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Contract Number

25-359

SAP Number

### Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	Andrew Goldfrach, ARMC Chief Executive Officer
<b>Telephone Number</b>	(909)580-6150
<b>Contractor</b>	Rebecca Houston, Resident
<b>Contractor Representative</b>	
<b>Telephone Number</b>	
<b>Contract Term</b>	July 1, 2025 – June 30, 2026
<b>Original Contract Amount</b>	
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	\$119,247.42
<b>Cost Center</b>	9182444200
<b>Grant Number (if applicable)</b>	N/A

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County, in carrying out the operation of the Arrowhead Regional Medical Center, operates an American Osteopathic Association (AOA) approved Neurological Surgery residency program; and

**WHEREAS**, the undersigned, hereafter "Resident," has met high standards for acceptance into the Neurological Surgery residency program and possesses the skills necessary for the delivery of patient care services at the Arrowhead Regional Medical Center; and

**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 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.
- 1.2 Resident must 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 must also follow the Code of Conduct and other standards for County employees.
- 1.3 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.
- 1.4 Resident confers with other residents, nursing personnel and other members of the healthcare team regarding the care of patients.
- 1.5 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 seven (7) 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.
- 1.6 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.
- 1.7 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.

- 1.8 Resident may be required to appear in legal proceedings on behalf of San Bernardino 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 should be forwarded to ARMC Risk Management Office immediately.
- 1.9 Resident shall abide by the requirements of the residency training accrediting body, which is the American Osteopathic Association (AOA).

## **2. GENERAL PROVISIONS RELATING TO RESIDENT**

- 2.1 ARMC shall provide an educational program that meets the standards of the AOA Accreditation Standards. A copy of the Basic Documents for Postdoctoral Training is available from the following website <http://www.osteopathic.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 AOA 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 Chairman 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 AOA requirements.
- 2.6 Resident shall maintain the appropriate licensure to practice medicine as required by the state of California, a D.E.A. number with prescription rights, and any other license 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 Director, and not subject to the due process and other provisions set forth in Attachment I.
- 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, are 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 the Arrowhead Regional Medical Center. In addition, upon termination of this contract, Resident agrees to return all confidential materials to the Director or his/her designee.
- 2.12 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.

### **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 of employment pursuant to Section 9.2 of this Contract. Resident agrees to begin employment pending completion of the Background Check and Medical Examination. This provision is satisfied if Resident is a current employee who previously met the requirement 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 within three (3) working days of the effective date of the Resident's start date.

3.3 Resident must 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 must possess and maintain a valid California driver's license at all times during the performance of this Contract. Resident must apply for a California driver's license within 10 days from the effective date 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 9.2.

3.5 All patient medical records shall be completed by the last day of the contractual agreement between Resident and ARMC; otherwise, Resident will not receive his or her Certificate of Training, until such are completed.

#### **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. COMPENSATION OF RESIDENT**

- 5.1 For the performance of PGY VII level services in the AOA Neurological Surgery Residency Program as set forth in agreement, Resident shall receive an annual stipend of \$100,211.26 (as provided in Attachment II). 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.
- 5.2 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. Residents hired after the beginning of the academic year (July 1 – June 30, 2025), shall be credited with personal leave on a prorated monthly basis. 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.
- 5.3. 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 and at any time during the residency 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.
- 5.4 Residents in the PGY-1 year at ARMC are allowed two 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.
- 5.5 Resident is eligible to receive Jury Duty Leave in the same manner and amount as regular County employees.

- 5.6 Leave time combined in Section 5.2 and 5.3 above, 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.
- 5.7 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 the Resident's biweekly gross earnings, automatically deducted from Resident's earnings. Maximum total contributions shall be 7.5% of the Resident's maximum covered wages for Social Security purposes. Resident shall enroll in the plan on forms approved by Human Resources.
- 5.8 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.
- 5.9 Residents shall 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.
- 5.10 Pursuant to Section 3.4, 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.
- 5.11 Resident shall be compensated at the rate of \$50.00 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.
- 5.12 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). 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.



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.

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).

To receive the MPS and DPS, Resident must be scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period.

During approved leave of absence, Resident must use paid leave time off to supplement any work time in a given pay period, and in paid status.

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 forty (40) hours plus one hour paid in a pay period. 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.

- 5.13 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.

Resident shall be eligible to purchase, through payroll deductions, Voluntary Supplemental Term Life Insurance and Accidental Death and Dismemberment Insurance coverage.

- 5.14 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.
- 5.15 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.
- 5.16 All payments to Resident under the terms of this Contract shall be made in accordance with procedures established by County's Auditor/Controller-Recorder.

- 5.17 Resident shall be eligible to receive Short-Term Disability insurance benefits in the same manner as represented County employees.
- 5.18 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.
- 5.19 Resident 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.
- 5.20 Resident will receive \$100 per pay period, not to exceed \$2,600 for Program Year, as a meal allowance. This benefit is non-transferable, non-cumulative, and may not be cashed out. Once the pay period or annual allowance has been exhausted, Resident will need to pay out of pocket for their meals.
- 5.21 Resident will receive \$553.50 per pay period, not to exceed \$14,391.00 per program year as a housing allowance in recognition that Resident may be required to conduct rotations for the Program offsite at distant locations from ARMC. This benefit is non-transferable, non-cumulative, and may not be cashed out. Once the pay period or annual allowance has been exhausted, Resident will need to pay out of pocket for their housing expenses.
- 5.22 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.
- 5.23 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.

## **6. HOUSE STAFF PRESIDENT AND OFFICERS STIPENDS**

- 6.1 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. For the performance of these additional duties and responsibilities as set forth in the agreement, the House Staff President shall receive a bi-weekly stipend of \$96, not to exceed an annual stipend of \$2,500.
- 6.2 Each academic year three residents will be designated by the DIO as House Staff

Officers. The House Staff Officers will chair three committees, Patient Safety and Quality Improvement; Well Being; Diversity, Equity, Inclusion, and Health Care Disparities. 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, the employee shall receive a bi-weekly stipend of \$57.50, not to exceed an annual stipend of \$1,500.

- 6.3 Each academic year six residents will be appointed by the DIO to each of the following committees, Patient Safety and Quality Improvement; Well Being; Diversity, Equity, Inclusion, and Health Care Disparities. Residents may serve as members on one committee each academic year and should be from different programs. 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, the employee shall receive a bi-weekly stipend of \$40, not to exceed an annual stipend of \$1,040.
- 6.4 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.

## **7. CHIEF EXECUTIVE RESIDENT**

- 7.1 The Chief Executive Resident (CER) is one senior resident in each Arrowhead Regional Medical Center ACGME accredited residency program and is selected by the program director. The CER is under the supervision and at the direction of the program director of the specific residency program.
- 7.2 Additional duties are listed in Attachment III of this contract.
- 7.3 If applicable, the stipend of \$5,590 will be included in the resident's 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.

## **8. POLICY COMPLIANCE**

### **8.1 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.

#### 8.2 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.

#### 8.3 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 the 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.

#### 8.4 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.

- 8.5 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.

## **9. DURATION OF APPOINTMENT**

- 9.1 This contract shall be effective July 1, 2025 through June 30, 2026. However, Residents on-call on the last contracted day are to remain in service through the following morning, until released from duty by the Residency Program Director.

Resident will be placed on payroll with an effective date of July 1, 2025, and the Resident's program will begin on July 1, 2025.

- 9.2 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, Due Process.
- 9.3 Details of conditions for reappointment are outlined in Graduate Medical Education Committee policies and the relevant Residency Training Manual.
- 9.4 This Contract may only be amended by written agreement signed by the parties hereto.

## **10. CONCLUSION**

This contract, consisting of fourteen (14) pages and Attachments I, II, and III is the full and complete document describing services regarding the Resident's 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 Agreement 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 agreement (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 Agreement upon request.

Signed by:

Shanice Johnson

Office of Graduate Medical Education  
Arrowhead Regional Medical Center

SAN BERNARDINO COUNTY

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 10 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By



Rebecca Houston

(Print or type name of corporation, company, contractor, etc.)

By

Rebecca Houston

(Authorized signature - sign in blue ink)

Name

Rebecca Houston

(Print or type name of person signing contract)

Title

Neurosurgery Resident Physician

(Print or Type)

Dated:

5/28/2025

Address

On file

FOR COUNTY USE ONLY

Approved as to Legal Form

[Signature]

Scott Runyan, Principal Assistant County Counsel

Date

5/20/25

Reviewed for Contract Compliance

[Signature]

Date

Reviewed/Approved by Department

[Signature]

Andrew Goldfrach, ARMC Chief Executive Officer

Date

5/21/25

## **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 becomes eligible to take the respective Board examination, if applicable.

The policy and process described below establish 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 AOA accredited graduate medical education program, including interns, residents, fellows, and visiting residents.

**Fellow:** Any physician enrolled in an AOA 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 AOA 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: 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 Business



Partner 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, with or without pay as appropriate depending on the circumstances. In this event, the ARMC 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 AOA 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 Residency 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 AOA’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 their 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) & Designated Institutional Official (DIO) (joint decision). Collaborative Partners:
  - Clinical Competency Committee (CCC) (evaluates performance data)
  - Human Resources Business Partner (to ensure compliance with employment policies)
  - Assigned Hospital Administrator

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. 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. The Program Director will work in collaboration with the Human Resources Business Partner and the Program Director shall formally notify the DIO, assigned Hospital Administrator, the ARMC CEO, County Counsel, and Human Resources Leadership of his/her intended actions as indicated. Any conflicts in this decision should be resolved by the ARMC CEO.
  - ii. The Notice should be prepared by the Program Director. Before issuance, the notice will be reviewed by Human Resources Business

Partner, assigned Hospital Administrator and County Counsel to ensure legal compliance.

iii. 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, assigned Hospital Administrator, 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 Hearing: The Resident has the right to request a hearing or 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 and assigned Hospital Administrator, 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 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)
- AOA Institutional Requirements IV.D.3

Resident Notification:

- The resident shall be informed in writing if a disciplinary action may be reportable to an external entity.
- The resident will have an opportunity to review and respond before any final report is submitted.

**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 (10) ten calendar days of receipt of the Notice of Recommended Disciplinary Action. 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. Hearing Committee**

If a timely appeal is submitted, a hearing committee consisting of five members shall hear the appeal. GME and the DIO shall coordinate with the Executive Committee of the Medical Staff as soon as practical to appoint four members, all of whom must be Active Medical Staff and one which must be a director of a residency program other than the one in which the Resident is enrolled. The President of the House Staff Association or designee shall appoint one member, who shall be either a member of the Active Medical Staff or a resident. No individual who was materially involved in any

of the facts underlying the notice of proposed action may serve on the hearing committee.

**k. Hearing Committee Chairperson**

The GME Office and DIO will coordinate with the Executive Committee of the Medical Staff to select a chairperson of the hearing committee, who shall set the date, time, and place of hearing. The chairperson shall notify the Resident and all parties concerned thereof in writing of the date, time, and place of the hearing. The date of the hearing will be scheduled to take place within 15 calendar days from the date the chairperson is appointed or as soon as practicable.

**l. Representation**

The Resident has the right to be represented at the appeal hearing, at his or her own expense.

**m. Conduct of the Hearing**

1. The purpose of the appeal hearing is for the hearing committee to determine whether the action proposed was done so in bad faith, arbitrarily, or capriciously.
2. 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 questions of the Program Director about the basis of the recommended disciplinary action.
3. 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.
4. 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.
5. The hearing is not restricted by rules of evidence applicable to evidentiary court hearings. The Program Director need not substantiate charges with witness testimony. Evidence in the form of evaluations and other documents are 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.

6. The hearing before the hearing committee shall be recorded by electronic or other device as approved by the chairperson of the hearing committee.
7. The hearing may be continued or recessed only upon the majority vote of the hearing committee.

**n. Recommended Decision of the Hearing Committee**

The hearing committee shall render a proposed decision within ten (10) 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. The Resident and the Program Director must submit such response within 10 calendars of receipt of the proposed decision.

**o. Final Decision of the ARMC CEO**

Within 20 calendar days of receipt of the proposed decision, the ARMC CEO shall review the proposed decision and any timely written response by the Respondent and the Program Director and issue a decision. The ARMC CEO 's decision is final and no further administrative appeal is available. The decision of the ARMC CEO shall be coordinated by GME and transmitted to the Respondent and the Program Director.

**Consideration and Contract Commencement**

<b>Level</b>	<b>Description</b>	<b>Compensation</b>
PGY VII	Program Year Seven	\$ 100,211.26

**DUTIES AND RESPONSIBILITIES OF HOUSE STAFF PRESIDENT**

1. To represent the members of House Staff and serve as a liaison between the hospital, GME, DIO, and members of house staff.
2. Serve as a voting member of the Graduate Medical Education Committee (GMEC).
3. Regularly coordinate and plan House Staff Meetings and Resident Forum.
4. Communicate directly with Designated Institutional Official (DIO) on issues pertaining to the House Staff.
5. Organize hospital wide activities for the House staff, including but not limited to, trainings deemed necessary by the Arrowhead Regional Medical Center.
6. Serve as a member of the Nurse/physician Collaborative meetings.
7. Attend Medical Executive Committee (MEC) of the Arrowhead Regional Medical Center as a representative of the House Staff.
8. Coordinate, plan, and direct the Resident Patient Safety Quality Council, and attend Quality Management Committee (QMC) to report actions and recommendations as needed.
9. Oversee House Staff Committees (Patient Safety, Well-Being, and Diversity) along with DIO.
10. Meet quarterly with DIO and the Chief Executive Residents (CER) of each residency program.
11. Attend the Chief resident and CEO meetings.
12. General expectation is for the House staff president to attend (or send a designee) at least 75% of the above-described meetings.
13. House Staff president will be chosen via an election coordinated by the GME office.

### **DUTIES AND RESPONSIBILITIES OF HOUSE STAFF OFFICERS**

1. Chair regular committee meetings respective to the Committee appointments.
2. Coordinate with stakeholders to ensure the committee is meeting the goals and objectives.
3. Develop relevant goals and objectives and projects for the year.
4. Deliver education to house staff members relevant to goals and objectives of the Committee.
5. Attend educational conferences or meetings as directed by DIO.
6. Complete other duties as assigned by DIO.
7. Hold Committee Meetings at least 4 times/year.
8. Complete meeting minutes and share with DIO and Institutional Coordinator and House Staff President.
9. Regularly coordinate and communicate with the DIO, House Staff President, and Chief Executive Residents.
10. House Staff Officers (3 Chairs) will be appointed by the DIO based on recommendations or self-nominations.

### **SELECTION CRITERIA FOR HOUSE STAFF OFFICERS**

The House Staff Officers and committee members must be in good standing, completed one year of residency, demonstrated leadership skills and a commitment to the focus area of the committee.

To be considered, the resident must be self-nominated or nominated by colleagues, faculty, or program directors. Other criteria may be considered as determined by the DIO.

**DUTIES AND RESPONSIBILITIES OF HOUSE STAFF COMMITTEE MEMBERS**

1. Attend committee meetings respective to the committee appointments.
2. Coordinate with stakeholders to ensure proper goals and objectives.
3. Participate in project development.
4. Participate in education of house staff.
5. Attend educational conferences as directed by DIO.
6. Other duties as assigned by DIO.
7. Attend at least 75% of the meetings (or send designee).
8. Members will be chosen by the DIO based self-nominations or based on recommendations from program leadership and house staff members.

**DUTIES AND RESPONSIBILITIES OF CHIEF EXECUTIVE RESIDENT**

1. One senior resident from each program will be appointed by the PD for this role.
2. Serves as the primary contact/liaison between GME, institution, and members of residency program.
3. Responsible for dissemination of information to residents as directed by DIO/GME.
4. Facilitate compliance with requirements and training.
5. Attend nurse/physician collaborative meetings or send a designee if unable to attend.
6. Meet with DIO, other chief executive residents and house staff president as needed (at least quarterly) to discuss various GME and hospital related issues. If unable to attend, a Chief Executive Resident will arrange for a designee to attend.
7. Serves as the Patient Safety Lead for the Department's Residency and Fellowship Programs; as such, may organize patient safety reporting, investigation, and education in collaboration with Program leadership, DIO, and hospital staff including Patient Safety Leadership team.
8. Attends the Chief resident and CEO meetings and may attend other meetings at the request of the PD and DIO.
9. Plans and organizes the attendance of residents at the Resident Forum in collaboration with the House Staff President and House Staff Officers and GME institutional Coordinator.
10. Other duties as assigned by the DIO/PD.
11. The CER is expected to devote 12 hours per month and attend at least 75% of meetings (or send a designee) to fulfill these duties.