LONG BEACH MEMORIAL MEDICAL CENTER
PODIATRY RESIDENCY PROGRAM
PHYSICIAN POSTGRADUATE TRAINING AGREEMENT ("AGREEMENT")

Long Beach Memorial Medical Center, a California non-profit public benefit corporation ("Sponsoring Institution"), offers the position described below and the undersigned Resident Physician accepts the position under the terms and conditions as stated below:

Position: RESIDENT PODIATRIC MEDICINE AND SURGERY - 36

Length of Training Program: 36 months

Training and Salary Level Anticipated: (enter grad year)

Effective Date: July 1, 2011

Ending Date: June 30, 2012

Compensation:

$ (annual salary)

Dates: July 1, 2011 through June 30, 2012

A. Sponsoring Institution is the operator of a general acute care located in Long Beach, California;

B. Sponsoring Institution operates a Podiatric Medical Education Residency Program ("Program") approved by the Council for Podiatric Medical Education ("CPME"), which offers a reconstructive rear foot and ankle credential;

C. The Resident Physician is eligible under applicable law and CPME requirements to participate in the Program as a Resident Physician for the purpose of developing expertise in podiatric medicine and surgery; and

D. The Resident Physician has applied to Sponsoring Institution for appointment as a Resident Physician in Sponsoring Institution’s Program, and Sponsoring Institution has accepted such application, subject to the terms of this Agreement.

AGREEMENT

I. Conditions Precedent. Although this Agreement may be executed by the parties prior to the start of the Agreement year, it is expressly understood and agreed that this Agreement will be void unless:

Podiatry Resident Agreement - (2011)
I-1. Resident Physician has, prior to the Effective Date of this Agreement (a) graduated from a college of podiatric medicine accredited by the Council on Podiatric Medical Education, as evidenced by a signed diploma, (b) completed all requirements of the State of California for a podiatric physician’s educational limited license, (c) passed the Parts I and Parts II examinations of the National Board of Podiatric Medical Examiners, and (d) completed all immigration requirements, if applicable; and

I-2. If other than a first year resident physician, Resident Physician has satisfactorily completed his/her prior podiatric graduate medical education, in the sole discretion of the Sponsoring Institution Director of Podiatric Medical Education or his/her representative.

II. **Resident Physician’s General Responsibilities.** Resident Physician agrees to perform to the best of his/her ability the customary responsibilities of a postgraduate resident physician at his/her level of training. Resident Physician shall meet the qualifications for resident eligibility outlined in the “Standards and Requirements for Approval of Residencies in Podiatric Medicine and Surgery” in the CPME 320. Resident Physician’s responsibilities entail provision of care commensurate with Resident Physician’s level of advancement and competence under the general supervision of appropriately privileged attending teaching staff including:

II-1. Participation in safe, effective and compassionate patient care;

II-2. Development of an understanding of ethical, socioeconomic and medical/legal issues that affect graduate podiatric medical education and of how to apply cost containment measures in the provision of patient care;

II-3. Participation in the educational activities of the training program, as appropriate assumption of responsibility for teaching and supervising other resident physicians and students, participating in Sponsoring Institution orientation and educational programs and other activities involving the clinical staff, and additional educational opportunities, at the discretion of the programs’ podiatric medical education committee, in accordance with the rules and guidelines established by that program;

II-4. Participation in Sponsoring Institution committees and to which the Resident Physician is appointed or invited;

II-5. Performance of these responsibilities in accordance with the established practices, procedures and policies of Sponsoring Institution and those of its program, clinical departments and other institutions to which the Resident Physician is assigned, including among other things, state licensure requirements for physicians in training, where these exist; and
II-6. Compliance with hospital policies and procedures as outlined in the Long Beach Memorial Medical Center Podiatric Medical Education House Staff Manual, (which the resident has received) as well as other applicable Sponsoring Institution and/or departmental policies and procedures.

III. Schedule. The Resident Physician shall be present at the hospital from 6:30 AM to 6:30 PM Monday through Friday or at the assigned rotation at hour so specified by the service. The resident will be on call in the hospital from 6:30 AM through 8:00 PM on a rotating schedule. In year one and year two, the Resident Physician will be on first and second call every other weekend. In year three, the Resident Physician is not required to be on call.

IV. Teaching Responsibilities. As part of his/her educational program, Resident Physicians shall assist and teach resident physicians junior to him/her and podiatric medical students as requested by the department chief, program director, or as the occasion arises.

V. Review and Evaluation.

V-1. Periodic Evaluation. Sponsoring Institution Department of Podiatric Medicine and Surgery has established a committee to evaluate the program’s educational content and the progress and performance of each resident physician. Resident Physician shall be evaluated by attending staff physicians to whom he/she is assigned at the end of each rotation, and these evaluations and other factors shall be considered at least semi-annually by the Department Program Director and DIO. After each semi-annual review, the department Program Director and DIO will issue its determination as to whether Resident Physician performed satisfactorily and is educationally qualified to proceed in the program.

V-2. Satisfactory Record. A sealed certificate of training will be presented to the Resident Physician at the satisfactory completion of the residency.

V-3. Unsatisfactory Record

a. Letter of Time Spent. A letter stating only that Resident Physician spent a specific amount of time at Sponsoring Institution in the program will be given to Resident Physician if Resident Physician leaves the position under either of the following circumstances: (a) Resident Physician receives an unsatisfactory performance record; (b) Resident Physician is not offered another contract because of either an unsatisfactory performance record or a decision by the department that Resident Physician is not educationally qualified to proceed in the program.

b. Committee Review. Before a letter described in IV-3a is issued, Resident Physician’s performance record will be reviewed by a special review committee consisting of: (1) the Executive Director of Medical Education (2) the Director of Podiatric Medical Education, (3) one attending physician
c. **Hearing.** If after review, the review committee decides to issue Resident Physician letter of time spent only, Resident Physician will be notified of that decision by the Director of Podiatric Medical Education and will be given the opportunity to have a review hearing conducted by the special review committee. Following such hearing, the special review committee will refer its report and recommendations to the Graduate Medical Education Committee of Sponsoring Institution for a final decision.

d. **Reporting.** Consistent with Hospital policy, Sponsoring Institution will comply with any and all local, state and federal regulatory agencies’ reporting requirements regarding reportable incidents or actions.

VI. **Overnight Assignments.** When Resident Physician is providing on-site call coverage for Program, Sponsoring Institution shall provide quarters with sleeping accommodations, which shall be maintained by environmental services.

VII. **Moonlighting.** Sponsoring Institution discourages work outside of the Sponsoring Institution podiatric training program. If, in the opinion of the Director of Podiatric Medical Education, such could or does adversely affect or interfere with Resident Physician’s training and education, such activity shall be terminated. The determination that outside work is adversely affecting or interfering with the Resident Physician’s training and education shall be solely within the discretion of Sponsoring Institution and Resident Physician shall abide by such a decision. Residents engaged in moonlighting must be licensed for unsupervised podiatric medical practice in the State of California. Under no circumstances shall the Resident Physician carry on private practice in any department, or in the vicinity, of Sponsoring Institution while participating in a Graduate Medical Education Program.

The Resident Physician must inform the Director of Podiatric Medical Education of all moonlighting activity and a written statement of any moonlighting activity must be in the Resident Physician’s evaluation file. Resident Physicians are not required to engage in moonlighting as a condition of their participation in the residency-training program.

VIII. **Professional Liability Coverage.** Sponsoring Institution shall provide occurrence-based professional liability insurance with a self-insured limit of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate for claims arising from the activities undertaken by the Resident Physician within the scope of the Program and during Resident Physician's appointment. No insurance coverage will be provided for activities outside the assigned training program. Liability coverage is expressly conditioned on Resident Physician’s cooperation in the defense of any claim.

IX. **Health and Other Benefits.** Resident Physician shall be eligible to participate in Sponsoring Institution’s benefits program, beginning on the 31st day of recognized
employment under this Agreement. A comprehensive hospital and health insurance plan for Resident Physician and Resident Physician's eligible dependents, including medical, dental and vision care, shall be available. Resident Physician shall not be eligible for Sponsoring Institution’s retirement plans or any other Sponsoring Institution benefits unless expressly set forth in this Agreement. Resident Physician shall be required to maintain his/her own comprehensive hospital and health care insurance coverage for the first thirty (30) days of employment, but shall be entitled to reimbursement from Sponsoring Institution for the cost of such coverage. A comprehensive summary of the benefit program will be available to the Resident Physician during the Human Resources new hire orientation.

Resident Physician shall be entitled to receive confidential counseling, medical and psychological support services as well as physician impairment and substance abuse support services in accordance with Sponsoring Institution’s policies and procedures.

During the appointment, Sponsoring Institution shall make available for Resident Physician’s use the following:

a. Meals – Resident Physician shall be provided “night call” meals at $10 per night at no cost to Resident Physician.

b. Library – Resident Physician will have free access to the Library. Medical literature searches are provided by the Library.

c. Parking – Resident Physician shall receive free parking at Sponsoring Institution.

X. Professional Association Membership. Sponsoring Institution shall provide membership in the American Podiatric Association and respective state and local societies for the term of the Agreement.

XI. Absences.

Because of the different types of leave potentially needed for physicians in post-graduate training, policies for leave are found in different sections of this Agreement, the Long Beach Memorial Medical Center Podiatric Medical Education House Staff Manual, and/or Long Beach Memorial Medical Center Hospital policy. Resident Physician must notify the Director of Podiatric Medical Education and the Podiatry Residency Coordinator regarding absence for any reason. If Resident Physician is absent for more than two days due to illness, he/she must notify the Director of Podiatric Education after the initial 48 hour period of the rotation he/she is currently completing.

Leaves due to disability and the associated criteria are described in the comprehensive summary of benefits provided to the Resident Physician by the Sponsoring Institution policy.
Extended leaves such as those available under the Family and Medical Leave Act of 1993 would require discussions between the Director of Podiatric Medical Education and the Resident Physician regarding the extent of time being taken and the need for make-up time. A number of ad hoc situations can occur under the umbrella of any of these areas. Typically the Resident Physician initially brings these to the Program Director’s attention.

Notwithstanding the above, if the Resident Physician takes a leave of absence for any reason, Resident Physician may be required to make up such time in order to comply with the Council of Podiatric Medical Education (CPME) requirements for certification.

Residents are further informed of their salary continuation at orientation.

**XII  Disability.**

XII-1. **Payment During Qualifying Leave.** During periods of qualified disability of less than the waiting period under Sponsoring Institution’s disability program, Resident Physician shall be paid his/her salary subject to limitations for paid time off for illness and injury in any year. After such waiting period has expired, if Resident Physician remains disabled under Hospital policy, he/she shall receive only such payments as are provided under the applicable Sponsoring Institution disability benefit program as it exists from time to time, and Sponsoring Institution shall have no further obligation to pay salary.

XII-2. **Physician Examination.** Sponsoring Institution, or insurer underwriting its disability benefit program, shall have discretion to require Resident Physician to submit to medical examinations at reasonable intervals by one or more physicians to confirm disability. Failure to comply with requests for such examinations shall be a breach of this Agreement and may result in termination of disability benefits.

XIII. **Vacation.** Resident Physician is eligible for two weeks vacation with pay. Vacations may be taken with the prior approval of the Podiatry Program Director. Vacation time not used during the Agreement period will be forfeited. No payment in lieu of actual time off will be made under any circumstances.

XIV. **Chart Completion Requirement.** Resident Physician shall maintain all confidential patient information in strictest confidence. Resident Physician shall comply with relevant law and Sponsoring Institution's policy relative to HIPAA compliance and agrees to execute such agreements as are necessary to evidence such compliance. Resident Physician shall complete the medical records of patients under his/her care in a timely manner, and in accordance with the Medical Staff Bylaws and applicable rules and regulations.

XV. **Termination.** This Agreement may be terminated as follows:
XV-1. Either party may terminate this Agreement, without cause in the event that Fellow fails to fully and faithfully perform the duties and obligations pursuant to this Agreement, Sponsoring Institution may terminate the Agreement in accordance with such Sponsoring Institution policies and procedures as may be in effect at that time.

XV-2. If either party materially breaches any of the terms of this Agreement and the breaching party fails to correct the breach within thirty (30) days after written notice from the other party, such other party may terminate this Agreement immediately or at any designated future time provided that the material breach still exists, by delivering the breaching party a written notice of termination.

XVI. Assignment. As applicable, Resident Physician assigns to Sponsoring Institution the exclusive right to bill and collect for all services Resident Physician performs under this Agreement. If Resident Physician is compensated by anyone other than Sponsoring Institution for services Resident Physician performs under this Agreement, Resident Physician shall deliver such compensation to Sponsoring Institution promptly. Resident Physician will take all steps reasonably requested by Sponsoring Institution to assist in the billing and collecting for services Resident Physician performs under this Agreement.

XVII. Substance Abuse. Sponsoring Institution does not condone substance abuse and/or chemical dependency among its resident physicians. By signing below, Resident Physician certifies that he/she is not currently using illegal drugs or legal drugs in an illegal manner. Substance abuse and/or dependency may be grounds for dismissal from the training program. Treatment for substance abuse arising while a Resident Physician is governed by Section VIII.

XVIII Sexual Harassment. Complaints of sexual harassment shall be addressed in a manner consistent with the law. Sponsoring Institution is committed to providing a work environment that is free of discrimination or harassment. A copy of Sponsoring Institution's policy on harassment will be provided to Resident Physician in the Podiatric Medical Education House Staff Manual. Failure to comply with such policy shall be grounds for disciplinary action, as provided in the House Staff Manual.

XIX Supplemental Provisions. ☐

If the “Supplemental Provisions” box is checked, the attachment marked Supplemental Provisions shall be considered part of this Agreement.

XX Agreement to Regulations, Policies and Procedures. By signing below, Resident Physician certifies that he/she has received and agrees to abide and be governed by the Long Beach Memorial Medical Center Podiatric Medical Education House Staff Manual.

XXI Release from Liability. By signing below, Resident Physician releases Sponsoring Institution and its representatives from any and all liability related to or arising out of the release of information to licensing or other governmental authorities and/or other
hospitals or medical institutions regarding Resident Physician’s service or performance during the term of this Agreement.

XXII Explanatory Statements. If this Agreement is terminated prior to its expiration date, each party hereto releases the other from any and all liability and/or claims based upon or arising out of any such statements relating to the early termination.

XXIII Applicable Law, Merger, Waiver and Modifications. California law shall govern this Agreement. If any term or provision of this Agreement is illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. All prior agreements between the parties concerning the same subject matter, whether written or oral, are merged herein and shall be of no force and effect for the Agreement year described herein. The captions shall have no legal significance in the interpretation of this agreement. No modification, change or discharge of this agreement may occur orally, but only by further written agreement of the parties. A waiver of either of the parties of any provision shall waive the other. No person or entity, except the parties, shall be beneficiaries of any kind of the consideration or terms of this agreement. In no event shall Resident Physician assign any of his/her rights, powers, duties and obligations under this Agreement without the receipt of the prior written consent of Sponsoring Institution. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Sponsoring Institution.

[SIGNATURE PAGE Follows]
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year set forth above.

Date:_________________________

“Sponsoring Institution”

Long Beach Memorial Medical Center,
a California non-profit public benefit corporation

Diana Hendel, Pharm.D, Chief Executive Officer

Pedram Aslmand, DPM
Podiatry Residency Program Director,

Edward J. Quilligan, M.D.
Executive Director, Medical Education

"Resident"

CA Medical Practice License Number:

License Expiration Date:

Approved as to Form

Karen R. Weinstein, Esq,
MHS Legal Department
April 2011