



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach, ARMC Chief Executive Officer
Telephone Number	<u>(909) 580-6150</u>
Contractor	_____, Resident/Fellow
Contractor Representative	_____
Telephone Number	_____
Contract Term	_____
Original Contract Amount	_____
Amendment Amount	_____
Total Contract Amount	_____
Cost Center	<u>9182444200</u>
Grant Number (if applicable)	<u>Resident/Fellow Contract 2026</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, hereafter "County," in carrying out the operation of the Arrowhead Regional Medical Center, operates the Accreditation Council for Graduate Medical Education, hereafter "ACGME," accredited programs in postgraduate medical education; and

WHEREAS, the undersigned, hereafter referred to as "Resident," has met high standards for acceptance into one of these programs and possesses the skills necessary for the delivery of patient care services at the Arrowhead Regional Medical Center; and

WHEREAS, "Resident" is defined in this resident/fellow contract ("this Contract") as any physician in an ACGME-accredited graduate medical education program, including interns, residents, fellows, and visiting residents.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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1. DUTIES AND RESPONSIBILITIES OF RESIDENT

- 1.1 County appoints the Resident to participate in the following Postgraduate Year (“PGY”) level or Fellowship Year level (“FEL”) identified in Section 6.1.
- 1.2 Resident is not an independent practitioner and works under the supervision of an appropriately credentialed member of the medical staff. As delegated by supervising physicians, Resident examines, diagnoses, and treats patients at the Arrowhead Regional Medical Center (the “ARMC”), Ambulatory Clinics, Behavioral Health Inpatient Unit, and all other affiliated teaching and clinical care units. Specific duties are further detailed in the Residency Training Manual for the Residency Program in which Resident is enrolled.
- 1.3 Resident shall meet the expectations of the program in each of the following competencies: medical knowledge; patient care; interpersonal and communication skills; professionalism; practice-based learning and improvement; system-based practice; and any other competencies or designated professional activities. In order to remain in the program, Resident shall follow the Code of Conduct and other standards for County employees.
- 1.4 Resident confers with attending physicians regarding care of patients and medical work performed, and assists them in examining and treating patients, in a manner in accordance with the accepted standards of residency training.
- 1.5 Resident confers with other residents, nursing personnel and other members of the healthcare team regarding the care of patients.
- 1.6 Resident completes and maintains all requisite medical records of all patients assigned to his or her care. In no instance shall Resident allow said records to become delinquent by more than three (3) calendar days. Failure to fulfill this obligation shall result in the Residency Program Director (Program Director) assigning Resident to the Medical Records Department to complete said records. Delinquent medical records are evidence of deficiencies in meeting competency requirements of the program and may result in other disciplinary actions.
- 1.7 Resident may apply for clinical privileges through the Medical Staff Organization and may be granted privileges to independently perform those services that he or she is competent to perform in accordance with Medical Staff Bylaws, Graduate Medical Education Committee policies, and the relevant Residency Training Manual. However, duties performed while under the privileges granted cannot be required and will not be considered part of the resident training program.
- 1.8 Resident shall not engage in any other professional medical employment, business, or practice without first obtaining written approval from the Program Director and in accordance with Graduate Medical Education Committee policies, and the relevant Residency Training Manual. In no event shall such additional employment, business, or practice conflict in any way with Resident’s responsibilities and educational training program at ARMC.
- 1.9 Resident may be required to appear in legal proceedings on behalf of County, where the need for such appearance arises out of Resident’s work for the County under this Contract and will not be entitled to receive additional compensation. If Resident is served with a summons or subpoena to appear in court resulting from their work in the residency program, the summons or subpoena shall be forwarded to ARMC Risk Management Office immediately.
- 1.10 Resident shall abide by the requirements of the residency training accrediting body, which is the ACGME.

2. GENERAL PROVISIONS RELATING TO RESIDENT PROGRAM

- 2.1 ARMC shall provide an educational program that meets the standards of the ACGME program requirements. A copy of the ACGME program requirements is in the relevant Residency Training Manual and the following website <http://www.acgme.org/>. A program specific training manual will be provided to Resident by the Program Director.
- 2.2 ARMC shall make every effort to maintain its staff and its facilities in compliance with all the standards as set forth by the ACGME and relevant specialty Boards.
- 2.3 Resident will be under the professional supervision of the Program Director for the Residency Program in which Resident is enrolled and under the administrative supervision of ARMC Medical Staff Department Chair for the department where the Residency Program is located.
- 2.4 Resident shall devote such time as is necessary to satisfactorily complete his or her professional duties within accepted educational standards.
- 2.5 On rotations in which Resident is on-call, the frequency of the on-call shall not be more than allowed by the ACGME requirements.
- 2.6 Resident shall maintain the appropriate and required licensure to practice medicine as required by the state of California, a D.E.A. number with prescription rights, and any other license required by law including the Postgraduate Training License (PTL), or other certification required to participate in their designated residency program. Resident shall maintain the required licensure for the duration of the educational program covered hereunder. Failure to obtain and maintain such licensure is grounds for immediate termination of this Contract by ARMC Chief Executive Officer (CEO), and not subject to the due process and other provisions set forth in Attachment I, attached hereto and incorporated herein by this reference.
- 2.7 Unless specifically excused by the Program Director and approved by the Designated Institutional Official (DIO) in writing, all first-year residents will be required to attend an orientation program prior to the beginning of the contractual period. Residents new to ARMC are required to attend Graduate Medical Education (GME) orientation prior to the beginning of the contractual period. Residents continuing in an ARMC residency program are required to attend an annual update with the GME office and DIO.
- 2.8 Information regarding clinical and educational work hours, including moonlighting, is provided in the Graduate Medical Education Committee policies.
- 2.9 Confidential counseling, medical and psychological support service are provided through Resident's health benefits.
- 2.10 Professional liability will include residents under the San Bernardino County self-insurance program for the liability of Resident while acting in the performance of his or her duties or in course and scope of his or her assignment. Claims made after termination of training will be covered if based on acts or omissions of Resident within the course and scope of his or her assignments during training. Liability coverage will be provided for Resident on rotations outside ARMC provided such rotation or activity and location has been approved by Resident's Program Director and has all required contractual agreements including Program Letter of Agreement (PLA). ARMC professional liability does not cover private professional activity outside the educational program. Additional information regarding professional liability insurance is outlined in the Graduate Medical Education Committee policies.

- 2.11 Resident agrees to keep confidential all patient data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other materials produced, created by, or provided for ARMC. In addition, upon termination of this Contract, Resident agrees to return all confidential materials to the Program Director or his/her designee.

3. CONDITIONS OF APPOINTMENT AND REAPPOINTMENT

- 3.1 Resident's appointment is contingent upon successful completion of a Background Check and Medical Examination. Failure to successfully complete either the Background Check or Medical Examination may result in termination from program entrance. This provision is satisfied if Resident is a current contract resident with ARMC who previously met the requirements of this provision.
 - 3.1.1. Background Check: Resident shall be fingerprinted through Live Scan for submittal to the Department of Justice (DOJ) and to the Federal Bureau of Investigation (FBI) pursuant to County and ARMC policies. Resident shall also complete the necessary Disclosure and Authorization forms for submittal to ARMC's investigative consumer reporting agency for the purpose of obtaining a consumer credit report and/or a consumer report and/or an investigative consumer report. The Background Check report will be reviewed and evaluated to determine clearance for Resident to work at ARMC.
 - 3.1.2. Medical Examination: Resident will submit to and must successfully complete a Medical Examination through the County's Center for Employee Health and Wellness. The Medical Examination report will be reviewed and evaluated to determine clearance for Resident to work at ARMC.
- 3.2 Resident shall submit evidence of eligibility to work in the United States and verification of identity prior to the effective date of this Contract.
- 3.3 Resident shall make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Resident to make such arrangements will result in the County paying Resident via pay card.
- 3.4 If the services to be performed under this Contract require Resident to drive a vehicle, Resident shall possess and maintain a valid California driver's license at all times during the performance of this Contract.

Resident agrees to allow the County to obtain a Department of Motor Vehicles report of Resident's driving record.

Before a Resident can use a private vehicle to perform the duties required by this Contract, Resident shall maintain vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

Failure to comply with the requirements of this Section shall be deemed cause for termination of this Contract, pursuant to Section 5.4.

- 3.5 All patient medical records shall be completed by the last day of the contractual agreement between Resident and County; otherwise, Resident will not receive his or her Certificate of Training, until such records are completed.
- 3.6 Resident and County agree that the recitals of this Contract are incorporated into the body of the agreement by reference.

4. **CONDITIONS FOR PROMOTION**

Promotion to a subsequent Program Year level in the GME program, if any, is accomplished by affirmative recommendation from the specific Residency Program Director. In instances where a resident's agreement will not be renewed, or when a resident will not be promoted to the next level of training, or when resident will be suspended or dismissed, the provisions on Attachment I, Resident Due Process, will be followed.

5. **DURATION OF APPOINTMENT**

5.1 This Contract shall be effective on Resident's assigned start date which is _____ and shall continue in effect until Resident has satisfactorily completed the requirements of the PGY or FEL level identified in Section 6.1 of this Agreement, unless sooner terminated in accordance with this Contract. In no event shall this Contract remain in effect beyond June 30, 2028. In addition, Residents on-call on the last contracted day are to remain in service through the following morning, until released from duty by the Program Director. The County and the Resident may agree to extend the term of this Contract by written amendment entered into between the parties pursuant to Section 5.8.

5.2 The duration of this appointment is not guaranteed to be a fixed period of time and may be shortened or extended as determined by the Program Director in accordance with program requirements and applicable standards of the ACGME. Circumstances that may result in modification of the training period include, but are not limited to: (a) appointment on a date other than the customary academic year start date; (b) approved leaves of absence, including but not limited to medical, family, or parental leave; and (c) the Resident's progress in achieving required clinical competencies, milestones, and other program requirements. Where training is interrupted or extended, the Resident's expected completion date shall be adjusted as necessary to ensure eligibility for program completion and board certification.

5.3 Reappointment to subsequent training periods and promotion to the next PGY or FEL level are not guaranteed and are contingent upon the Resident's satisfactory performance, compliance with institutional and program policies, and successful achievement of required competencies.

5.4 The County may terminate this Contract or take other appropriate disciplinary action, pursuant to this Contract, Graduate Medical Education Committee policies, relevant Residency Training Manual and Attachment I, Resident Due Process.

5.5 In the event a Resident's appointment is terminated for any reason prior to the expiration of this Agreement, the Resident's compensation and benefits shall cease effective as of the date of termination, except as otherwise required by applicable law. To the extent compensation or benefits are provided on an annualized stipend basis, such compensation and benefits shall be prorated based on the Resident's actual period of active service during the applicable appointment term. See Section 6.2 for proration of the annual stipend.

5.6 Determinations regarding credit for time spent in training prior to termination, including whether such time satisfies, in whole or in part, the requirements of the ACGME or applicable specialty board, shall be made by the Program Director in accordance with ACGME standards and board requirements. Nothing in this provision guarantees that partial training completed prior to termination will be credited toward program completion or board eligibility.

5.7 Details of conditions for reappointment are outlined in Graduate Medical Education Committee policies and the relevant Residency Training Manual.

5.8 This Contract may only be amended by written agreement signed by the parties hereto.

6. RESIDENT ANNUAL STIPEND

- 6.1 For the performance of _____ [specify PGY or FEL and level number] level services in the _____ Program as set forth in this Agreement, Resident shall receive an annual stipend of _____ (as provided in Attachment II, attached hereto and incorporated herein by this reference) which will be paid bi-weekly to Resident. Resident meets the salary and duty requirements for an exemption from overtime compensation according to the Fair Labor Standards Act (FLSA). Resident is not eligible to receive overtime compensation under the FLSA or this Agreement.
- 6.2 The annual stipend identified in Section 6.1 is based on a 12-month program period. The annual stipend provided in this Contract shall be prorated for any partial period of appointment, including, but not limited to, off-cycle start or end dates, unpaid leave, or periods of extended training. Proration shall be calculated on a daily rate. For compensation, it is determined by dividing the applicable annual stipend by the number of days in the applicable Program Year. An additional prorated annual stipend for up through the term of the contract will be paid to Resident if it takes the Resident more than 12 months to complete the Program.

7. RESIDENT LEAVES

- 7.1 **Personal Leave.** Effective the first pay period of the Program Year, Resident shall be provided with one hundred and sixty (160) hours of paid personal leave time. Personal leave may be used for such reasons as, but not limited to, vacation, sick, education, family, parental, bereavement, and emergency, pursuant to the relevant Residency Training Manual and the Graduate Medical Education Committee Policy, Vacation and Leaves of Absence. Personal leave used for vacation and education shall be approved and scheduled by the Program Director or designee and is not subject to change without prior approval. Any unused personal leave accrual balances in effect at the end of the academic year shall be forfeited.

For paid personal leave time, it is based on a 12-month program period and proration will be determined by dividing the applicable number of leave hours by the number of days in the applicable Program Year. Additional prorated personal leave time for up through the term of the contract will be paid to Resident if it takes the Resident more than 12 months to complete the Program.

- 7.2 **Medical, Dental, Parental, or Caregiver Leave.** Resident shall be provided with six (6) weeks of approved medical, dental, parental, or caregiver leave(s) of absence for qualifying reasons that is consistent with applicable laws once during the entirety of residency/fellowship program and at any time during the residency/fellowship program at one hundred percent of their salary without exhausting other allowed time away from training. Residents who miss three or more days of work are evaluated by the Program Director to determine if the absence meets the requirements described above. The leave is pursuant to the relevant Residency Training Manual and the Graduate Medical Education Committee Policy, Vacation and Leaves of Absence and the ACGME Institutional Requirements.
- 7.3 **Examination Leave.** Residents in the PGY-1 year at ARMC are allowed two (2) days off (with pay) to take United States Medical Licensing Examination (USMLE) Step 3/ Comprehensive Osteopathic Medical Licensing Examination (COMLEX) Level 3 for the first time. If it is necessary to re-take USMLE Step 3/COMLEX Level 3, paid time off must be used.
- 7.4 **Jury Duty.** Residents are eligible to receive Jury Duty Leave in the same manner and amount as regular County employees.

7.5 **Legally Required Benefits.** Residents shall receive all benefits as required by law (e.g., FMLA, Military Leave, Time off for Voting and Medicare). Where the County provides a greater benefit than is required by law, Resident shall receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

7.6 Any combination of Leave time may affect the ability of Resident to satisfy requirements to complete the program. Further, this additional leave may affect Resident's eligibility for specialty medical board certification. Information related to eligibility for specialty board exams may be found in the relevant residency program manual and the relevant American Board of Medical Specialties and/or American Osteopathic Association's Department of Certifying Board Services policies.

7.7 **Administrative Investigation Leave (Employee Relations Leave).**

County may place a Resident on paid administrative leave ("Employee Relations Leave") when, in its sole discretion, it determines that such leave is appropriate in connection with an administrative review or investigation in accordance with County Policy No. 07-15 and County Standard Practice No. 07-15SP. Employee Relations Leave is a non-disciplinary action and does not constitute a finding of wrongdoing.

While on Employee Relations Leave, the Resident shall remain an employee of the County and shall continue to receive the stipends and benefits as provided in this Agreement, except that Resident shall not receive the stipends under Sections 13 and 14. The payment of the annual stipend during Employee Relations Leave shall not count against the total annual stipend amount.

Time spent on Employee Relations Leave shall not automatically count toward fulfillment of required training time or competency-based requirements under ACGME standards or applicable specialty board requirements. The Program Director shall determine, consistent with ACGME requirements, whether such time may be credited.

The County reserves the right to impose reasonable conditions during Employee Relations Leave, including requirements relating to availability, cooperation with the investigation, and restrictions on access to County facilities, systems, patients, or personnel.

Placement on Employee Relations Leave, the duration of such leave, and the Resident's return to active training status shall be determined by the County in consultation with the Program Director, consistent with applicable policies and accreditation requirements.

8. DEFERRED COMPENSATION

Resident shall participate in County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Resident shall contribute 7.5% of Resident's biweekly gross earnings, automatically deducted from Resident's earnings. Maximum total contributions shall be 7.5% of Resident's maximum covered wages. Resident shall enroll in the plan on forms approved by the County's Human Resources Department. Resident shall be eligible to participate in the County's 457(b) Salary Savings Plan as per the Plan document, except that Resident shall not receive County match contribution to the Plan.

9. MEDICAL, DENTAL & VISION BENEFITS

9.1 Resident must enroll in a medical and dental plan offered by the County, unless enrolled in a comparable group health plan. If eligible, Resident shall receive the Medical Premium Subsidy (MPS) to offset some of the cost of medical plan premiums charged to Resident. The MPS shall not be considered compensation earnable for purposes of calculating benefits. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the eligible employee has enrolled. In no case shall the MPS exceed the total cost

of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost).

- 9.2 The MPS amounts are as follows: \$131.69 per pay period for “employee only” coverage, \$255.00 per pay period for “employee + 1,” coverage, and \$360.29 per pay period for “employee + 2 coverage.
- 9.3 If eligible, Resident shall receive a Dental Premium Subsidy (DPS) in an amount \$9.46 per pay period. The applicable DPS amount shall be paid directly to the provider of the County sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).
- 9.4 To receive the MPS and DPS, Resident must be scheduled for a minimum of forty (40) hours per pay period and be in paid status in order to actually receive the benefit of this section.
- 9.5 If Resident elects to enroll in Health and Dental Plan coverage, Resident will be eligible to use the plan(s) after completion of one (1) pay period of work and eligibility requirements have been met.
- 9.6 If Resident uses full allocation of paid leave hours in a given academic year and has further time off, Resident will be required to pay for benefits out of pocket and be ineligible to receive MPS and DPS during the time off period, provided that time off period does not meet or exceed the requirements of reaching paid status in a pay period.
- 9.7 Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Resident (employee-only coverage) if Resident is scheduled for a minimum of forty (40) hours per pay period and in paid status.
- 9.8 Resident shall be eligible to participate in the County’s Dependent Care Assistance Plan (DCAP) and Flexible Spending Account (FSA) per the Plan documents. Resident shall not receive any County contributions to the DCAP or FSA.
- 9.9 Should Resident elect to opt-out or waive County sponsored health plan coverage, Resident shall not be eligible to receive any opt-out or waive compensation.

10. LIFE INSURANCE/DISABILITY INSURANCE/WORKERS’ COMPENSATION

- 10.1 The County shall pay premiums for a \$35,000 term life insurance policy for Resident only. County paid life insurance will become effective and continue for each pay period in which Resident is in paid status. For pay periods in which Resident does not meet the paid hour requirement, Resident shall have the option of continuing life insurance coverage at Resident’s expense.
- 10.2 Resident shall be eligible to purchase, through payroll deductions, Voluntary Supplemental Term Life Insurance and Accidental Death and Dismemberment Insurance coverage.
- 10.3 Resident shall be eligible to receive Short-Term Disability insurance benefits in the same manner as represented County employees.
- 10.4 Resident shall be covered by the County’s Workers’ Compensation insurance coverage while acting in the performance of his or her duties or in the course and scope of his or her assignment.

11. OTHER STIPENDS

- 11.1 **Educational/Licensing Stipend.** Resident will receive \$50.00 per pay period for educational and licensing expenses. This includes educational software, conferences, seminars, other fees associated with licensing, electronic equipment or materials used for patient care, including a cell phone, other educational materials, and other educational expenses.
- 11.2 **Vehicle Allowance.** Residents that are required to operate a private vehicle to fulfill the post-graduate medical training provided under this Contract shall receive a vehicle allowance in an amount of \$28.66 per pay period with no mileage reimbursement. This allowance shall be considered complete reimbursement for the acquisition, insurance, maintenance, repair, upkeep, fuel, and all other costs for the required vehicle.
- 11.3 **Extracurricular Activities.** Resident shall be compensated at the rate of \$75.00 per hour

for services provided while representing ARMC at Health Promotional Events at ARMC. Prior approval must be obtained from the Program Director or designee.

- 11.4 **Meal Stipend.** Resident will receive \$100 per pay period as a meal stipend. This benefit is non-transferable, non-cumulative, and may not be cashed out.
- 11.5 **Housing Stipend.** Resident will receive \$101.92 per pay period as a housing stipend. This stipend shall be provided for the housing needs of Resident throughout the Program Year. The need for additional housing and the payment of additional housing costs is determined by County on an as-needed basis to ensure that the resident obtains educational rotations necessary to meet ACGME program requirements and must be approved in advance by the Program Director. These educational rotations are necessary and therefore serve a County purpose but are not available at ARMC and are not in the accessible region (as determined by the respective residency program). Additional housing costs may be covered by the County and will be arranged by and will be paid for directly by County to the housing entity consistent with County approved payment processes. Resident agrees that the provision of additional housing by County is at the sole discretion of County, through the Program Director, in coordination with ARMC Administration and is subject to any dollar limits and/or additional requirements established by the County's Board of Supervisors.

12. GENERAL PROVISIONS RELATING TO RESIDENT

- 12.1 All payments to Resident under the terms of this Contract shall be made in accordance with procedures established by County's Auditor/Controller/Treasurer-Tax Collector.
- 12.2 Resident shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Resident for the services required as provided herein.
- 12.3 Resident shall be responsible for complying with any and all applicable state and federal income tax laws and regulations as they relate to the consideration provided for in this Agreement, including, but not limited to, the employer provided annual stipend, the meal allowance, and the employer-provided housing. County shall comply with any and all applicable state and federal income tax laws and regulations, including employer reporting requirements.
- 12.4 Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Resident may receive from the County shall be fully reimbursed to the County if Resident is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

13. HOUSE STAFF PRESIDENT AND OFFICERS STIPENDS

- 13.1 Each academic year one resident will be elected by the current house staff through an electronic vote and designated as House Staff President. This House Staff President will be assigned additional duties, which are listed in Attachment III of this Contract, attached hereto and incorporated herein by this reference. For the performance of these additional duties and responsibilities as set forth in this Agreement and if appointed, the House Staff President shall receive a bi-weekly stipend of \$220, not to exceed an annual stipend of \$5,720.
- 13.2 Each academic year up to three residents will be designated by the DIO as House Staff Officers. The House Staff Officers will chair the following committees: Patient Safety, Quality Management and Engagement. Additional duties are listed in Attachment III of this Contract. For the performance of these additional duties and responsibilities as set forth in this Agreement and if appointed, the Resident shall receive a bi-weekly stipend of \$57.50, not to exceed an annual stipend of \$1,495.

- 13.3 Each academic year up to six residents will be appointed by the DIO to each of the following committees: Patient Safety, Quality Management and Engagement. Additional duties are listed in Attachment III of this Contract. For the performance of these additional duties and responsibilities as set forth in the agreement and if appointed, the Resident shall receive a bi-weekly stipend of \$40, not to exceed an annual stipend of \$1,040.
- 13.4 If designated, the stipends will be included in the Resident bi-weekly salary to be paid over the academic year in equal installments. The DIO or designee will notify Human Resources as appropriate to ensure stipends are included in Resident salaries. The Resident must show consistent compliance, engagement, and productivity. If work standards are not met, the Resident may be removed from the position.

14. CHIEF EXECUTIVE RESIDENT

- 14.1 The Chief Executive Resident (CER) is a senior resident or a fellow enrolled in an ARMC ACGME accredited program and is selected by the Program Director with DIO. The CER is under the supervision and at the direction of the Program Director of the specific program and the DIO.
- 14.2 If selected, additional duties to be performed by Resident are listed in Attachment III of this Contract.
- 14.3 If selected, the Chief Executive Resident shall receive a bi-weekly stipend of \$200, not to exceed an annual stipend of \$5,200 will be included in the Resident bi-weekly salary to be paid over the academic year in equal installments. The DIO or designee will notify Human Resources as appropriate to ensure stipend is included in resident salary. The Resident must show consistent compliance, engagement, and productivity. If work standards are not met, the resident may be removed from the position.

15. POLICY COMPLIANCE

15.1 San Bernardino County Non-Discrimination Policy

It is the Policy of the Board of Supervisors that San Bernardino County shall not discriminate against or tolerate the harassment of employees or applicants for employment on the basis of actual or perceived age, ancestry, color, race, sex, gender, gender identity, gender expression, religion, national origin, marital/registered domestic partner status, physical or mental disability, medical condition, genetic information, sexual orientation, military and veteran status, or any other basis protected by applicable federal, state, or law or ordinance or regulation. All County employees or applicants for employment are to be treated with respect and dignity. In addition, the County shall not discriminate on the basis of disability in admission or access to, or in operations of, its programs, services, or activities. It is the responsibility of all County employees to adhere to and implement this Policy. The County has zero tolerance for any conduct that violates this Policy. Conduct need not arise to the level of a violation of the law in order to violate this Policy. Instead, failure to follow the Policy provides grounds for disciplinary action up to and including termination of employment or vendor contracts.

15.2 San Bernardino County Sexual Harassment Policy

It is the policy of San Bernardino County to provide a work environment free from unwelcome sexual overtures, advances, or coercion. Employees are expected to adhere to a standard of conduct that is respectful to all persons within the workplace. The County will not tolerate any form of sexual harassment, nor will it tolerate any act of retaliation against any person filing a complaint of sexual harassment. In addition, favoritism that arises from consensual romantic or sexual relationships between employees may be construed as harassment. This Policy applies to regular status, extra help, recurrent, probationary or contract employees; volunteers; applicants for County employment; elected officials, department heads, and any person providing services to the County pursuant to a contract.

15.3 San Bernardino County Reasonable Accommodation Policy

San Bernardino County does not discriminate against qualified individuals with disabilities as defined in the Americans with Disabilities Act (ADA) of 1990 and the California Fair Employment and Housing Act (FEHA) in job application, procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions and privileges of employment. In accordance with Title I of the ADA and FEHA, San Bernardino County will consider the issue of reasonable accommodation in the workplace in a fair and equitable manner for each qualified individual as required by law.

Government Code section 12940(n) of FEHA mandates that employers use the “Interactive Process” in determining effective reasonable accommodation. This Interactive Process is required any time an employee with a known disability or medical condition requires reasonable accommodation to perform the essential job functions of his/her position. This process requires a meeting with the employee and supervisor or manager to discuss possible reasonable accommodations, during which both parties have an opportunity to exchange information and is documented.

15.4 Conflict of Interest

As a condition of employment, Resident does hereby agree to follow and uphold the Conflict-of- Interest policy of the County’s Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to applicable provisions of the California Government Code, including but not limited to Sections 1090, 1126, 87100, and/or any other conflict of interest Code, policy or rule applicable to County employment.

15.5 The policy for grievances is outlined in the Graduate Medical Education Committee Policy. This policy provides information for Resident to resolve concerns, complaints, and grievances of an academic nature.

16. CONCLUSION

This Contract, consisting of thirteen (13) pages and Attachments I, II, and III is the full and complete document describing services regarding the rights and obligations of the parties, including all covenants, conditions, and benefits. This Contract supersedes all agreements that may exist between Resident and the County.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

►

Designated Institutional Official
Arrowhead Regional Medical Center

Dated: _____

SAN BERNARDINO COUNTY

►

Andrew Goldfrach, ARMC Chief Executive Officer

Dated: _____

By ► _____
(Authorized Resident signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Scott Runyan, Principal Assistant County Counsel Date _____	► _____ Date _____	► Andrew Goldfrach, ARMC Chief Executive Officer Date _____

ARROWHEAD REGIONAL MEDICAL CENTER RESIDENT DUE PROCESS

I. Purpose

It is the desire of the Arrowhead Regional Medical Center (ARMC) that each resident successfully complete each year of residency and become eligible to take the respective Board examination, if applicable.

The policy and process described below establishes performance management, informal and formal disciplinary procedures for all ACGME-accredited graduate medical education training programs, and which would be applicable if a Resident's performance in such a program fails to meet academic expectations and/or the Resident engages in misconduct.

Residents will be afforded the procedural rights described herein. Residents are not entitled to other procedural rights afforded regular or permanent employees under San Bernardino County (County) Personnel Rules or ARMC policies. To the extent a provision of this Contract or Attachment conflicts with the Residency Training Manual, the Contract or Attachment provision prevails and controls.

II. Scope

The provisions of this Attachment apply to accredited medical residency program residents employed by ARMC.

III. Definitions

Resident: Any physician in an ACGME-accredited graduate medical education program, including interns, residents, fellows, and visiting residents.

Fellow: Any physician enrolled in an ACGME-accredited fellowship program, which is a subspecialty training program completed after a residency program, aiming to develop expertise in a specific subspecialty area in the primary specialty.

Designated Institutional Official (DIO): The individual in a sponsoring institution who has the authority and responsibility for all the programs accredited by the Accreditation Council for Graduate Medical Education (ACGME).

Academic Deficiency: The Resident is not meeting one or more of the ACGME Core Competencies, as revised from time to time, which may include but is not limited to: patient care and procedural skills, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and system-based practice. In

certain instances, behavior may be characterized as both misconduct and academically deficient.

Examples of academic deficiencies include, but are not limited to:

- a. Issues involving knowledge, skills, job performance or scholarship.
- b. Failure to achieve acceptable exam scores within the time limits identified by the training program.
- c. Unprofessional conduct.
- d. Professional incompetence, including conduct that could prove detrimental to ARMC's patients, employees, staff, volunteers, visitors, or operations.
- e. Failure to obtain and maintain in good standing all required licenses and certifications.

Misconduct: Conduct by a Resident that violates workplace rules or policies, applicable law, or widely accepted societal norms. Examples of misconduct include, but are not limited to:

- Unethical conduct, such as falsification of records.
- Illegal conduct (regardless of filing of criminal charges or criminal conviction).
- Sexual misconduct or sexual discrimination or harassment.
- Discrimination or harassment based on some other protected classification.
- Workplace violence.
- Unauthorized use or disclosure of patient information; and
- Violation of ARMC, County or other applicable policies or procedures, including without limitation the Standards for Employee Conduct.

Disciplinary Action: Any of the following actions taken in response to a Resident's Misconduct or Academic Deficiency: formal probation, suspension from a program; dismissal from a program; non-promotion to the next PGY level; and non-renewal of a Resident's agreement.

IV. Leave Pending Investigation

If the Program Director, the Designated Institutional Official, Human Resources Officer or assigned Hospital Administrator or any of their respective designee(s), determine that immediate action is required prior to completion of a review or investigation of possible Misconduct or Academic Deficiency, in order to protect the health and safety of patients, staff or other persons, or the interests of ARMC, the Resident may be placed on immediate leave. In this event, the ARMC Chief Executive Officer (CEO), Program Director, the Designated Institutional Official, County Counsel, and Human Resources should be alerted. This action is not disciplinary in nature and therefore cannot be appealed pursuant to the Appeal of Disciplinary Action Policy. This type of leave is intended to be a short-term measure to allow for a review of the underlying concern and determination as to whether Disciplinary Action or some other action is warranted.

V. Performance Management

- a.** Performance management is an ongoing process designed to provide residents with constructive feedback, support, and guidance to enhance their clinical competence, professional behavior, and adherence to program expectations in each of the following areas: medical knowledge; patient care; interpersonal and communication skills; professionalism; practice-based learning and improvement; system-based practice; and any other area designated by the program and may also address failures to comply with the requirements of federal, state, or local law or policy, including policies and requirements of the ARMC and the County.
- b.** Authority to Determine: The Program Director or designated faculty mentor shall provide regular evaluations and feedback in accordance with ACGME Institutional Requirements and program requirements.
- c.** Performance management applies when a resident exhibits deficiencies in clinical performance, medical knowledge, professionalism, or adherence to hospital and program policies that require improvement but do not yet warrant formal disciplinary action.
- d.** Whenever the performance or conduct of a Resident suggests the need for intervention or improvement short of disciplinary action, the Program Director, or their designee(s), shall investigate the matter and determine the next steps.

- e. Performance Management may include remediation, written evaluations, oral counseling by attending physicians or other faculty. If concerns arise, a resident may be placed on an Performance Improvement Plan (PIP) with clear, documented goals, timelines, and necessary resources for remediation.
- f. In certain circumstances, residents' training may need to be extended beyond the minimum training length as defined by each Specialty Board due to several reasons:
 - 1. Due to leaves (pregnancy/delivery or other health reasons are the most common), family emergencies, etc. Residents may lose specialty board eligibility and/or lose the ability to keep CA Medical License in good standing unless they meet the minimum training dates/weeks by extending their training length.
 - 2. Other leaves including administrative (including during investigation) may result in extension of training as residents often need to make up the lost training time. Again, in order to meet the Specialty board eligibility/graduation requirement and the Med Board of CA licensing requirement, resident's training may need to be extended beyond the minimum length of training defined by each specialty.
 - 3. Failure to demonstrate "the knowledge, skills, and behaviors necessary to enter unsupervised practice" and or have not yet met all the essential components of clinical competence as defined by ACGME's "Core Competencies".
- g. If sufficient progress is not made after the implementation of various performance management measures, the process may escalate to informal or formal discipline.
- h. Performance Management is not considered as a disciplinary action. The Resident has no right of appeal for Performance Management actions.
- i. However, if the Resident believes the performance management action is not warranted, they may submit documentation of such belief to the DIO, as appropriate. The DIO, as appropriate, will review the matter.

VI. Informal Discipline

- a. Informal discipline refers to corrective actions taken by program leadership in response to minor or first-time infractions that do not warrant formal disciplinary proceedings but require intervention to ensure compliance with residency program expectations.

b. Authority to Determine: The Program Director or designated faculty mentor shall review the resident's performance and determine whether informal disciplinary action is warranted and work with the following collaborative partners, when applicable:

- Clinical Competency Committee (CCC)
- Designated Institutional Official (DIO) (notified)
- Human Resources Business Partner (to ensure compliance with employment policies)

If there is a disagreement among decision-makers at any level: The ARMC CEO has the final authority to resolve conflicts in disciplinary decisions.

- c.** Informal discipline is initiated for instances of professional misconduct, minor clinical deficiencies, or policy violations that do not pose immediate patient safety concerns or breach ethical standards.
- d.** Residents may receive a written notice of concern detailing the issue and expected corrective action. This written notice will be developed in collaboration with Human Resources.
- e.** A Performance Improvement Plan (PIP) may be implemented with specific objectives and a defined review period.
- f.** The Resident will have an opportunity to discuss the issue with the Program Director and seek clarification or guidance.
- g.** Informal disciplinary actions do not automatically become part of the resident's permanent record unless concerns persist or escalate.

VII. Formal Disciplinary Action

- a.** In circumstances under which performance management and/or informal discipline measures are unsuccessful, or in cases of serious misconduct, formal disciplinary action may be undertaken pursuant to this policy and process. Disciplinary Action is issued to a Resident as the result of Academic Deficiency or Misconduct. A program is not required to issue a Resident any form of non-disciplinary, remedial action as a prerequisite to recommending or taking Disciplinary Action. Serious Academic Deficiencies and/or Misconduct may warrant Disciplinary Action, up to and including dismissal, regardless of whether a Resident ever received or was subject to any prior form of remedial action.
- b. Authority to Determine:** Program Director (PD). Collaborative partners as needed:

- Designated Institutional Official (DIO)
- Clinical Competency Committee (CCC) and its members (evaluates performance)
- Human Resources Business Partner (to ensure compliance with employment policies)

c. Formal discipline may be initiated when:

1. A resident fails to meet the expectations of an established PIP.
2. There is a significant breach of professionalism, ethical conduct, or program/hospital policy.
3. There is a patient safety concern or gross clinical incompetence.
4. There is evidence of recurrent unprofessional behavior or failure to comply with informal disciplinary measures.

d. Types of Formal Disciplinary Actions

1. Formal Probation: A Resident may be placed on a formal probation with specific terms, including performance benchmarks and monitoring procedures. Disclosure in letters of recommendation, various boards as legally required, and in final verification of training.
2. Dismissal: If warranted, the program may dismiss the resident.
3. Non-Promotion to the Next PGY Level: A lack of promotion of the Resident to the next level of training unless or until Resident's performance improves to the required level.
4. Non-Renewal: Non-renewal of a Resident Agreement for the next academic year.
5. Suspension: A period of time in which the Resident is not allowed to take part in all or some of the activities of the program. Time spent on suspension may not be counted towards the completion of program requirements. During the suspension the Resident will be placed on administrative leave with, or without, or with pro-rated pay, as appropriate depending on the circumstances.

e. Formal Discipline Process:

1. Written Notice: The Resident will receive formal, written notice outlining the allegations, supporting documentation, and potential disciplinary actions.

- i. Level of disciplinary measure will be determined by the Program Director.
- ii. The Notice must include:
 - A recommendation of the specific Disciplinary Action to be taken.
 - A description of the Academic Deficiency and/or incident or incidents of Misconduct that are the basis for the Disciplinary Action.
 - The specific remedial action or improvement that is required, unless the Corrective Action is dismissal or non-renewal.
 - A defined period of time with a start and end date for improvement (if applicable and determined to be appropriate given the circumstances); and
 - Notice of the right to appeal.
 - The Notice of Recommended Disciplinary Action shall be signed by the Program Director. Copies will be provided to Human Resources Business Partner, DIO, or respective designee, and delivered by the Program Director or the Program Director's designee to the Resident in person, if possible. The Resident should be requested to sign the Notice to acknowledge receipt.
 - Opportunity for Appeal: The Resident has the right to request an appeal, according to the hospital's due process policies, prior to any final decision affecting their program standing.
 - A copy of the signed Notice of Recommended Disciplinary Action must be placed in the Resident's file and forwarded to the GME Office and Human Resources.

These provisions ensure fairness and due process while maintaining compliance with ACGME standards.

f. Pending Final Decision

1. The Program Director, in consultation with the Designated Institutional Official, Human Resource Business Partner, may remove the Resident from participation in the program pending expiration of the time frame to request appeal and final resolution of the appeal. In making a determination as to whether to remove the Resident from the program pending final resolution, the organization should take into account whether

the Resident's continued participation could endanger the health or well-being of patients, staff, or others. The organization should also consider the nature of the underlying concern giving rise to the Disciplinary Action (i.e., an allegation of serious misconduct tends to weigh in favor of removal from participation pending resolution). The Resident shall continue to be paid until there is a final decision on the Disciplinary Action and the appeal (if invoked by the Resident) is final.

2. Resident may appeal a Disciplinary Action. No report of Disciplinary Action to any outside entity, including but not limited to any certifying body, professional association, or other training program, may be made until the appeal process has concluded or any appeal rights have expired (unless any such disclosure is authorized in writing by the Resident or disclosed pursuant to compulsory legal process, in which case County Counsel should be consulted prior to such disclosure). The foregoing shall not prevent the Program or GME Office from notifying necessary persons or entities that the Resident is on leave for purposes of ensuring appropriate patient coverage.

g. Finalization of Formal Disciplinary Action

The recommended Disciplinary Action will become final at such time as: the time frame for requesting an appeal expires and the Resident has not submitted a request for an appeal; the Resident withdraws an appeal; or the appeal process concludes, and the recommended Disciplinary Action is upheld.

h. Reporting Requirements to Outside Entities

1. Certain disciplinary actions may be reportable to external regulatory bodies, licensing boards, or accreditation organizations in accordance with applicable laws and institutional policies. This may include, but is not limited to:
 - State Medical Boards – Probation, suspension, or dismissal that raises concerns about competency or professional conduct may be reported to the appropriate state medical board.
 - Specialty Specific Medical boards-any interruption in training or any other aspects that may affect board eligibility status
 - National Practitioner Data Bank (NPDB) – Under federal law (42 U.S.C. § 11133), certain adverse actions, including suspensions longer than thirty (30) days or dismissals due to misconduct, may be reportable to the NPDB.

- Accreditation Council for Graduate Medical Education (ACGME) – Significant disciplinary actions may be included in institutional reporting to the ACGME.
- Hospital/Health System Credentials Committees – Disciplinary actions affecting resident privileges may be disclosed to credentialing bodies within affiliated institutions.
- Future Employers or Training Programs – Residents may be required to disclose disciplinary history on applications for medical licensure, credentialing, or future training opportunities.

Reference:

- 42 U.S.C. § 11133 (National Practitioner Data Bank reporting requirements)
- State Medical Licensing Board Regulations (varies by state)
- ACGME Institutional Requirements IV.D.3

i. Right to Appeal

The Resident has the right to appeal Notice of Recommended Disciplinary action. Such appeal must be in writing and contain a written statement setting forth in detail the reasons for the appeal. The Resident must submit the appeal within ten (10) calendar days of receipt of the Notice of Recommended Disciplinary Action to the Program Director and the DIO. Failure to submit a timely appeal shall constitute a waiver of the Resident's right to appeal, and the recommended disciplinary action shall become final on a date determined by the Program Director, and no further appeal will be available to the Resident.

j. Appeal Process

Once the Program Director and the DIO receives a timely submitted appeal request, the following process will be followed:

1. First-Level Appeal is to the Hearing Committee consisting of three members: The Chief Medical Officer (CMO) or their delegate, the Medical Staff President or their delegate, the Designated Institutional Official (DIO) or their delegate. No individual who was materially involved in any of the facts underlying the notice of proposed action may serve on the Hearing Committee. CMO will serve as the Chairperson of the Hearing Committee, who shall set the date, time, mode (virtual or in person), and place of hearing, if to be held in person. The Chairperson shall notify the Resident and all parties concerned thereof in writing of these details. The hearing will be scheduled within fifteen (15) calendar days of receipt of the request for a hearing, or as soon as practical.

2. Conduct of the hearing
 - a. The hearing will be closed. Resident has the right to be represented at the appeal hearing, at his or her own expense. Both the Program Director and the Resident will have the opportunity to present their case directly to the Committee members. The Hearing Committee may ask questions to both parties. Witnesses may be called by all parties concerned. Any party may ask questions of witnesses relevant to the issues under consideration. The Hearing Committee may request the appearance of witnesses.
 - b. The purpose of the hearing is for the Hearing Committee to determine whether the action proposed was done so in bad faith, arbitrarily, or capriciously.
 - c. Initially, the Program Director will submit the recommended disciplinary action, with all evidentiary attachments, to the Hearing Committee for its review. Such evidentiary attachments must be available to the Resident. The Hearing Committee may ask the Program Director questions about the basis for the recommended disciplinary action.
 - d. The Resident shall be given the opportunity to challenge the basis of the proposed action and to demonstrate that the action proposed was done so in bad faith, arbitrarily, or capriciously.
 - e. The hearing is not restricted by rules of evidence applicable to evidentiary court hearings. The Program Director need not substantiate charges. Evidence in the form of evaluations and other documents is admissible evidence and may alone support the charges. All evidence upon which the Hearing Committee's decision is based must be presented at the appeal hearing.
 - f. The hearing may be continued or recessed only upon the majority vote of the Hearing Committee.
3. Recommended Decision of the Hearing Committee

The Hearing Committee shall render a proposed decision within fifteen (15) calendar days of the conclusion of the hearing. The proposed decision shall be submitted to the ARMC CEO. The proposed decision shall be provided to the Resident and the Program Director. The Resident and the Program Director have the right to submit a written response to the proposed decision to the ARMC CEO.
4. Final Written Decision Issued by the ARMC CEO
 - a. If the Resident or the Program Director disagrees with the Hearing Committee's proposed written decision, the Resident or the Program

Director may submit a written response to the proposed written decision to the ARMC CEO within ten (10) calendar days of receipt of the Hearing Committee's proposed written decision.

- b. The ARMC CEO shall review the record of the appeal, including the documentation considered by the Hearing Committee and any timely written statements submitted by the Resident and the Program Director.
- c. The ARMC CEO shall issue a final written decision within twenty (20) calendar days of receipt of the proposed written decision.
- d. The decision of the ARMC CEO shall be final and binding. No further internal administrative appeal shall be available.
- e. The Designated Institutional Official (DIO) or Graduate Medical Education (GME) Office shall coordinate issuance of the ARMC CEO's final written decision and transmit it to the Resident and the Program Director.

Annual Stipend

Level	Description	Annual Stipend
PGY I	Program Year One	\$76,235.83
PGY II	Program Year Two	\$80,055.32
PGY III	Program Year Three	\$83,659.20
PGY IV	Program Year Four	\$87,858.44
PGY V	Program Year Five	\$92,835.39
FEL 1	Fellow Year One	\$98,764.03
FEL 2	Fellow Year Two	\$103,217.60
FEL 3	Fellow Year Three	\$110,040.72

Additional Duties

DUTIES AND RESPONSIBILITIES OF HOUSE STAFF PRESIDENT

1. One resident physician shall be elected by the House Staff to serve as House Staff President through an election process coordinated by the Graduate Medical Education (GME) Office.
2. Serves as the institutional-level representative of all residents and fellows within the Sponsoring Institution and supports institutional oversight of graduate medical education in alignment with ACGME Institutional Requirements.
3. Serves as a voting member of the Graduate Medical Education Committee (GMEC).
4. Serves as the official House Staff representative to the Medical Executive Committee (MEC) of Arrowhead Regional Medical Center (ARMC).
5. Represents House Staff perspectives in institutional committees, hospital-wide initiatives, and system-level decision-making processes.
6. Serves as the primary liaison between House Staff and the Designated Institutional Official (DIO).
7. Facilitates bidirectional communication between residents/fellows and institutional leadership regarding policies, accreditation matters, operational changes, and hospital initiatives.
8. Plans and facilitate House Staff meetings and Resident Forums and provide updates to House Staff regarding institutional priorities and GMEC actions.
9. Provides leadership oversight to House Staff subcommittees (Patient Safety, Quality Management, and Engagement) and ensures alignment with institutional priorities and GME objectives.
10. Coordinates and promotes resident participation in patient safety and quality improvement initiatives in collaboration with hospital leadership.
11. Meets at least quarterly with the DIO and Chief Executive Residents (CERs) to discuss GME and institutional matters.
12. Attends Chief Resident meetings, CEO meetings, and Nurse/Physician Collaborative meetings, or designates a representative if unable to attend.
13. Is expected to attend (or send a designee to) at least seventy-five percent (75%) of required meetings.
14. This institutional leadership role requires an estimated commitment of approximately fifteen (15) hours per month. Time commitment may fluctuate during peak institutional planning periods (e.g., accreditation preparation, major policy implementation, or strategic initiatives).
15. Submits a quarterly timesheet to the GME Office documenting the hours devoted to fulfilling the duties and responsibilities of the House Staff President. Timesheet shall be reviewed by the DIO to ensure accountability and institutional oversight.

16. Performs other duties as assigned by the DIO consistent with institutional governance responsibilities.

DUTIES AND RESPONSIBILITIES OF HOUSE STAFF OFFICERS

1. Each House Staff Subcommittee-Patient Safety, Quality Management and Engagement shall have one Chair, and each Chair is a House Staff Officer. Officers shall be appointed by the Designated Institutional Official (DIO) in accordance with the selection criteria outlined below.
2. Serves as Chair of the assigned subcommittee and provides leadership for committee initiatives consistent with institutional and graduate medical education (GME) priorities.
3. Develops annual goals, objectives, and project plans aligned with hospital-wide quality, safety, engagement, and educational initiatives.
4. Facilitates and presides over subcommittee meetings at least four (4) times per academic year.
5. Prepares meeting agendas and minutes and distributes them to the House Staff President, DIO, and GME Institutional Coordinator.
6. Promotes resident participation in patient safety, quality improvement, engagement, and system-based practice initiatives.
7. Coordinates with institutional stakeholders and collaborates with Chief Executive Residents (CERs) to support alignment between program-level and institutional initiatives.
8. Provides regular updates and recommendations to the House Staff President to support reporting to the Graduate Medical Education Committee (GMEC) and institutional leadership.
9. Delivers education, communications, or initiatives to House Staff relevant to the subcommittee's goals and objectives.
10. Attends meetings or educational sessions as directed by the DIO in support of institutional governance priorities.
11. Devotes approximately six (6) to eight (8) hours per month to subcommittee leadership responsibilities. Time commitment may increase during active project implementation or institutional initiatives.
12. Is expected to attend at least seventy-five percent (75%) of required subcommittee and institutional meetings, or designate a representative if unable to attend.
13. Submit quarterly timesheet to GME Office documenting the hours devoted to fulfilling the duties and responsibilities of a House Staff Officer. Timesheets shall be reviewed by the DIO to ensure accountability and institutional oversight.
14. Performs other duties as assigned by the DIO consistent with subcommittee governance responsibilities.

SELECTION CRITERIA FOR HOUSE STAFF OFFICERS

1. Must be in good standing within their residency or fellowship program.
2. Must have successfully completed at least one (1) year of residency training.
3. Must demonstrate leadership skills and a commitment to the focus area of the respective subcommittee.
4. May be self-nominated or nominated by colleagues, faculty, or Program Directors.
5. Additional criteria may be considered at the discretion of the DIO consistent with institutional priorities and governance needs.

DUTIES AND RESPONSIBILITIES OF HOUSE STAFF SUBCOMMITTEE MEMBERS

1. House Staff Subcommittee Members shall be appointed by the Designated Institutional Official (DIO) based on self-nomination or recommendations from program leadership or House Staff.
2. Serves as an active member of the assigned House Staff Subcommittee (Patient Safety, Quality Management, or Engagement).
3. Attends and actively participates in subcommittee meetings relevant to the assigned subcommittee.
4. Supports the development and advancement of annual goals, objectives, and projects aligned with institutional and graduate medical education (GME) priorities.
5. Collaborates with institutional stakeholders, Chief Executive Residents (CERs), and House Staff Officers to ensure subcommittee initiatives align with hospital-wide quality, safety, and engagement efforts.
6. Participates in project planning, implementation, and evaluation activities.
7. Assist in delivering education, communications, or updates to House Staff related to subcommittee initiatives.
8. Attends educational sessions or institutional meetings as directed by the DIO.
9. Is expected to attend at least seventy-five percent (75%) of scheduled subcommittee meetings.
10. Devotes approximately three (3) to five (5) hours per month to subcommittee participation and related activities, which may fluctuate depending on active projects or institutional initiatives.
11. Submits a quarterly timesheet to the GME Office documenting hours dedicated to subcommittee participation and governance-related activities. Timesheets shall be reviewed by the DIO to ensure accountability and institutional oversight.
12. Performs other duties as assigned by the DIO consistent with subcommittee governance responsibilities.

ELIGIBILITY CRITERIA FOR HOUSE STAFF SUBCOMMITTEE MEMBERS

1. Must be in good standing within their residency or fellowship program.
2. Must have successfully completed at least one (1) year of residency training.
3. Must demonstrate interest in or commitment to the focus area of the assigned subcommittee.
4. May be self-nominated or nominated by colleagues, faculty, or Program Directors.
5. Additional criteria may be considered at the discretion of the DIO consistent with institutional priorities and governance needs.

DUTIES AND RESPONSIBILITIES OF CHIEF EXECUTIVE RESIDENT (CER)

1. Residents or fellows will be appointed by the Program Directors (PDs) and the Designated Institutional Official (DIO) to serve as Chief Executive Residents (CERs). Members from the following training programs may be selected:
 - Anesthesiology
 - Cardiovascular Disease
 - Emergency Medicine
 - EMS / Emergency Medicine–Internal Medicine
 - Family Medicine
 - General Surgery / Vascular Surgery / Surgical Critical Care
 - Internal Medicine
 - Neurology
 - Obstetrics & Gynecology / Maternal-Fetal Medicine
 - Psychiatry
 - Pulmonary Disease and Critical Care Medicine
 - Radiology
2. Serves as the program-level resident leader and supports institutional and program oversight of graduate medical education.
3. Represents program-level resident perspectives in institutional committees, hospital-wide initiatives, and system-level decision-making processes.
4. Serves as the primary liaison between the residency and or fellowship program, the Graduate Medical Education (GME) Office, and institutional leadership.
5. Participate in institutional committees, interdisciplinary forums, and hospital-wide initiatives as requested by the PD or Designated Institutional Official (DIO).
6. Attends Chief Resident and Chief Executive Officer (CEO) meetings and Nurse–Physician Collaborative meetings or designates a representative if unable to attend.

7. Meets at least quarterly with the DIO, House Staff President, and other CERs to review GME oversight matters and hospital-wide initiatives.
8. Ensures timely dissemination of institutional policies, operational updates, required trainings, and strategic initiatives to residents within the program.
9. Provides structured feedback to institutional leadership regarding resident concerns, system barriers, and opportunities for improvement.
10. Serves as the Patient Safety Lead for the residency and fellowship programs within the department and collaborates with Program Leadership and hospital Patient Safety Leadership.
11. Promotes and facilitates resident participation in institutional quality improvement, patient safety, and system improvement initiatives.
12. Plans and coordinates resident participation in Resident Forums in collaboration with the House Staff President and GME Office.
13. Devotes approximately twelve (12) hours per month to the duties and responsibilities of a CER. Time commitment may fluctuate during peak institutional planning periods, accreditation activities, or major system initiatives.
14. Is expected to attend (or designate a representative to attend) at least seventy-five percent (75%) of required meetings.
15. Submits a quarterly timesheet to the GME Office documenting hours dedicated to Fulfilling the duties and responsibilities of a CER. Timesheets shall be reviewed by the PD and/or DIO to ensure accountability and institutional oversight.
16. Perform duties as assigned by the PD or DIO consistent with institutional governance responsibilities.
17. These responsibilities are intended to support institutional oversight of graduate medical education and ensure structured resident participation in governance consistent with applicable accreditation standards and institutional policies.