

LOMA LINDA UNIVERSITY MEDICAL CENTER GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT

THIS AGREEMENT made and executed in duplicate at Loma Linda, California, as of **September 9, 2004**, by and between LOMA LINDA UNIVERSITY MEDICAL CENTER (hereinafter "the Medical Center" or "LLUMC"), a not-for-profit religious corporation owned and operated by the Seventh-day Adventist Church whose principal place of business is 11234 Anderson Street, Loma Linda, California, AND **First Name Int. Last Name, Degree**, (hereinafter "Physician"), whose address is **Address, City, State, Zip**. The Medical Center and Physician agree that Physician meets the qualifications for resident eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the AMA Graduate Medical Education Directory. In addition, the Medical Center and the Physician agree:

1. **MEDICAL CENTER SPONSORSHIP.** The Medical Center sponsors a Graduate Medical Education Training Program in **Program** (hereinafter the "GME Program"). The GME Program may be performed entirely within the facilities owned and operated by LLUMC or the GME Program may utilize facilities owned and operated by other entities (hereinafter "Affiliated Institutions") as the GME Program Director deems appropriate for purposes of education and training. The Medical Center sponsorship of this GME Program is guided by the standards of the Medical Board of California (hereinafter "MBC") and the requirements, where applicable, of the Accreditation Council for Graduate Medical Education (hereinafter "ACGME").
2. **MISSION STATEMENT.** LLUMC is committed to its mission to continue the healing ministry of Jesus Christ, "To Make Man Whole" in a setting of advancing medical science and to provide a stimulating clinical and research environment for the education of physicians, nurses, and other health professionals. Such commitment is embodied in LLUMC's Agreements. The complete Mission Statement of LLUMC is included in the LLUMC Resident Information Booklet 2004-2005 (hereinafter "Resident Information Booklet").
3. **REQUIREMENTS.** Physician certifies that he/she is a graduate of a Medical School approved by the Liaison Council on Medical Education ("LCME") or that he/she has met the requirements established by the MBC for unrestricted participation in a graduate medical education program in the State of California.
4. **APPOINTMENT.** The Medical Center has offered and Physician has accepted appointment to a position as a Resident Physician in the GME Program at the **PGY-Level** level of training. This appointment shall be for a period beginning **Date**, and ending **Date**. The appointment period may be extended by mutual consent of Physician and the Medical Center.
5. **AGREEMENT DATES.** This AGREEMENT applies only for the dates indicated in Paragraph 4 above, subject to the termination clauses contained in paragraphs **27 and 28** and does not imply any type of a guarantee of a position as a Resident for any subsequent year(s) of education and training regardless of the total length of the GME Program to which Physician was appointed.
6. **ADDITIONAL YEAR APPOINTMENT.** Appointment to an additional year of the GME Program, if any, is accomplished by affirmative recommendation from the specific residency Program Director and concurrence of the Graduate Medical Education Committee (hereinafter "GMEC"). It is the Physician's responsibility to clarify with the Program Director whether the GME Program intends to offer an appointment to Physician for any additional year(s) of Graduate Medical Education training.
7. **NON-RENEWAL OF AGREEMENT.** If a decision is made not to renew the Agreement, Physician must be provided with a written notice of intent not to renew the Agreement no later than four months prior to the end of the current Agreement. However, if the primary reason(s) for the nonrenewal occurs within the four months prior to the end of the agreement, Physician must be provided with as much written notice of the intent not to renew as the circumstances reasonably allow prior to the end of the agreement. Physician may implement the House Staff Grievance Policy and Procedure if such notice of intent not to renew the Agreement is received.
8. **DUTIES AND RESPONSIBILITIES.** Physician must discharge the duties and responsibilities as hereinafter provided as a Resident Physician in the GME Program. The Physician may be assigned additional duties and responsibilities by the Program Director in the GME Program. The duties and responsibilities begin with the first day of this AGREEMENT and must be carried out at LLUMC and/or Affiliated Institutions which have been approved to participate in the GME Program, as directed.

9. **GENERAL OBLIGATIONS.** Physician must abide by Medical Center policies and procedures, the policies and procedures of the Affiliated Institutions to which Physician may rotate or be assigned, the policies and procedures of the specific GME Program, and the GMEC's rules, regulations, policies and procedures. The GMEC's rules, regulations, policies and procedures include, but are not limited to the Resident Information Booklet. In making this commitment, Physician understands and agrees that these education and training activities and responsibilities must be carried out in accordance with and subject to the standards of conduct and ethics which are not in conflict with the ethics, principles and philosophy of the Seventh-day Adventist Church.
10. **PROPER ATTIRE.** While on duty, Physician shall wear proper medical attire as established by the rules, regulations and policies of the Medical Center, the Affiliated Institution (as assigned), the GMEC, the Director of Graduate Medical Education, and/or the Program Director. Refer to LLUMC's Policy I-20 "Dress and Appearance".
11. **PHYSICIAN'S GENERAL OBLIGATIONS.** The position of Resident Physician (hereinafter "Physician") entails provision of care commensurate with Physician's level of advancement and competence, under the general supervision of appropriately privileged attending Medical Staff members. Physician expressly agrees to faithfully perform the duties assigned to Physician to the best of his/her skill and ability under the general direction of the GMEC and the specific direction of members of the Medical Staff. Physician acknowledges, understands, and agrees that:
- (A) He/she will participate in providing safe, effective and compassionate patient care;
 - (B) She/he will develop an understanding of the ethical, socio-economic and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in the provision of patient care;
 - (C) He/she will participate in the educational activities of the GME Program and, as appropriate, assume responsibility for teaching and training students and other residents, as directed, and participate in institutional orientation, educational programs, and other activities involving the Medical Staff, as appropriate;
 - (D) She/he will participate in the evaluation of the GME Program and its faculty as requested;
 - (E) He/she will adhere to ACGME institutional and program requirements;
 - (F) She/he will participate in Medical Staff committees to which Physician may be appointed or invited;
 - (G) He/She must live within 30 miles from LLUMC. If He/She chooses to live further away from LLUMC, no additional accommodation or benefits will be provided;
 - (H) He/She is responsible to adhere to the duty hour policies of LLUMC and the GME program. His/her rotation shall be established by the Program Director, where assigned, and may include weekend requirements and on-call responsibility; The responsibility for patients is continuous and not necessarily limited to any scheduled hours;
 - (I) He/she will refrain from accepting fees from any patient for services rendered at LLUMC or its Affiliate Institutions;
 - (J) The Medical Center and/or the Affiliated Institution shall have the right to the exclusive services of Physician during all scheduled hours, including weekend and on-call responsibilities, as determined by the Program Director;
 - (K) Moonlighting: LLUMC does not countenance the practice of medicine outside the scope of the GME program. Residents are not required to engage in moonlighting;
 - (L) He/she is required to and will complete all medical records accurately, timely, and in accordance with policies of the GMEC and of the respective institutions participating in the GME Program. **FAILURE TO COMPLY WITH THIS REQUIREMENT REGARDING MEDICAL RECORD COMPLETION MAY RESULT IN DISCIPLINARY ACTION INCLUDING SUSPENSION FROM THE GME PROGRAM WITHOUT PAY, AND/OR TERMINATION FROM THE GME PROGRAM** at the sole and absolute discretion of the GMEC and/or the GME Director;
 - (M) He/she must obtain and maintain a current non-restricted State of California Medical License within the time frame required by LLUMC and the MBC, as outlined in "California Medical License Requirements" Policy GMEC-18, which is included in the Resident Information Booklet. All Physicians beyond the first year of graduate medical education must consult with the House Staff Office (hereinafter "HSO") regarding MBC requirements. Failure to apply for, obtain, and maintain a California Medical License as required by LLUMC's HSO and the MBC shall result in **TERMINATION FROM THE GME PROGRAM**. This action is based upon state law, therefore, it is not grievable under the House Staff Grievance Policy and Procedure. Physician may request reentry into the training program within 30 days after termination, as described in "California Medical License Requirements" Policy GMEC-18.
12. **MEDICAL LICENSE.** Physician acknowledges, understands, and agrees that:
- (A) Mere acceptance and/or completion of the GME Program does not in any way guarantee that Physician will receive a license of any kind from any source;
 - (B) It is his/her sole responsibility to comply with all LLUMC and MBC licensure requirements; and,
 - (C) The Medical Center is under no obligation whatsoever to assist Physician in obtaining a license of any kind from any source. The Medical Center is willing, however, to supply documentation concerning training in the Medical Center sponsored GME Programs provided such request is submitted in writing in advance to the HSO.
13. **PROVISION OF MEDICAL LICENSE AND DEA REGISTRATION.** Physician understands, acknowledges and agrees that he/she must provide a copy of the California Medical License to the HSO no later than ten (10) days after receipt of the initial California Medical License and subsequent renewals. Moreover, if Physician obtains a Drug Enforcement

Administration (hereinafter "DEA") Registration, he/she must similarly provide a copy of the Registration and an opportunity to verify the authenticity of the copy by observing the original.

14. **DRUG-FREE WORKSITE.** Physician's signature affixed to this AGREEMENT certifies that Physician shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances, as described in LLUMC's "Drug-Free Worksite Policy" I-58, while performing services under this AGREEMENT. It is the responsibility of Physician to read, understand and abide by Policy I-58 "Drug-Free Worksite Policy", which is included in the Resident Information Booklet.
15. **PHYSICIAN IMPAIRMENT:** A Physician who is determined to be impaired during the GME program will be subject to the Graduate Medical Education Policy GMEC-23 "Physician Impairment and Substance Abuse", which is included in the Resident Information Booklet.
16. **ANTI-DISCRIMINATION AND SEXUAL HARASSMENT.** Physician's signature affixed to this AGREEMENT certifies that Physician will review, does understand and does agree to abide by LLUMC's policies on anti-discrimination and sexual harassment. It is Physician's responsibility to read, understand and abide by both LLUMC's Policy I-68 "Equal Employment Opportunity" and LLUMC's Policy I-39, "Non-Discrimination and Anti-Harassment", which are included in the Resident Information Booklet.
17. **VIOLENCE IN THE WORKPLACE.** LLUMC embraces a **ZERO TOLERANCE** policy for workplace violence. Acts, comments or threats of physical contact and/or violence, including intimidation, harassment and/or coercion, whether of a joking nature or otherwise, which involve or affect LLUMC or any of its staff, employees or visitors, or which occur on LLUMC property or on any Affiliate Institution's property, will not be tolerated. It is the responsibility of Physician to read, understand, and abide by LLUMC's Policy I-71, "Violence in the Workplace", which is included in the Resident Information Booklet.
18. **MEDICAL CENTER'S GENERAL OBLIGATIONS.** The Medical Center agrees to the best of its ability to:
 - (A) Provide a suitable environment for Graduate Medical Educational experience(s), as determined in the Medical Center's sole and absolute discretion;
 - (B) Provide and maintain an accredited or otherwise recognized GME Program in the specialty in which Physician is appointed. However, this AGREEMENT may be terminated or suspended by the Medical Center at any time in the event any cause beyond the Medical Center's control, as determined in the sole and absolute discretion of the Medical Center, renders it impracticable for whatever reason, for the Medical Center to continue with the GME Program. This AGREEMENT may also be terminated in the event of termination of the GME Program or in the case of financial exigency as determined by the Medical Center. In such an instance, the Medical Center shall endeavor to use its best efforts to assist Physician in obtaining comparable alternative training. In addition, LLUMC will inform Physician in the event of any adverse accreditation action taken by the ACGME within a reasonable period of time after LLUMC is notified an action has been taken; and,
 - (C) Allow Physician to engage in any professional activities at LLUMC or its Affiliated Institutions for which he/she is qualified as may be approved by the Program Director and the GMEC.
19. **FINANCIAL SUPPORT AND BENEFITS.** The Medical Center agrees to provide financial support and benefits as found on ATTACHMENT B ("Resident Physician Financial Support and Benefit Schedule"):
20. **PROFESSIONAL LIABILITY COVERAGE.** The Medical Center agrees to provide professional and general liability coverage for the authorized activities of Physician under this AGREEMENT. It is specifically understood and agreed that this coverage **SHALL NOT APPLY** to any unauthorized activity. The professional and general liability coverage is an occurrence plan, thus eliminating the need for "tail coverage".
21. **PERFORMANCE EVALUATION.** Since the position of Resident Physician involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, the competence, knowledge, skills, and professional growth of Physician is evaluated on at least a semi-annual basis. An unsatisfactory evaluation can result in required remedial activities, temporary suspension from duties, or termination from the GME Program. The GME Program maintains a confidential record of the evaluations. The GME Program will provide periodic written evaluation(s) of Physician's performance to the HSO pursuant to GMEC policy and procedure, to be made a part of Physician's permanent academic record. Physician may request copies of the academic evaluations from the HSO during normal business hours with 10-days written notice.
22. **REBUTTAL.** The Physician has the option of rebutting and/or disputing any evaluation(s) in the permanent academic record with which Physician disagrees. Disputes may be dealt with through the House Staff Grievance Policy and Procedure included in the Resident Information Booklet, as appropriate.

- 23. PROGRAM TRANSFER.** Transferring from one Medical Center sponsored GME Program to another Medical Center sponsored GME Program during an appointment period covered by this AGREEMENT is prohibited unless:
- (A) Physician requests in writing to his/her Program Director to be released, and;
 - (B) The request for release is approved in writing by his/her Program Director, and;
 - (C) The request for release is approved by the GMEC. The GMEC, in its sole and absolute discretion, shall determine if there is to be a release from this AGREEMENT. If a release is approved, it is understood that such release shall not take place unless and until there is satisfactory completion of all current obligations and responsibilities of the current GME Program by Physician and such completion is affirmed in writing by the Program Director.
- 24. COMPLAINTS/DIFFERENCES.** All complaints or differences arising with regard to the services provided hereunder, or the interpretation of the terms of this AGREEMENT, and the Attachments hereto, shall be reviewed, investigated and acted upon by the GMEC and the Medical Center Administration in accordance with such procedures as they shall establish from time to time.
- 25. TERMINATION CLEARANCE PROCESS.** On or before the date of completion of the GME Program, or upon termination, resignation, or non-renewal of the Agreement: 1) all Medical Center property issued to the Physician during the GME Program must be returned to the HSO; 2) Physician must complete all medical records; and 3) Physician must complete the following documents PRIOR to departing from the GME Program:
- (A) An "Exit Interview Questionnaire" provided by the Medical Center as part of its Compliance Program; and,
 - (B) A "House Staff Clearance Form" provided by the Medical Center's HSO.
- 26. CERTIFICATE OF COMPLETION.** Physician shall be awarded a Certificate of Completion of Graduate Medical Education if the PGY-1 year has been successfully completed at LLUMC, as applicable. In addition, Physician shall be awarded a Certificate of Completion if the required number of years of training in a GME Program have been successfully completed, as applicable. Awarding of a Certificate of Completion is contingent upon the relevant periods of appointment having been completed to the satisfaction of the faculty of the GME Program, the Program Director, and the GMEC. Awarding of such Certificate of Completion will be conditioned upon Physician having, on or before the date of termination of this AGREEMENT, returned all Medical Center property delivered to him/her, completed all patient and other records for which he/she is responsible, completed the "Exit Interview Questionnaire", as appropriate, and settled all his/her obligations with the GME Program, the HSO, the Medical Center, and any of its Affiliated Institutions, as appropriate, including those obligations identified in paragraph 25.
- 27. THIRTY-DAY TERMINATION.** Except as provided in Paragraph 18(B) above, either party may terminate this AGREEMENT prior to its expiration date with thirty (30) days prior written notice. If the Medical Center terminates this AGREEMENT, pay in lieu of thirty (30) days notice, or any combination of notice and pay, may be utilized at the discretion of the Director of Graduate Medical Education. If such termination takes place at the request of the Physician, it is understood and agreed that the Medical Center must be provided with an opportunity for an "exit interview" with the Physician to discuss any comments, differences of opinions, dissatisfactions, or complaints of the Physician. This "exit interview" is in addition to the "Exit Interview Questionnaire" referred to in Paragraph 25(A) herein. If such termination occurs at the direction of the Medical Center, the Physician retains the right to utilize the House Staff Grievance Policy and Procedure.
- 28. SUSPENSION/TERMINATION.** This AGREEMENT with Physician may be suspended or terminated by the Program Director, the Director of Graduate Medical Education, the GMEC, or the Medical Center Administration at any time if: 1) it is discovered that material facts presented by Physician at the time of application or re-application are misleading or not true, or 2) Physician's actions and responsibilities are carried out in conflict with the ethics, principles, and/or philosophy of the medical profession as defined by LLUMC, or 3) Physician's actions and responsibilities are carried out in conflict with the ethics, principles, and/or philosophy of the Seventh-day Adventist Church, or 4) the welfare of any patient may be placed in jeopardy due to any one or more of the following conditions:
- (A) Gross act not commensurate with good medical practice.
 - (B) Disciplinary action imposed by the MBC.
 - (C) Physician's conviction or plea of guilty or nolo contendere to a felony or misdemeanor or any crime involving moral turpitude, including but not limited to substance use or abuse.
 - (D) Failure to satisfactorily meet the standards of the GME Program or to make reasonable progress towards satisfaction of those standards.
 - (E) Conduct not commensurate with good moral standards including, but not limited to, unprofessional conduct.
 - (F) When it is believed Physician's capacity is diminished by use of drugs or alcohol.
 - (G) When responsible faculty, in conjunction with the Program Director, and/or the Director of Graduate Medical Education or his/her designee, or the Medical Center Administration, believes that the Physician's effective capacity has been seriously diminished by emotional, mental or physical factors.
 - (H) Failure to fulfill residency/fellowship responsibilities.
 - (I) Failure to keep charts, records and reports accurate, up to date, and signed at all times.

29. **DUE PROCESS.** In the event the Physician is suspended or terminated for any reason, or if any dispute arises concerning Physician's eligibility to receive a Certificate of Completion of Graduate Medical Education (hereinafter "Certificate"), the Physician may exercise any and all due process rights in accordance with the House Staff Grievance Policy and Procedure established by the GMEC and the Medical Center Administration. **THE HOUSE STAFF GRIEVANCE POLICY AND PROCEDURE MUST BE UTILIZED IF PHYSICIAN WISHES TO CHALLENGE THE DECISION REGARDING SUSPENSION, TERMINATION OR ELIGIBILITY TO RECEIVE THE CERTIFICATE, AND IS A PRE-CONDITION TO SEEKING JUDICIAL RELIEF.** The House Staff Grievance Policy and Procedure GMEC-20 is included in the Resident Information Booklet. Additional copies may be obtained from the HSO.
30. **FINAL AND BINDING DECISION.** The final decision reached through the House Staff Grievance Policy and Procedure by the Medical Center Administration shall be *final and binding* between the parties to this AGREEMENT.
31. **ACKNOWLEDGMENT OF GRIEVANCE PROCEDURE.** In executing this AGREEMENT for Graduate Medical Education Training, Physician specifically acknowledges: 1) having read the provisions of paragraphs 24 through 29; 2) His/Her understanding and agreement to be bound by all provisions of this AGREEMENT including all provisions of paragraphs 24 through 29 relating to Grievances and Disputes, and; 3) His/Her understanding and agreement to participate in any and all procedures established pursuant to paragraphs 24 through 29, including appearance at any interviews, hearings, and/or other proceedings, whether informal or formal, as described in the House Staff Grievance Policy and Procedure referred to in this AGREEMENT.
32. **NOTICE TO AMA.** If this AGREEMENT is terminated prior to its expiration date or if it is determined that Physician is ineligible to receive a Certificate of Completion, each party to this Agreement, at its option, may submit an explanatory statement to the Council on Medical Education of the American Medical Association. It is understood and agreed that such statements shall be available to any inquirers at the discretion of such Association.
33. **GOOD FAITH.** The Medical Center and Physician further agree that they have entered into this AGREEMENT in good faith and acknowledge their respective ethical and legal obligations to fulfill such AGREEMENT until its expiration date, except in the cases provided for in paragraphs 18(B), 27 and 28, or in circumstances where Physician is unable to do so because of an incapacitating accident or illness.
34. **ASSIGNMENT.** Nothing in this AGREEMENT shall be construed to permit assignment by Physician of any rights or obligations under this AGREEMENT. Such assignment is expressly prohibited.
35. **CALIFORNIA LAW.** The Medical Center is licensed under the laws of the State of California and most, if not all, of the services to be rendered hereunder shall be performed in California. Accordingly, this AGREEMENT shall be construed and interpreted under and according to the laws of the State of California.
36. **PARTIAL INVALIDITY.** If any provision or part of a provision in this AGREEMENT is determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.
37. **WAIVER OR FAILURE OF A CONDITION.** Waiver or failure of any condition shall not operate as nor be construed to be a waiver of a subsequent failure of the same or other condition.
38. **COUNTERPARTS.** This AGREEMENT may be executed in counterparts, each of which shall be deemed an original; the counterparts shall together constitute a single AGREEMENT.
39. **HUMAN SERVICES PROVISION.** Pursuant to the requirements of the Health and Human Services Department, until the expiration of four (4) years after the performance of services pursuant to this AGREEMENT, the Medical Center and Physician shall make available, upon written request by the Health and Human Services Secretary, or upon request by the Controller General, or any of the duly authorized representatives, this AGREEMENT, any book(s), document(s) and record(s) of the Medical Center and/or Physician that are necessary to certify the nature and extent of costs pursuant to this AGREEMENT. If the Medical Center or Physician carries out any of the duties of this AGREEMENT through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Health and Human Services Secretary, or upon request by the Controller General, or any of their duly authorized representatives, the subcontract(s), as well as any book(s), document(s), and record(s) of such organization(s) that are necessary to verify the nature and extent of such costs.
40. **MODIFICATION OF AGREEMENT.** Any modification of this AGREEMENT will be effective only if it is communicated in writing and only if signed by the parties to be charged.

41. **ACKNOWLEDGMENT.** Physician acknowledges receipt of the Resident Information Booklet 2004-2005 and understands that he/she is required and responsible for reading and understanding the Resident Information Booklet as a condition of entering into this AGREEMENT. Physician's signature below indicates that Physician certifies he/she has read, understands and agrees to abide by the Resident Information Booklet. Moreover, Physician's signature below indicates that Physician certifies he/she has read, understands and agrees to abide by the LLUMC Corporate Compliance Plan provisions that are applicable to the GME Program, which are contained in the Resident Information Booklet.

WHEREAS, Loma Linda University Medical Center and Physician have caused this AGREEMENT to be executed as set forth below. This AGREEMENT is not valid until signed by the designated Medical Center representative.

DATED _____ BY: _____
PROGRAM DIRECTOR

DATED _____ BY: _____
RESIDENT PHYSICIAN

DATED _____ BY: _____
VICE-PRESIDENT FOR MEDICAL ADMINISTRATION
LOMA LINDA UNIVERSITY MEDICAL CENTER, INC.,
A California Not For Profit Religious Corporation

**ATTACHMENT A
"RELEASE AND AUTHORIZATION"**

This document is incorporated by reference in the Graduate Medical Education Training Agreement signed by the Physician. In executing this Graduate Medical Education Training Agreement, I specifically acknowledge that I have read, understand and agree to be bound by all of the provisions of the AGREEMENT including the provisions regarding Grievances, Complaints and Termination, (i.e. paragraphs 25 through 32, as well as the actual policies and procedures) as well as to participate in any and all procedures established pursuant to such paragraphs (including but not limited to appearances at any interviews, hearings or other proceedings).

I understand that Loma Linda University Medical Center (hereinafter "LLUMC") has an interest in evaluating materials which are relevant to my completion of the GME Program and fulfillment of my obligations under this AGREEMENT, including materials which are relevant to my professional competence, ethical and moral qualifications, and character. I, therefore, agree that the Medical Center Administration, the GME Director, the Program Director(s), the Graduate Medical Education Committee members, and/or their designated representatives, may:

- (1) Consult with medical school deans, administrators, and faculty members of institutions of learning, medical staff members of LLUMC and of other hospitals with which I have been associated, and any other person or entity who may have information which may bear on my professional competence, ethical and moral qualifications and character; and/or,
- (2) Inspect and/or copy all records and documents, including academic and disciplinary records, at medical centers, hospitals, clinics, as well as at universities and colleges which I have attended, and any and all medical and other records in any way related to my professional competence, ethical and moral qualifications, and character, wheresoever located.

I hereby consent to the release of such information, records and documents for such purposes to the LLUMC and HSO from any and all individuals and organizations as indicated herein.

I release from any and all liability LLUMC, LLUMC Administration, the GME Director, the Graduate Medical Education Committee, LLUMC's Medical Staff, any Program Director, and any and all their officers, employees, agents or representatives for their acts, communications, reports, recommendations or disclosures performed in good faith as an incident to any action, inaction, proceeding, review or assessment undertaken in connection with this AGREEMENT. I further release from liability any and all individuals and organizations which provide information, in good faith, to LLUMC, LLUMC Administration, the GME Director, the Graduate Medical Education Committee, the HSO, LLUMC's Medical Staff, any Program Director, and any and all their officers, employees, members, agents or representatives concerning my academic and/or professional performance and competence, ethics, moral qualifications and character, and any other information which may be relevant to any review, evaluation, or other proceeding carried out in connection in any way with this AGREEMENT. In addition to these specific releases, the parties listed in this paragraph shall be entitled, to the fullest extent permitted by law, to absolute immunity from liability arising from any such act, communication, report, recommendation or disclosure.

I FURTHER UNDERSTAND THAT LLUMC, LLUMC ADMINISTRATION, ITS GRADUATE MEDICAL EDUCATION COMMITTEE, THE GME DIRECTOR, PROGRAM DIRECTORS, MEMBERS OF ITS MEDICAL STAFF AND ANY OTHER EMPLOYEES, AGENTS OR REPRESENTATIVES ARE ACCORDED RIGHTS, PRIVILEGES, AND IMMUNITIES WITH RESPECT TO THE RELEASE TO THIRD PARTIES OF INFORMATION EACH MAY HAVE CONCERNING ME UNDER SECTION 805 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, SECTIONS 43.7, 43.8 AND 47 OF THE CALIFORNIA CIVIL CODE, AND OTHER APPLICABLE PROVISIONS OF CALIFORNIA AND/OR FEDERAL LAW. I HEREBY CONSENT TO ANY SUCH RELEASE OF INFORMATION WHICH IS MADE OR GIVEN IN A MANNER WHICH IS BELIEVED IN GOOD FAITH TO QUALIFY FOR AND/OR QUALIFIES FOR ANY IMMUNITY(IES) AND/OR PRIVILEGE(S) AFFORDED BY APPLICABLE PROVISIONS OF CALIFORNIA AND/OR FEDERAL LAW.

Moreover, I specifically consent to the release of any information requested by a third-party payor or auditor of or for a third-party payor relevant to my qualifications and/or any duties performed or not performed by me under this training AGREEMENT as determined solely by LLUMC.

I further agree that, upon request of LLUMC and/or its HSO, I will execute releases in accordance with the tenor, spirit and intent of this AGREEMENT, including paragraphs 24, and 28 through 32, in favor of any individual or organization, subject to such requirements, including those of good faith, as may be applicable under the laws of the State of California and/or the Federal government.

I ACKNOWLEDGE THAT MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, THE ATTACHMENT(S) HERETO, AS WELL AS THE LLUMC RESIDENT INFORMATION BOOKLET 2004-2005, AND/OR ALL POLICIES AND PROCEDURES IN PLACE OR DEVELOPED BY LLUMC OR IT'S AUTHORIZED AFFILIATES TO SUCH AGREEMENT.

DATED _____ BY: _____
RESIDENT PHYSICIAN

**ATTACHMENT B
RESIDENT PHYSICIAN FINANCIAL SUPPORT
AND BENEFIT SCHEDULE
2004-2005
(Effective July 1, 2004)**

FINANCIAL SUPPORT. The Medical Center agrees to pay Physician on a biweekly basis as noted below. Payment is determined by the PGY-level of the Physician's appointment.

<u>LEVEL</u>	<u>ANNUAL FINANCIAL SUPPORT</u>	<u>BIWEEKLY FINANCIAL SUPPORT</u>
PGY-1	\$40,019.20	\$1,539.20
PGY-2	\$41,516.80	\$1,596.80
PGY-3	\$43,492.80	\$1,672.80
PGY-4	\$45,510.40	\$1,750.40
PGY-5	\$47,299.20	\$1,819.20
PGY-6	\$49,004.80	\$1,884.80
PGY-7	\$49,004.80	\$1,884.80
PGY-8	\$49,004.80	\$1,884.80

BENEFITS: The Medical Center agrees to provide the following benefits based upon a twelve-month appointment:

HEALTH PLAN COVERAGE. The Medical Center agrees to provide coverage for medical, dental and optical expenses, as well as for counseling, psychological and other support services for Physician, limited to the terms and conditions of the Residents Health Plan (hereinafter "Plan"), an employer-sponsored health care plan. Health care coverage for the Physician's spouse and/or dependent children, if any, is available but not without charge. Health care benefit coverage under such Plan is provided only for the term of this AGREEMENT. Required enrollment information must be completed and submitted to the House Staff Office prior to the effective date of this Agreement.

All hospital or medical expenses beyond that which is paid by the Plan shall be paid by Physician whether the care is at LLUMC or elsewhere. Details of the Plan are available at Risk Management and/or HSO. LLUMC shall furnish Physician with a Health Plan identification card.

DISABILITY/LIFE INSURANCE. The Medical Center agrees to provide a guaranteed issue, group long-term disability plan and term life insurance plan at LLUMC's expense. Details are available at HSO.

LEAVE. The following leave allowances and provisions, based upon a twelve-month appointment; are provided; leave provisions will be prorated for appointments of shorter duration. For purposes of paid leave (vacation, sick, funeral, etc.) a week is considered Monday through Friday; weekends are not included in calculations of leave time off. Refer to GME Policy GMEC-21 for full details concerning leave allowances.

Paid Leave (Vacation): PGY-1 Three weeks (15 days)
PGY-2 to PGY-8 Four weeks (20 days)

Paid Leave (Vacation) may not be taken and will not be granted during the first or last month of the GME Program under this AGREEMENT, subject only to the discretion of the Program Director, the GME Director and/or the Medical Center Administration. Scheduling of Paid Leave (Vacation) is at the discretion of the Program Director, the GME Director and/or the Medical Center Administration, as appropriate. Arrangements for Paid Leave (Vacation) of more than three (3) consecutive days should be made at least 30 days in advance. Appropriate forms and procedures for requesting leave may be obtained from the HSO.

Holidays: Eight (8) paid holidays per year are provided as follows: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas. Holidays must be taken on the day on which they fall or within one week before or after the actual Holiday. It shall be the Physician's responsibility to arrange for Holiday time off with the Program Director.

Sick Leave: The Medical Center provides ten (10) regularly scheduled days off for paid sick leave. Resident Physician must notify the Attending Physician on service, the GME program office and HSO when Sick Leave is utilized.

Legislated Leaves: Refer to Medical Center Policy I-69 "Legislated Leaves" and Graduate Medical Education Policy GMEC-20 "Legislated Leaves" for specific information pertaining to Family & Medical Leave Act "FMLA" (federal), Worker's Compensation (state), California Family Rights Act "CFRA" (state), Pregnancy Disability Act (state).

Paternity Leave: Physician may use one week of sick leave for “Paternity Leave”, provided there is available sick leave. If no sick leave is available, paid leave (vacation) time may be used, or if there is no vacation time available, the Physician may take off one week without pay. Refer to Graduate Medical Education Policy GMEC-21 “Leave Allowances” for additional information and requirements concerning Paternity Leave.

Funeral Leave: The Medical Center provides three (3) regularly scheduled workdays off with pay for funeral leave in the case of a death in the Physician's immediate family. “Immediate family” is defined as the Physician's parents, spouse, children or siblings.

Leave of Absence (LOA.) A LOA request must be made in writing on the official HSO “Leave of Absence Request” form at least two weeks prior to the requested time off, and must be approved by the Program Director and Administrative Director of HSO. Refer to Graduate Medical Education Policy GMEC-22 “Leave of Absence” for detailed information concerning LOA. LOA may have an effect upon the completion date of the training program; the Program Director, in compliance with Program and Board requirements, will determine whether leave time will have to be made up.

MEALS. The Medical Center will provide two \$6 on-call meal tickets for Residents who are required to take overnight in-house call. One \$6 on-call meal ticket will be provided for Residents who are required to take 12-hour in-house shifts. A 30% discount on meals purchased at the LLUMC, Children’s Hospital and other campus cafeterias is provided, however, this discount does not apply to on-call meal tickets. Access to the discount is by use of the LLUMC ID Badge. Meal tickets are available in the residency program office.

WHITE COATS. The Medical Center will provide Physician with three (3) white coats at the beginning of the initial year of the GME Program at LLUMC. LLUMC agrees to launder Physician's white coats free of charge and to make all reasonable repairs during training. No personal laundry service for Physician or his/her family will be provided. The coats may be retained by Physician at the termination of the GME Program.

SCRUBS. The Medical Center provides scrubs through vending machines located in various areas. Access to the scrub machines is by use of the ID Badge with a specific bar code attached, available through HSO by completion of a request form.

EMPLOYEE ASSISTANCE PROGRAM. The Medical Center maintains an Employee Assistance Program (hereinafter “EAP”) which is available for Physicians in GME Programs. Details are available from “EAP” or from HSO.

PAGER. The Medical Center will provide a 2-way pager for Physician's use throughout the GME Program appointment period. Upon termination from the GME program, the pager must be returned to the HSO as required by HSO policy;

TUITION BENEFIT. A full-time benefit-eligible Physician shall be eligible for a maximum of eight (8) units (credit hours) of reimbursement for undergraduate or graduate college tuition within the guidelines of Medical Center Policy K-24 “Education Tuition Benefit and Employee Financial Assistance”, provided Physician is formally enrolled and accepted in a recognized degree program. If Physician is not formally enrolled and accepted in a recognized degree program, this benefits becomes taxable income.

HOUSING. The Medical Center makes no provisions whatsoever for housing accommodations for Physician or Physician's dependents
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