



**LOMA LINDA INLAND EMPIRE CONSORTIUM FOR HEALTHCARE EDUCATION
(dba LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM)
GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT**

THIS AGREEMENT made and executed at Loma Linda, California, as of <Date>, by and between LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM (hereinafter "the Consortium"), a not-for-profit religious corporation owned and operated by the Seventh-day Adventist Church, whose principal place of business is 11234 Anderson Street, Westerly Bldg. Suite 'C', Loma Linda, California 92354, AND <Name>, <Degree>, Resident Physician/Fellow (hereinafter "Resident"). The Consortium and Resident agree that Resident meets the qualifications for resident eligibility outlined in the Accreditation Council for Graduate Medical Education (ACGME) Common Program Requirements. In addition, the Consortium and the Resident agree:

1. **CONSORTIUM SPONSORSHIP.** The Consortium 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 Loma Linda University Medical Center 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 Consortium 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.** The CONSORTIUM 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 the CONSORTIUM's Agreements. The complete Mission Statement of the CONSORTIUM is included in the House Staff Manual 2017-2018 (hereinafter "House Staff Manual").
3. **REQUIREMENTS.** Resident 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. Resident must pass a background investigation, which includes criminal, Federal, OIG and DMV driver's record, conducted through Human Resource Management and must pass a urine drug screening test and pre-employment physical examination prior to commencing of training. This AGREEMENT shall be null and void unless all credentials and requirements have been met by the time of the effective date of this AGREEMENT.
4. **DURATION of APPOINTMENT.** The Consortium has offered and the Resident has accepted appointment to a position as a Resident 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 Resident and the Consortium.
5. **AGREEMENT DATES.** This AGREEMENT applies only for the dates indicated in Paragraph 4 above, subject to the termination clauses contained in paragraphs **28 and 29** 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 Resident was appointed.

6. **CONDITIONS FOR REAPPOINTMENT.** 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 Resident's responsibility to clarify with the Program Director whether the GME Program intends to offer an appointment to Resident for any additional year(s) of Graduate Medical Education training.

7. **NON-RENEWAL OF APPOINTMENT.** If a decision is made not to renew the Agreement, Resident 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, Resident must be provided with as much written notice of the intent not to renew or of the intent to renew but not to promote to the next level of training as the circumstances reasonably allow prior to the end of the agreement. Resident may implement the GMEC Resident Grievance Policy and Procedure if such notice of intent not to renew the Agreement is received.

8. **RESIDENTS' RESPONSIBILITIES.** Resident must discharge the duties and responsibilities as hereinafter provided as a Resident in the GME Program. The Resident 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 Loma Linda University Medical Center and/or Affiliated Institutions which have been approved to participate in the GME Program, as directed.

9. **GENERAL OBLIGATIONS.** Resident must abide by the Consortium policies and procedures, the policies and procedures of the Affiliated Institutions to which Resident 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 are found on the Loma Linda University Health *One Portal*, the Consortium's GME website or the *House Staff Manual*. In making this commitment, the Resident 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. **RESIDENT'S GENERAL OBLIGATIONS.** The position of Resident entails provision of care commensurate with Resident's level of advancement and competence, under the general supervision of appropriately privileged attending Medical Staff members. The Resident expressly agrees to faithfully perform the duties assigned 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. The Resident acknowledges, understands, and agrees that he/she:
 - (A) Will participate in providing safe, effective and compassionate patient care;
 - (B) 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) 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) Participate in the evaluation of the GME Program and its faculty as requested;
 - (E) Adhere to ACGME institutional and program requirements;
 - (F) Participate in Medical Staff committees to which Resident may be appointed or invited;
 - (G) Maintain current certification in Basic Life Support (BLS) or Advance Cardiac Life Support (ACLS) at all times. Failure to renew in a timely manner will result in suspension from the training program;
 - (H) Live within a driving distance from LLUMC as specified by their Program. Residents who are required to be on duty overnight must reside within 30 miles driving distance of LLUMC;
 - (I) Adhere to the duty hour policies of the CONSORTIUM (GMEC-12), the training program and comply with any applicable ACGME requirements. Rotations 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;
 - (J) He/She shall wear proper medical attire as established by the rules, regulations and policies of the Consortium, the Affiliated Institution (as assigned), the GMEC, the Director of Graduate Medical Education, and/or the Program Director. Refer to the Consortium Policy I-20 "Dress and Appearance";
 - (k) He/She will refrain from accepting fees from any patient for services rendered at LLUMC or its Affiliate Institutions;

- (L) The Consortium and/or the Affiliated Institution shall have the right to the exclusive services of Resident during all scheduled hours, including weekend and on-call responsibilities, as determined by the Program Director. Residents must agree to devote full time to the course of training and will not participate in any outside activities that will interfere with training hours or violate duty hour restrictions;
- (M) Moonlighting: Residents are not required to engage in moonlighting; Refer to GMEC Policy-26;
- (N) 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;
- (O) He/She must obtain and maintain a current State of California Medical License within the time frame required by the Consortium and the Medical Board of California (MBC), as outlined in "California Medical License Requirements" Policy GMEC-18, which is posted on the Loma Linda University Health *One Portal*. All Residents beyond the first year of graduate medical education training must consult with the Graduate Medical Education Office (hereinafter "GME Office") regarding MBC requirements. Failure to apply for, obtain, and maintain a California Medical License as required by the CONSORTIUM's GME Office 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 GMEC Resident Grievance Policy and Procedure.

11. USMLE/COMLEX. Resident acknowledges, understands, and agrees that:

- (A) Failure to pass USMLE Step 2 or COMLEX-USA Level 2 by the end of the PGY-1 year (12 months of ACGME training) will result in NONRENEWAL OF THE TRAINING AGREEMENT.
- (B) PGY-1 Residents are required to take and pass USMLE Step 3 or COMLEX-USA Level 3 by the end of the 8th month of residency training. CONSORTIUM allows two days off with pay to take USMLE/COMLEX-USA Level 3 for the first time.
- (C) PGY-2 Residents entering a training program at the CONSORTIUM are required to successfully pass USMLE Step 3 or COMLEX-USA Level 3 prior to completion of the PGY-2 year of training. Failure to do so will result in NONRENEWAL OF THE TRAINING AGREEMENT.

12. MEDICAL LICENSE. Resident acknowledges, understands, and agrees that:

- (A) Mere acceptance and/or completion of the GME Program does not in any way guarantee that Resident will receive a license of any kind from any source;
- (B) It is his/her sole responsibility to comply with all CONSORTIUM and MBC licensure requirements; and,
- (C) The Consortium is under no obligation whatsoever to assist Resident in obtaining a license of any kind from any source. The Consortium is willing; however, to supply documentation concerning training in the Consortium sponsored GME Programs provided such request is submitted in writing in advance to the GME Office.
- (D) Resident agrees to provide GME Office with any necessary information to allow the GME Office to assist with the license application as required.

13. PROVISION OF MEDICAL LICENSE AND DEA REGISTRATION. Resident understands, acknowledges and agrees that he/she must provide a copy of the initial California Medical License to the GME Office no later than ten (10) days after receipt of the California Medical License. Moreover, if the Resident is required by his/her residency program to obtain 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. Resident's signature affixed to this AGREEMENT certifies that Resident shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances, as described in the Consortium's "Drug-Free Worksite Policy" I-58, while performing services under this AGREEMENT. It is the responsibility of Resident to read, understand and abide by Policy I-58 "Drug-Free Worksite Policy", which is included in the Loma Linda University Health *One Portal*.

15. RESIDENT IMPAIRMENT. Any Resident who believes he/she may be impaired by physical or mental illness, substance abuse or any other impairment should, as a matter of professionalism, seek the assistance of the Resident Well-Being Committee. A Resident 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 on the LLUH *One Portal*.

16. **NON-DISCRIMINATION AND ANTI-SEXUAL HARASSMENT.** Resident's signature affixed to this AGREEMENT certifies that Resident will review, does understand and does agree to abide by the Consortium's policies on anti-discrimination and sexual harassment. It is Resident's responsibility to read, understand and abide by both GMEC's Policy I-68 "Equal Employment Opportunity" and GMEC's Policy I-39, "Non-Discrimination and Anti-Harassment", which are included in the LLUH *One Portal*.
17. **VIOLENCE IN THE WORKPLACE.** The CONSORTIUM 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 CONSORTIUM 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 Resident to read, understand, and abide by LLUMC's Policy I-71, "Violence in the Workplace", which is included in LLUH *One Portal*.
18. **INTELLECTUAL PROPERTY.**
 - (A) Resident agrees that all inventions, ideas, concepts, improvements, developments, innovations and works of authorship, whether patentable, copyrightable or not ("Intellectual Property"), made, developed, written or conceived by Resident in the course and scope of Resident's appointment with the CONSORTIUM shall be and remain the sole and exclusive property of the CONSORTIUM or its assignees, as shall the media in which all such Intellectual Property is fixed, including, without limitation, notes, drafts, computer diskettes or tapes and the like. Accordingly, to the extent the CONSORTIUM does not already own all rights by operation of law, and subject to Section 2870 of the California Labor Code (Article 3.5), Resident hereby assigns irrevocably and agrees to assign and also agrees promptly to disclose in writing to the CONSORTIUM, all rights, of whatever type, throughout the world, for as long as such rights shall endure, all Intellectual Property made, conceived or developed by Resident in the course and scope of Resident's appointment with the CONSORTIUM, whether or not made, conceived or developed during regular working hours. To the extent permitted by law, such Intellectual Property shall conclusively be presumed to have been made, conceived or developed in the course and scope of Resident's appointment with the CONSORTIUM and shall be and remain the sole and exclusive property of the CONSORTIUM or its assignees.
 - (B) To the extent any third party has any ownership, copyright and/or patent interests in Intellectual Property made, developed, written, conceived or perfected by Resident in the course and scope of Resident's appointment with the CONSORTIUM, Resident agrees to disclose in writing any and all such interests in existence as of the date of execution of this Agreement.
 - (C) Resident, by signing this Agreement, does not waive any rights under Section 2870 of the California Labor Code Article 3.5.
 - (D) Resident agrees that, both during and after Resident's appointment, without charge to the CONSORTIUM, Resident will, at the CONSORTIUM's request and expense, assist the CONSORTIUM and/or its assignees in every proper and reasonable way to obtain, preserve, defend and vest, in it or them, title to patent, copyrights or other intellectual property rights on the Intellectual Property in all countries, including but not limited to executing all necessary or desirable documents, such as applications for patents, copyrights or trademarks, and assignments thereof. If the CONSORTIUM is unwilling to pursue title to patent, copyrights or other intellectual property rights, the right to pursue those protections will revert to the Resident.
19. **CONSORTIUM'S GENERAL OBLIGATIONS.** CONSORTIUM agrees to the best of its ability to:
 - (A) Provide a suitable environment for Graduate Medical Educational experience(s), as determined in the CONSORTIUM's sole and absolute discretion;
 - (B) Provide and maintain an accredited or otherwise recognized GME Program in the specialty in which Resident is appointed. However, this AGREEMENT may be terminated or suspended by the CONSORTIUM at any time in the event any cause beyond the CONSORTIUM's control, as determined at the sole and absolute discretion of the CONSORTIUM, renders it impracticable for whatever reason, for the CONSORTIUM 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 CONSORTIUM. In such an instance, the CONSORTIUM shall endeavor to use its best efforts to assist the Resident in obtaining comparable alternative training. In addition, the CONSORTIUM will inform the

Resident in the event of any adverse accreditation action taken by the ACGME within a reasonable period of time after the CONSORTIUM is notified an action has been taken; and,

- (C) Allow the Resident to engage in any professional activities at the CONSORTIUM or its Affiliated Institutions for which he/she is qualified as may be approved by the Program Director and the GMEC.

20. **FINANCIAL SUPPORT AND BENEFITS.** The CONSORTIUM agrees to provide financial support, benefits, meals, and leaves of absence as found on ATTACHMENT B (“Resident Financial Support and Benefit Schedule”).
21. **PROFESSIONAL LIABILITY COVERAGE.** The CONSORTIUM agrees to provide professional and general liability coverage for the authorized activities of Resident 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”. Coverage includes protection against awards from claims reported or filed after completion of the program if the alleged actions are within the scope of the residency program.
22. **PERFORMANCE EVALUATION.** Since the position of Resident 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 the Resident 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 Resident's performance to the GME Office pursuant to GMEC policy and procedure, to be made a part of Resident's permanent academic record. The Resident may request copies of the academic evaluations from the GME Office during normal business hours with 10 days written notice.
23. **REBUTTAL.** The Resident has the option of rebutting and/or disputing any evaluation(s) in the permanent academic record with which the Resident disagrees. Disputes may be dealt with through the GMEC Resident Grievance Policy and Procedure included in the LLUH *One Portal*.
24. **PROGRAM TRANSFER.** Transferring from one CONSORTIUM sponsored GME Program to another CONSORTIUM sponsored GME Program during an appointment period covered by this AGREEMENT is prohibited unless:
 - (A) Resident 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 Resident and such completion is affirmed in writing by the Program Director.
25. **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 CONSORTIUM Administration in accordance with such procedures as they shall establish from time to time.
26. **RESIDENCY COMPLETION EXIT PROCEDURES.** On or before the date of completion of residency, or upon termination, resignation, or non-renewal of the Agreement: 1) all CONSORTIUM property issued to the Resident during the GME Program must be returned to the GME Office; 2) Resident must complete all incomplete or delinquent medical records; and 3) Resident must personally check out with the GME Office PRIOR to departing from the GME Program.
27. **CERTIFICATE OF COMPLETION.** Resident shall be awarded a Certificate of Completion of Graduate Medical Education if the PGY-1 year has been successfully completed at the CONSORTIUM in a non-categorical program, as applicable. In addition, Resident shall be awarded a Certificate of Completion if the required number of years of training in a GME Program has 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 Resident having, on or before the date of termination of this

AGREEMENT, returned all CONSORTIUM property delivered to him/her, completed all patient and other records for which he/she is responsible, and settled all his/her obligations with the GME Program, the GME Office, the CONSORTIUM, and any of its Affiliated Institutions, as appropriate, including those obligations identified in paragraph 26.

28. **THIRTY-DAY TERMINATION**. Except as provided in Paragraph 19(B) above, either party may terminate this AGREEMENT prior to its expiration date with thirty (30) days prior written notice. If the CONSORTIUM 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 Resident, it is understood and agreed that the CONSORTIUM must be provided with an opportunity for an "exit interview" with the Resident to discuss any comments, differences of opinions, dissatisfactions, or complaints of the Resident. If such termination occurs at the direction of the CONSORTIUM, the Resident retains the right to utilize the GME Grievance Policy and Procedure.
29. **SUSPENSION/TERMINATION**. This AGREEMENT with Resident may be suspended or terminated by the Program Director, the Director of Graduate Medical Education, the GMEC, or the CONSORTIUM Administration at any time if: 1) it is discovered that material facts presented by Resident at the time of application or re-application are misleading or not true, or 2) Resident's actions and responsibilities are carried out in conflict with the ethics, principles, and/or philosophy of the medical profession as defined by the CONSORTIUM, or 3) Resident'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 Medical Board of California;
 - (C) Resident'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 Resident'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 CONSORTIUM Administration, believes that the Resident'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;
 - (J) Failure to maintain current Basic Life Support (BLS) certification at all times.
30. **GRIEVANCE PROCEDURES AND DUE PROCESS**. In the event the Resident is suspended or terminated for any reason, or for non-promotion of a resident to the next level of training or other actions that could significantly threaten a resident's intended career development or if any dispute arises concerning Resident's eligibility to receive a Certificate of Completion of Graduate Medical Education (hereinafter "Certificate"), the Resident may exercise any and all due process rights in accordance with the GMEC Resident Grievance Policy and Procedure established by the GMEC and the CONSORTIUM Administration. **THE GMEC RESIDENT GRIEVANCE POLICY AND PROCEDURE MUST BE UTILIZED IF THE RESIDENT WISHES TO CHALLENGE THE DECISION REGARDING SUSPENSION, TERMINATION OR ELIGIBILITY TO RECEIVE THE CERTIFICATE, AND IS A PRE-CONDITION TO SEEKING JUDICIAL RELIEF.** The GMEC Resident Grievance Policy and Procedure GMEC-20 is available on the LLUH *One Portal*. Additional copies may be obtained from the GME Office.
31. **FINAL AND BINDING DECISION**. The final decision reached through the GMEC Resident Grievance Policy and Procedure by the CONSORTIUM Administration shall be *final and binding* between the parties to this AGREEMENT.
32. **ACKNOWLEDGMENT OF GRIEVANCE PROCEDURE**. In executing this AGREEMENT for Graduate Medical Education Training, Resident specifically acknowledges: 1) having read the provisions of paragraphs 25 through 31; 2) his/her understanding and agreement to be bound by all provisions of this AGREEMENT including all provisions of paragraphs 25 through 31 relating to Grievances and Disputes, and, 3) his/her understanding and agreement to participate in any and all procedures established pursuant to paragraphs 25

through 31, including appearance at any interviews, hearings, and/or other proceedings, whether informal or formal, as described in the GMEC Resident Grievance Policy and Procedure referred to in this AGREEMENT.

33. **NOTICE TO AMA.** If this AGREEMENT is terminated prior to its expiration date or if it is determined that the Resident 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.
34. **GOOD FAITH.** The CONSORTIUM and Resident 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 19(B), 28 and 29, or in circumstances where Resident is unable to do so because of an incapacitating accident or illness.
35. **ASSIGNMENT.** Nothing in this AGREEMENT shall be construed to permit assignment by Resident of any rights or obligations under this AGREEMENT. Such assignment is expressly prohibited.
36. **CALIFORNIA LAW.** The CONSORTIUM 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.
37. **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.
38. **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.
39. **COUNTERPARTS.** This AGREEMENT may be executed in counterparts, each of which shall be deemed an original; the counterparts shall together constitute a single AGREEMENT.
40. **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 CONSORTIUM and Resident 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 CONSORTIUM and/or Resident that are necessary to certify the nature and extent of costs pursuant to this AGREEMENT. If the CONSORTIUM or Resident 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.
41. **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.
42. **ACKNOWLEDGEMENT.** Resident acknowledges and understands that he/she is required and responsible for accessing the House Staff Manual and GMEC Policies on LLUH *One Portal*. The Resident's signature certifies that he/she agrees to read and abide by the information contained in the House Staff Manual and GMEC Policies.

WHEREAS, LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM and Resident have caused this AGREEMENT to be executed as set forth below. This AGREEMENT is not valid until signed by the designated CONSORTIUM representative.

DATED _____ BY: _____
PROGRAM DIRECTOR

DATED _____ BY: _____
RESIDENT PHYSICIAN

DATED _____ BY: _____
President/Chief Executive Officer
LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM
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 Resident. 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 31, 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 HEALTH EDUCATION CONSORTIUM (hereinafter "the CONSORTIUM") has an interest in evaluating materials that are relevant to my completion of the GME Program and fulfillment of my obligations under this AGREEMENT, including materials that are relevant to my professional competence, ethical and moral qualifications, and character. I, therefore, agree that the CONSORTIUM 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 Loma Linda University Medical Center or Children's Hospital 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 the Consortium, 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;
- (3) Provide data to the ACGME which may include social security numbers and Milestone data. ACGME may share data with the certifying boards in accordance with ACGME requirements. Residents are advised to contact legal@acgme.org with any questions or concerns or to withdraw consent to share this data.

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

I release from any and all liability the CONSORTIUM, CONSORTIUM 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 the CONSORTIUM, the CONSORTIUM Administration, the GME Director, the Graduate Medical Education Committee, the GME Office, 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 THE CONSORTIUM, CONSORTIUM ADMINISTRATION, ITS GRADUATE MEDICAL EDUCATION COMMITTEE, THE GME DIRECTOR, RESIDENCY 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 the CONSORTIUM.

I further agree that, upon request of the CONSORTIUM and/or its GME Office, I will execute releases in accordance with the tenor, spirit and intent of this AGREEMENT, including paragraphs 25, 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 CONSORTIUM HOUSE STAFF MANUAL, AND/OR ALL POLICIES AND PROCEDURES IN PLACE OR DEVELOPED BY THE CONSORTIUM OR IT'S AUTHORIZED AFFILIATES TO SUCH AGREEMENT.

DATED _____ BY: _____
RESIDENT PHYSICIAN

**ATTACHMENT B
RESIDENT PHYSICIAN FINANCIAL SUPPORT AND BENEFIT SCHEDULE
2017-2018
(Effective July 1, 2017)**

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

LEVEL	Annual Financial Support	Biweekly Financial Support
PGY-1	\$54,496.00	\$2,096.00
PGY-2	\$56,492.80	\$2,172.80
PGY-3	\$58,510.40	\$2,250.40
PGY-4	\$60,507.20	\$2,327.20
PGY-5	\$62,961.60	\$2,421.60
PGY-6	\$65,457.60	\$2,517.60
PGY-7	\$75,358.40	\$2,898.40
PGY-8	\$75,358.40	\$2,898.40
VA Chief Resident	\$75,628.80	\$2,908.80

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

- **HEALTH PLAN COVERAGE**

Residents are eligible to participate in the **LOMA LINDA UNIVERSITY HEALTH Employee Health Plan**. This **Plan includes coverage** for inpatient and outpatient medical services, prescription drugs, optical expenses, counseling, psychological and other support services. Optional dental coverage is also available. Coverage may also be extended to a Resident's spouse and/or dependent children. In order to participate in the Plan, the Resident, spouse and/or children must enroll within 30 days of eligibility or during the annual open enrollment period and pay a monthly contribution through payroll deduction.

Coverage under the Plan is effective on the first day of attendance at Orientation, or on the effective date of the training agreement, providing appropriate enrollment forms have been completed, within the first 30 days of hire.

The Plan is a self-insured, employer-sponsored health care benefit plan; it is not an insurance program. In order to receive any coverage under the plan, the Resident must complete an enrollment form and submit the form on PeoplePortal **within the first 30 days of hire**. *Any changes in family or eligibility status (such as change in marital status, new children, unemployed spouse, etc.) must be reported within 30 days of the change in eligibility status.*

The health care coverage is limited to the terms and conditions of the Employee Health Plan (hereinafter "Plan"), an employer-sponsored health care plan. Coverage under this Plan is provided for the term of Agreement but may be extended after the termination of the agreement under the terms of COBRA as described in the health plan document. Resident will be responsible for co-payments and all hospital or medical expenses beyond that which is paid by the Plan whether the care is at LLUMC or elsewhere. Details of the Plan are available at Risk Management and/or GME Office.

- **DISABILITY/LIFE INSURANCE**

A guaranteed issue, group long-term disability plan and term life insurance plan is provided at CONSORTIUM's expense. Details are available at the GME Office.

- **DAYS OFF**

Residents are to have 4 (four) 24-hour periods (1 day in 7) free of patient care responsibilities each month, averaged over four weeks. During months with legal holidays, i.e. January, February, May, July, September, November and December, Residents will have one additional day off for a total of 5 (five) days off duty. During the month of November, there are two official holidays – at the discretion of the Attending Physician and/or Program Director, the Resident may have 5 (five) days off during October and 5 (five) days off during November, OR 4 (four) days in October and 6 (six) days in November.

- **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)

During the first year of employment with the Consortium, a PGY-1 resident receives three (3) weeks (15 Monday-Friday days) of paid leave. PGY-2 and above will receive four (4) weeks (20 Monday-Friday days) of paid leave. New PGY-2s and above coming to the Consortium from outside institutions must take the first five days July 3 to July 7 as paid leave.

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 CONSORTIUM Administration. Scheduling of Paid Leave (Vacation) is at the discretion of the Program Director, the GME Director and/or the CONSORTIUM 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 Program Office.

Sick Leave: Ten (10) regularly scheduled days off for paid sick leave are provided. Resident must notify the appropriate individuals which may include the Attending Physician on service, the GME program and GME Office when Sick Leave is utilized.

Legislated Leaves: Refer to LLUMC 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: Resident 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 Resident 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: Three (3) regularly scheduled workdays off with pay for funeral leave in the case of a death in the Resident's immediate family. "Immediate family" is defined as parents, spouse, children, stepchildren, siblings, grandparents, grandchildren, father-in-law, and mother-in-law.

Leave of Absence (LOA): A LOA request must be made in writing on the official GME Office "Leave of Absence Request" form at least two weeks prior to the requested time off, and must be approved by the Program Director and Executive Director of GME Office.

Effect of Leave(s) on the Ability to Satisfy the Requirements for Program Completion: A leave of absence or other types of leaves 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 must be made up and the completion date extended. The Resident will be given timely notice of the effect of the leave(s) on the ability to satisfy the requirements for program completion. Refer to Graduate Medical Education Policy GMEC-22 "Leave of Absence" in LLUH *One Portal*.

Eligibility for Specialty Board Examinations: The resident/fellow should consult with their Residency Program Director for information related to the Resident's eligibility for specialty board examinations.

- **ON –CALL MEAL CARDS**
Meal cards (total value of \$12) will be provided for Residents who are required to take in-house call for 24 consecutive hours and are unable to leave the medical center during that period. Meal cards are available from the residency program office associated with the service for the assigned rotation. Meal cards are not eligible for discounts at the various cafeterias. An assortment of food items for residents can be found 24 hours a day in the Resident Lounges.
- **CAFETERIA PAYROLL DEDUCTION OPTION**
Residents may elect to enroll in an automatic payroll deduction of cafeteria option for purchases in cafeterias on campus (does not include on-call meal tickets). The payroll deduction process eliminates the need to carry cash and provides a faster transaction time at the cash register. Payroll deduction and employer provided discounts only apply upon presentation of an activated ID Badge. Forms for signing up can be obtained from the VIP HRM Benefits intranet page or the GME Office.
- **WHITE COATS**
Two (2) white coats are issued at the beginning of the initial year of the GME Program at the CONSORTIUM. Resident may retain the coats at the termination of the GME Program.
- **SCRUBS**
Scrubs are provided through vending machines located in the Medical Center. Access to the scrub vending machines is by use of a scrub card that identifies the Resident; request a scrub card from the GME Office.
- **EMPLOYEE ASSISTANCE PROGRAM**
The CONSORTIUM provides counseling services through an Employee Assistance Program (hereinafter “EAP”), available for Residents in GME Programs. Specific details are available from “EAP” or from GME Office.
- **HOUSING**
There is no provision whatsoever for housing accommodations for Resident or Resident's dependents.
