quarters

Living quarters are not provided.

Laundry

County issued uniforms will be laundered free of charge.

Meals

Three meals per day are provided to residents while they are on duty in a County institution.

Professional Liability Insurance

The County is self-insured and provides liability coverage while working in a County facility. This coverage during the period of employment continues even after leaving County Service (“tail coverage”). Similar coverage is provided during resident rotations to affiliating institutions that are designated as part of the resident training program.

Insurance

The County offers a cafeteria-style benefit program under Internal Revenue Code 125. The program called CHOICES permits flexibility and tax saving advantages for health insurance costs as well as the initiation of spending accounts, health care reimbursements and dependent care reimbursement. The CHOICES program includes health, dental, life, and accidental death and dismemberment options. If the resident does not enroll in a CHOICES plan within sixty (60) days of employment, he/she must wait until the next open enrollment period to enroll. Coverage is effective sixty to ninety (60 to 90) days after enrollment. **Please understand clearly that this delay of 60 to 90 days in the effective date for your health insurance means that you and any dependents will NOT have health insurance coverage AT THE FIRST RECOGNIZED DAY OF YOUR RESIDENCY OR FELLOWSHIP PROGRAM unless you have your own health insurance AS PER COUNTY CODE, CHAPTER 5.33 SECTIONS 5.33.030A (2) AND 5.33.060A.** These benefits are subject to negotiated change. Enrollment counselors are available on Registration and/or Orientation days to provide assistance.

Residents who have health, dental, and life insurance coverage prior to beginning County employment should continue this coverage until the CHOICES coverage begins (60 to 90 days after enrollment in the CHOICES plan). For residents who are not able to continue prior coverage, inexpensive “gap” insurance may be purchased to cover this period.

Health Insurance: Residents are entitled to enroll in one of several programs approved by the County. Dependents are eligible for enrollment. Depending on which plan is selected, a minimal fee is charged.

Dental Insurance: Several dental plans available to choose from.

Life Insurance: A \$2,000 term life policy is provided at no cost. Additional life insurance may be purchased for the resident and his/her dependents.

Accidental Death and Dismemberment Insurance: The County offers Accidental Death and Dismemberment coverage as an employee option. This coverage includes the resident, as well as dependents, for a maximum of \$250,000 or 10 times the resident’s annual salary, whichever is less.

Disability Insurance: The County provides Long-Term Disability Insurance, administered through the CIR. This coverage is automatic and is provided at no cost to County-employed residents and fellows who are on the County payroll as of July 1. This policy provides group and individual coverage with no sign-up requirements, plus conversion rights. Further information may be obtained by contacting the CIR office.

Vacation

In lieu of other vacation or holiday allowances, residents are entitled to 24 days paid vacation each year. Unused vacation, up to 10 days per year, may be deferred until the end of training and will then be paid.

Sick Time

Sick time is accrued to a maximum of eight (8) days per year. Residents who have worked at least 12 consecutive months of continuous service and who have not used any sick leave are afforded the opportunity for “cash reimbursement” of up to 24 hours of unused sick leave. The two time periods are from January 1 to June 30 and from July 1 to December 31.

A “Certification for Cash Reimbursement for Unused Sick Leave” form must be submitted for the appropriate time period for which the resident wishes to receive reimbursement. Forms are available in departmental office and must be approved and signed by the resident’s supervisor.

Leave of Absence

Should a leave of absence be necessary or desirable for a resident, it is the resident's responsibility to discuss the impact of the leave on the successful completion of the residency program. Any resident contemplating a leave of absence should discuss the issue with his/her program director. The resident should be familiar with any constraints placed on training time by either the Program Requirements of the Accreditation Council for Graduate Medical Education, by the Specialty Board, or by the Medical Board of California if the resident is unlicensed.

Professional Leave

The County does not offer professional leave to residents.

Parental Leave

A resident may take sick leave and vacation as parental leave. In compliance with the Family and Medical Leave Act, 12 weeks of unpaid leave may be taken as parental leave or to provide care for children, parents, or certain relatives.

Effect of Leave on Duration of Training and Board Eligibility

Absence from the training program for any reason, including leaves described in this section, may affect the overall duration of the residency training necessary to meet the ACGME or Specialty Board criteria for completion of training. It is the resident's responsibility to assure completion of the program in a timely manner. The resident's program will provide written policy in compliance with its Program Requirements concerning the effect of leaves of absence, for any reason, on satisfying the criteria for completion of the residency program and information relating to access to eligibility for certification by the relevant certifying board. Information regarding Board eligibility at: www.abms.org.

Call Rooms

When on duty, residents are expected to use the designated Call Rooms of the Medical Center that are provided at no charge.

Parking

Parking at no cost is provided, but not guaranteed, in designated areas by the Medical Center. If hospital parking is used, the resident assumes the responsibility for any loss or damage to his/her vehicle and/or its contents, i.e., personal liability coverage. Violation of parking rules will result in citations, and repeated violations will result in termination of the resident's parking privileges. A \$20 deposit may be required for an access card. There will be a charge for access cards that are lost, stolen, etc.

Travel Expenses

There are no provisions for the reimbursement for travel or other expenses when assigned to an affiliate hospital, clinic or other designated training facility as part of the training program.

Specialty In-Service Training Examinations

If required by the Residency Program, residents must take prescribed specialty specific in-service training examinations at specified times. These examinations are given at no cost to the resident.

Loss or Damage to Personal Property

The County assumes no liability for loss or damage to personal property that is suffered by its employees or affiliates while at the Medical Center.

Beepers

Beepers will be provided to all residents. A replacement fee of \$100 will be charged. The fee may be waived if the loss is due to conditions identified in the Memorandum of Understanding with the County.

Counseling and Support Services

Counseling and support services are available at the Medical Center through the Mental Health Services for Physicians in Training. Consult the Director of Graduate Medical Education.

VII. COUNTY EMPLOYMENT POLICIES

Fingerprinting

As part of the registration process, residents may be fingerprinted.

Social Security Numbers

A Social Security Number is required for County employment.

Physical Examinations

New residents must complete a physical examination before beginning training. Annual reexamination is a condition of continuing employment.

INS I-9 Documentation

For employment purposes, Federal Law requires the County to obtain documented proof of employment eligibility to work in the United States from all employees upon registering with the Human Resources office.

Visa Status

It is the responsibility of residents who are not U.S. citizens to have a valid visa or visa renewal before beginning or continuing training at the Medical Center. It is the resident's responsibility to obtain the necessary documentation. Failure to have a valid visa or visa renewal will result in suspension of employment without pay and/or termination from the residency program.

Pay Procedure

Residents are responsible for signing their own timecard twice a month in order to receive their paycheck or direct deposit paystub. Timecards, paychecks, and paystubs are available in the resident's departmental office.

County employees are paid monthly on the 15th of every month. However, if the resident signs up for direct deposit, paychecks are deposited directly to his/her bank account on the 15th and 30th of each month.

The first payday for GY-1 residents commencing employment on June 24 will be on July 15 for the six days worked in June (June 24-30). The next regular payday will be August 15 for the entire month of July unless the resident is on "direct deposit". Residents registered for "direct deposit" will be paid for the first 15 days of July on July 30. Residents wishing to sign up for direct deposit should bring a blank check with the word "VOID" written on the face to registration/orientation. If the resident has a credit union checking account, a form must be completed instead of writing "VOID" on the blank check.

The direct deposit request form must be submitted by June 30 for those residents starting on June 24 in order to receive a check on July 30. For residents starting July 1, the form must be received by July 14.

Professional Activities Outside the Educational Program

The County limits outside employment to 96 hours per month. However, each residency program establishes individual policies regarding outside employment. It is the responsibility of the resident to be aware of the program's policy. Residents must complete, annually, a "Report of Outside Employment" form provided by the Human Resources office.

Electives

Elective rotations approved by the resident training program director that are taken at non-County institutions are allowable ONLY if the resident takes a leave of absence without pay and malpractice insurance is provided by the receiving institution. It is the responsibility of the resident to make sure that malpractice insurance is provided when at non-County institutions. Health insurance coverage may be lost during such leave.

Sexual Harassment and Exploitation Policies

Sexual harassment is an illegal and prohibited behavior. It is a violation of the Federal Civil Rights Act of 1964, Title VII, as well as Los Angeles County Department of Health Services and Medical Center policies. The Medical Center also strictly prohibits unlawful harassment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age. Actions by any County employee that are in violation of these policies shall be subject to immediate and appropriate disciplinary action (up to and including discharge). Detailed procedures for residents who feel that they have been harassed or sexually harassed are available through the Medical Director or Chief Medical Officer's Office or the Office of Human Resources.

Substance Abuse Policy

It is the policy of the Medical Center's graduate medical education programs that the abuse of drugs, including alcohol, by residents is unacceptable because it adversely affects health, safety, security, and progress in the training programs. Further, it jeopardizes public confidence and trust.

Using, possessing, selling, or being under the influence of illegal drugs by residents is unlawful, dangerous, and is absolutely prohibited in the workplace. Further, the use of alcohol in the workplace or the misuse of alcohol or prescribed drugs to any extent that impairs safe and effective performance by residents is prohibited.

Violation of any element of this policy shall result in disciplinary action, up to and including termination.

The Medical Center's Graduate Medical Education Committee recognizes drug and alcohol dependency as treatable illnesses. Residents with dependency problems are encouraged to seek assistance through their program director, the Director of Graduate Medical Education, or Mental Health Services for Physicians in Training.

Information obtained regarding a resident during participation in counseling or psychological services will be treated as confidential, in accordance with Federal and State laws.

Services Rendered

Any form of payment to residents for services rendered to patients as part of their training program is not permitted.

Loyalty Oath

As a condition of employment, County employees must be willing to take a Loyalty Oath that reads as follows:

“YOUR NAME, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.”

Soliciting Business for Attorneys (Capping)

It is illegal for County employees to solicit business for attorneys, on or off County property. To do so is illegal under Sections 6151, 6152, and 6153 of the Business and Professions Code of the State of California.

Conflict of Interest

It is illegal for a person employed in a full-time position in the County Service to engage, outside of his/her regular working hours, in any gainful profession, trade, business or occupation whatsoever for any person, firm, corporation or governmental entity, or be so engaged in his/her own behalf, which profession, trade, business or occupation is incompatible or involves a conflict of interest with his/her duties as a County Officer or employee, or with the duties, functions or responsibility of his/her appointing officer or of the department by which he/she is employed.

VIII. RESTRICTIVE COVENANTS

Residents shall not be required to sign non-competition guarantees.

IX. DUTY HOURS

The Institution, the resident training programs, and the Graduate Medical Education Committee regularly assess compliance with ACGME duty hour requirements as per policy #551.1 (Attachment I).

There is a Hotline for reporting of duty hour violations. You may report duty hour violations by calling the following 24-hour telephone number. Your message may be anonymous or you may leave your name. The Director, of Graduate Medical Education, checks all messages once per working day.
HOTLINE: 323-409-5463 (409-LINE)

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