

**KERN COUNTY HOSPITAL AUTHORITY
KERN MEDICAL CENTER
GRADUATE MEDICAL EDUCATION AGREEMENT**

THIS GRADUATE MEDICAL EDUCATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between the Kern County Hospital Authority (“Authority”), a local unit of government, which owns and operates Kern Medical Center (“KMC”), and _____, [M.D. or D.O.] (“Resident”), and establishes the agreement of KMC to accept Resident into one of the KMC teaching programs, on the following terms and conditions.

Article I. Appointment

1.1 Commencement Date. Subject to the various initial and continuing conditions as set forth in this Agreement, Resident shall be appointed as a physician-in-training in the KMC graduate medical education program as a PGY Level ____ in the Department of _____ (the “Program”).

1.2 Term. This Agreement shall commence July 1, 2020 (the “Commencement Date”), and shall expire on June 30, 2021, subject to earlier termination as provided herein.

1.3 Conditions Precedent. As a condition precedent to his or her appointment and the obligations of KMC under this Agreement, Resident shall (a) provide to KMC, prior to the Commencement Date, all credentialing and other documentation and take such actions as requested by KMC required for certification of eligibility to participate in the Program, and (b) attend the entire portion of the resident orientation sessions prior to the Commencement Date. The documentation required for certification of eligibility is set forth in Exhibit “A,” attached hereto and incorporated herein by this reference.

1.4 Pre-Appointment Physical Examination. Resident shall submit evidence that he or she has submitted to a pre-appointment physical examination and received the required immunizations prior to the Commencement Date in full compliance with the KMC physical assessment and immunization policies and all applicable federal, state, and local laws and regulations. Such evidence shall demonstrate on the basis of this overall health status assessment, that it has been determined that Resident is in sufficient physical and mental condition (as determined by medical history, medical record documentation, and medical examination) to perform the essential functions of a physician-in-training in the Program (in consideration of any reasonable accommodations required by Resident).

Article II. Reappointment

2.1 Reappointment. Neither this Agreement nor Resident’s appointment hereunder shall constitute a benefit, promise, or other commitment that Resident will be appointed for a period beyond the termination date set forth herein. Reappointment or promotion to the next level of training is in the sole discretion of the Program and is expressly contingent upon several factors, including but not limited to the following: (a) satisfactory completion of all training

components; (b) the availability of a position; (c) satisfactory performance evaluation; (d) full compliance with the terms of this Agreement; (e) the continued accreditation of KMC and the Program by the Accreditation Council for Graduate Medical Education (“ACGME”); (f) the financial ability of Authority and KMC; and (g) furtherance of the Program’s objectives.

2.2 Notice of Non-Reappointment. In the event KMC elects not to reappoint Resident to the Program and this Agreement is not renewed, KMC will attempt to provide Resident with notice of its intent not to reappoint Resident at least 120 days prior to the end of the term of Resident’s current Agreement. KMC is under no obligation, nor may it be held liable for breach of this Agreement if it fails to provide such advance notice.

2.3 Non-Reappointment Based on Institutional Factors. If KMC intends to reduce the size of the Program or close the Program to which Resident is assigned (collectively, “Institutional Factors”), KMC will make reasonable efforts to allow Resident to complete his or her education. If Resident is displaced by the closure of the Program or a reduction in the number of residents assigned to the Program, KMC will make reasonable efforts to assist Resident in finding appointment to another residency program. When non-reappointment is based on Institutional Factors, such non-reappointment when made by the Program shall be final and is not subject to appeal or review.

2.4 Remediation; Non-Reappointment/Non-Promotion Based on Resident Factors. When non-reappointment is based on the unsatisfactory performance of Resident or the noncompliance of Resident with the terms of this Agreement, KMC’s remediation policy shall be invoked prior to any such determination being final. Any notice of non-reappointment or non-promotion based on unsatisfactory performance or noncompliance with the terms of this Agreement or other disciplinary actions that could significantly threaten the intended career development of Resident shall be governed by the fair hearing procedures set forth in Exhibit “B,” attached hereto and incorporated herein by this reference.

2.4.1 Remediation is an initial course of action to correct deficiencies pertaining to Resident’s action, conduct, or performance, which if left uncorrected, may lead to non-reappointment, or disciplinary action, but which are not yet serious enough to form an independent basis for corrective action, termination or summary suspension.

2.4.2 In the event Resident’s performance, at any time, is judged by the Program director to be unsatisfactory or noncompliant with the terms of this Agreement, the Program director shall notify Resident in writing of the nature of the unsatisfactory or noncompliant conduct or performance and engage in remediation steps determined by the Program to be appropriate, in its sole and absolute discretion.

2.4.3 Resident’s failure to comply with the Program’s remediation policy or the continuation of actions, conduct, and/or performance by Resident that are deemed unsatisfactory or noncompliant by the Program shall be grounds for non-reappointment and/or disciplinary and corrective action.

Article III. Resident Responsibilities

3.1 Reports and Records. Resident shall prepare and maintain, or cause to be prepared and maintained, all reports, claims, correspondence and records relating to all professional services rendered pursuant to this Agreement. Resident further agrees to prepare and maintain, or cause to be prepared and maintained, all records and reports in accordance with all federal and state statutes and regulations, and policies adopted by Authority and KMC.

3.2 Professional Standards. Resident shall comply with all of the terms and provisions of law and ethical standards relating to the practice of medicine, including: (a) all laws and regulations dealing with government programs and private insurance or prepaid health plans; (b) all applicable rules, regulations, policies and procedures established by the Program, KMC or other facility at which Resident trains in connection with the Program; and (c) the standards required of KMC to maintain accreditation by The Joint Commission, ACGME, Residency Review Committee (“RRC”), and any other relevant accreditation organizations.

3.3 Quality Assurance and Corporate Compliance. Resident shall cooperate and comply with any and all quality assurance, corporate compliance and related programs implemented by KMC. By executing this Agreement, Resident represents and warrants the following: (a) Resident has not been convicted of a criminal offense related to healthcare (unless Resident has been officially reinstated into the federal healthcare programs by the Office of the Inspector General and provided proof of such reinstatement to Authority and KMC); (b) Resident is not currently under sanction, exclusion or investigation (civil or criminal) by any federal or state enforcement, regulatory, administrative or licensing agency or ineligible for federal or state program participation; or (c) Resident is not currently listed on the General Services Administration list of parties excluded from federal procurement and non-procurement programs.

3.4 Licenses. Resident agrees to obtain a Postgraduate Training License (“PTL”) and a full and unrestricted California medical license in compliance with state law.

3.5 Notice. Resident shall immediately notify the Program of: (a) any notice or other information relating to Resident’s PTL or license to practice medicine; (b) any notice or other information regarding any decision or action adverse to Resident’s Controlled Substance Registration Certificate issued by the Drug Enforcement Administration; or (c) any information which Resident has reason to believe may lead to (1) a claim against the professional liability insurance maintained by Authority on Resident’s behalf or (2) termination, modification or suspension of Resident’s PTL or license to practice medicine in the state of California.

3.6 Educational Activities. Resident shall participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program director, attend all required educational conferences, assume responsibility for teaching and supervising other residents and medical students, and participate in assigned hospital, medical staff and Program activities.

3.7 Professional Attitude. Resident shall use his or her best efforts to provide safe, effective and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at KMC and other facilities and rotation sites to which Resident is assigned.

3.8 Self-Study Program. Resident shall develop and follow a personal program of self-study and professional growth under guidance of the Program's teaching faculty.

3.9 Environmental Awareness. Resident shall acquire an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine and residency training.

3.10 Program Administration. Resident shall cooperate fully with KMC in coordinating and completing RRC and ACGME accreditation submissions and activities, including legible and timely completion of patient medical records, charts, reports, time cards, statistical operative and procedures logs, faculty and Program evaluations, and other documentation required by the RRC, ACGME, Authority, KMC and the Program.

3.11 Cost Containment. Resident shall apply cost-containment measures in the provision of patient care consistent with the policies of Authority, KMC and the Program.

3.12 Compliance with Policies. Authority and KMC are committed to maintaining a work environment free from sexual harassment. Conduct or behavior that creates an intimidating, hostile or offensive work environment is strictly prohibited. Any person violating this policy will be subject to corrective counseling up to and including discharge from the Program. Resident shall cooperate fully with Authority and KMC policies prohibiting sexual discrimination and sexual harassment and other policies that apply to the Program.

3.13 Compliance with Dress Code. Resident shall comply with KMC's "Dress Code," including clear display of a KMC identification badge, and present at all times a proper and professional appearance.

3.14 Access to Information. Resident shall permit the Program to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body. Resident agrees to execute an Authorization to Release Information in the form set forth in Exhibit "C," attached hereto and incorporated herein by this reference, and to execute all other documents required by KMC from time to time and to otherwise fully cooperate with KMC to enable KMC and its agents to obtain such information from third parties.

3.15 Reporting Requirements. Resident shall report immediately (a) to the KMC risk management department, any inquiry by any private or government attorney or investigator, or (b) to the KMC public relations department, any inquiry by a member of the press. Resident agrees not to communicate with any inquiring attorney or investigator or any member of the press except as necessary to refer such attorneys and investigators to the risk management department and to refer the press to the public relations department. If Resident receives, or anyone with whom Resident works or resides receives on his or her behalf, any summons,

complaint, subpoena, or court paper of any kind relating to Resident's duties in connection with this Agreement, Resident agrees to immediately report this receipt to the KMC risk management department and submit the document received to that office.

3.16 Compliance with Litigation. Resident agrees to cooperate fully with KMC administration, the KMC risk management department, all attorneys retained by Authority on behalf of KMC, including, without limitation, the Authority's Legal Services Department, and all investigators, committees, and departments of KMC, particularly in connection with the following: (a) evaluation of patient care; (b) review of any incident or claim; or (c) preparation for litigation, including investigation, discovery and defense, whether or not Resident is a named party to that litigation. The obligations of Resident to cooperate in any investigation, discovery and defense shall survive the termination or expiration of this Agreement.

3.17 Clinical Services. Resident agrees to provide clinical services (a) commensurate with his or her level of advancement and responsibilities, (b) under appropriate supervision, (c) at sites specifically approved by the Program, and (d) under circumstances and at locations covered by the professional liability insurance applicable to Resident in accordance with Article IV, section 4.4 below.

3.18 Confidential Information.

3.18.1 Obligations of Resident. Resident agrees to respect and maintain the confidentiality of all health information relative to all KMC patients, including, without limitation, all health information regarding a patient's medical treatment and condition, psychiatric and mental health, and substance abuse and chemical dependency, which Resident may receive pursuant to this Agreement. Resident agrees to comply with the terms and conditions of the following: (a) California Civil Code section 56 et seq. (general patient medical records); (b) California Welfare and Institutions Code sections 5328.6 and 5328.7 (mental health records); (c) 42 USC section 290dd-2 and 42 CFR part 2, section 2.31 (alcohol and drug abuse records); and (d) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 USC sections 1320d-2 and 1320d-4), as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH" Act), and the implementing regulations (45 CFR subtitle A, subchapter C, parts 160 through 164, inclusive), as amended from time to time.

3.18.2 Confidential Information Defined. For purposes of this paragraph, health information shall include, without limitation, the following patient identifiable information: (a) name; (b) address, including street address, city, county, ZIP or postal code and equivalent geocodes; (c) names of relatives; (d) names of employers; (e) date of birth; (f) telephone numbers; (g) facsimile number; (h) electronic mail address; (i) Social Security number; (j) medical record number; (k) health plan beneficiary number; (l) patient account number; (m) certificate/license number; (n) any vehicle or other device serial number; (o) Web Universal Resource Number (WURL); (p) Internet Protocol (IP) address number; (q) finger or voice prints; (r) photographic images; and (s) any other unique identifying number, characteristic, or code that may be available to Resident,

which could be used, alone or in combination with other information, to identify an individual.

Failure to comply with any of the provisions of this Article III or any other provisions of this Agreement that set forth the duties or obligations of Resident shall constitute grounds for disciplinary action (conducted in accordance with the procedures generally described in this Agreement), including Resident's suspension or dismissal from the Program, in KMC's sole discretion.

Article IV. Institutional Responsibilities

4.1 Training Program. KMC shall use its best efforts, within available resources, to provide an educational training program that meets the accreditation standards of the ACGME. The Program shall provide Resident with appropriate supervision for educational and clinical activities.

4.2 Compensation. Authority shall pay Resident the compensation set forth in the Memorandum of Understanding between Kern County Hospital Authority and Committee of Interns and Residents/Service Employees International Union Local 1957, as the same may be amended from time to time.

4.3 Deductions. Authority shall deduct from any payments made by Authority to Resident any and all federal, state, local and FICA taxes or other taxes and assessments required by law to be paid, deducted or withheld by Authority.

4.4 Benefits. Resident shall be entitled to the benefits set forth in the Memorandum of Understanding between Kern County Hospital Authority and Committee of Interns and Residents/Service Employees International Union Local 1957, as the same may be amended from time to time.

4.5 Professional Liability Coverage. Authority shall maintain professional liability coverage (through a commercial carrier or self-retention fund) insuring Resident against any and all claims, actions, causes of action, costs and expenses relating to or arising out of the performance of services under this Agreement. If the professional liability insurance provided is on a "claims made" form, such insurance shall include adequate coverage for an extended reporting period ("tail coverage") for a maximum of seven (7) years. The professional liability coverage provided Resident is consistent with the coverage or insurance generally provided other medical/professional practitioners employed by Authority and assigned to KMC.

4.6 Use of Hospital Facilities. KMC shall provide all in-hospital office and work space, physician facilities, personnel, patient and information support services, equipment and supplies reasonably required by Resident to satisfactorily perform Resident's duties hereunder. Resident covenants and agrees that no such facilities will be used for the benefit of Resident's private practice or other business in which Resident may be engaged.

4.7 Evaluation. KMC shall evaluate, through the Program director and Program faculty, the educational and professional progress and achievement of Resident on a regular and

periodic basis. The Program director shall present to and discuss with Resident a written summary of the Milestones evaluations at least once during each six (6) month period of training or more frequently if required by the RRC or Program. The written records of all such evaluations shall be accessible to Resident.

4.8 Grievance Process. The Program shall provide a fair and consistent method for review of Resident's concerns or grievances.

4.9 Restrictive Covenants Prohibited. Resident shall not be required by Authority or KMC to sign a restrictive covenant or non-competition guarantee.

Article V. Duty Hours

Resident shall perform his or her duties under this Agreement during such hours as the Program director may direct in accordance with the policies and requirements of the Program, subject to periodic modification and variation as determined by the Program director depending upon the clinical area to which Resident is assigned and exigent circumstances. All duty hours shall be in accordance with state, federal, ACGME and other applicable requirements. The call schedules and schedule of assignments will be made available to Resident. Changes to these schedules will be available in the office of the Program director. Resident shall comply with all assigned schedules in a timely fashion.

Article VI. Outside Activities

6.1 Prohibition on Outside Activities/Permission Required. Resident is considered a student who has agreed to commit full time effort toward his or her training in the Program. In consideration thereof, Resident agrees that all outside activities (e.g., moonlighting, in-house call coverage, etc.) shall require prior written approval of the Program director. A written statement of approval from the Program director will be maintained in Resident's file. Resident is not required to engage in outside activities; however, Resident may engage in such outside activities, subject to this section, provided that such activities do not interfere in any way with the responsibilities, duties and assignments of the Program. Adverse effects may lead to withdrawal of permission. It is within the discretion of the Program director to determine whether outside activities interfere with the responsibilities, duties and assignments of the Program. Extracurricular medical practice that requires Resident to assume continuing responsibility for patients is not permissible.

6.2 Stipend for Outside Activities Provided at KMC. Authority shall pay Resident for outside activities provided on behalf of KMC, as follows: (a) if Resident is licensed, Resident will be paid an hourly rate of \$100 per hour; and (b) if Resident is unlicensed, Resident will be paid an hourly rate of \$70 per hour.

6.3 No Liability for Outside Activities. Resident, while engaged in activities outside KMC or the scope of the Program, is not covered by the professional liability coverage or insurance provided by Authority under this Agreement during the performance of such activities.

6.4 Indemnification. If Resident engages in outside activities beyond the scope of this Agreement, Resident hereby agrees to indemnify and hold Authority and KMC harmless from and against any and all liability arising therefrom.

Article VII. Termination

7.1 Resident Dismissal or Corrective Action

7.1.1 During the term of this Agreement, Resident's continued participation in the Program is expressly conditioned upon satisfactory performance of all Program elements by Resident, which will be determined in the Program's sole discretion. Resident may be dismissed or other corrective action may be taken for cause, including but not limited to: (a) unsatisfactory academic or clinical performance; (b) failure to comply with the policies, rules and regulations of the Program or KMC or other sites where Resident is trained; (c) failure to obtain, revocation or suspension of license; (d) theft; (e) acts of moral turpitude; (f) insubordination; (g) use of professional authority to exploit others; (h) conduct that is detrimental to patient care; and (i) unprofessional behavior.

7.1.2 The Program may take any of the following corrective actions: (a) issue a warning or reprimand; (b) impose terms of remediation or a requirement for additional training, consultation or treatment; (c) institute, continue or modify an already imposed suspension of Resident's summary suspension; (d) terminate, limit or suspend Resident's appointment; (e) not reappoint Resident based upon Resident's unsatisfactory performance; (f) dismiss Resident from the Program; or (g) take any other action that is deemed by the Program to be appropriate under the circumstances. Issuance of a warning or reprimand and imposition of a remedial program are educational interventions and are not subject to appeal. Remediation is described in Article II, section 2.4 above.

7.1.3 If a dismissal or corrective action other than a warning or reprimand or imposition of a remediation plan is initiated during the term of this Agreement, Resident may invoke the fair hearing process set forth in Exhibit "B."

7.2 Summary Suspension. KMC or the Program director or the Designated Institutional Official, or their designees, each shall have the authority to summarily suspend, without prior notice, all or any portion of Resident's appointment granted by KMC, whenever it is in good faith determined that the continued appointment of Resident places the safety or health of KMC patients or personnel in jeopardy or to prevent imminent or further disruption of KMC operations. All summary suspensions shall be reviewed in accordance with the fair hearing process set forth in Exhibit "B."

7.3 Automatic Termination. Notwithstanding any provision to the contrary, Resident's appointment shall be terminated automatically and immediately upon the suspension, termination or final rejection of Resident's application for his or her California professional license. In the event of such a suspension, termination or final rejection, Resident is obligated to report that to the Program director immediately.

7.4 Participation Credit. If Resident's appointment is terminated, the Program director shall recommend to KMC whether or not to extend credit to Resident for participation in the Program. The Program director is not obliged to recommend that such credit be extended and KMC is not obliged to extend any such credit.

7.5 Termination by Resident without Cause. Resident may terminate his or her appointment at any time after notice to and discussion with the Program director and at least 90 days' prior written notice to KMC.

7.6 Effect of Termination. Upon termination of appointment, Resident shall: (a) receive his or her compensation up to the effective date of such termination, less any money owed to KMC, as permitted by applicable law; (b) return to KMC all property owned by KMC by or before the close of business on the effective date of the termination of Resident's appointment and this Agreement; and (c) take such other actions as may be necessary or advisable pursuant to this Agreement.

Article VIII. Authorization to Release Information/Hold Harmless

Resident hereby authorizes and consents to the release of information by the Program director, director of medical education or other physicians involved with the Program evaluation of Resident to other hospitals, teaching programs, medical associations, medical staffs, certification boards or other entities or persons seeking to evaluate Resident's professional qualifications, and hereby releases such persons from any and all liability, cost and expense related thereof. Resident shall indemnify, hold harmless and defend Authority, KMC, its directors, officers, agents, employees, representatives, and servants, including, without limitation, the Program director, director of medical education and all other physicians involved with the Program evaluation for any damages, expenses and attorneys' fees arising from any claims brought by Resident in relation to the release of information performed in accordance with this Agreement. The foregoing shall be in addition to any other release or hold harmless agreement executed now or hereafter by Resident.

Article IX. Reporting Obligations

KMC shall comply with the obligations imposed by state and federal law and regulations to report instances in which Resident is not reappointed or is terminated for reasons related to medical disciplinary causes or reasons as contemplated by: (a) section 805 of the California Business and Professions Code, as amended from time to time; or (b) 45 C.F.R. Part 60, as amended from time to time.

Article X. Miscellaneous

10.1 Access to Books and Records. In accordance with section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), as amended from time to time, Resident agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services or the Comptroller General of the United States, or their duly authorized agents, all books, documents and records necessary to certify the

nature and extent of the cost of the services rendered pursuant to this Agreement, as required by section 1861(v)(1)(I) of the Social Security Act, as amended.

10.2 Assignment. Resident shall not assign or transfer this Agreement or his or her obligations hereunder, or any part thereof. Any purported assignment in violation of this paragraph shall be void.

10.3 Authority to Incur Financial Obligation. It is understood that Resident, in his or her performance of any and all duties under this Agreement, has no right, power or authority to bind Authority to any agreements or undertakings.

10.4 Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

10.5 Compliance with Law. Resident shall observe and comply with all applicable Authority, local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which is hereby made a part hereof and incorporated herein by reference.

10.6 Conflict of Interest. Resident covenants that he or she has no interest and that he or she will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law (Gov. Code, § 81000 et seq.) or that would otherwise conflict in any manner or degree with the performance of his or her services hereunder. It is understood and agreed that if such a financial interest does exist at the inception of this Agreement, Authority may immediately terminate this Agreement by giving written notice thereof.

10.7 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10.8 Enforcement of Remedies. No right or remedy herein conferred on or reserved to Authority is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

10.9 Governing Law; Venue. This Agreement, and all transactions contemplated by this Agreement, shall in all respects be governed by, and construed and interpreted in accordance with, the laws of the state of California without giving effect to any conflicts of law principles of such state that might refer the governance, construction or interpretation of this Agreement to the laws of another jurisdiction. Any dispute between the parties shall be brought before the Superior Court, County of Kern, California, which shall have jurisdiction over all such claims.

10.10 Indemnification. Authority shall defend and indemnify Resident to the same extent as would be afforded to a regular full-time Authority employee. Said duty of defense and indemnity shall not apply to intentional or willful misconduct, gross negligence, dereliction or criminal misconduct on the part of Resident, and further shall not extend to any conduct, actions or activities which do not arise directly from the performance of this Agreement.

10.11 Invalidity of a Portion. Should a portion, section, paragraph or term of this Agreement be construed as invalid by a court of competent jurisdiction, or a competent state or federal agency, the balance of the Agreement will remain in full force and effect. Further, to the extent any term or portion of this Agreement is found invalid, void or inoperative, the parties agree that a court may construe the Agreement in such a manner as will carry into force and effect the intent appearing herein.

10.12 Modifications of Agreement. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

10.13 Nondiscrimination. The parties mutually agree to abide by all laws, federal, state and local, and by all policies of Authority and KMC respecting discrimination. The parties shall not discriminate on the basis of race, color, national origin, age, religion, marital status or sexual preference.

10.14 Non-waiver. No covenant or condition of this Agreement can be waived except by the written consent of Authority. Forbearance or indulgence by Authority in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Resident. Authority shall be entitled to invoke any remedy available to Authority under this Agreement or by law or in equity despite said forbearance or indulgence.

10.15 Patient Records. Resident acknowledges that all patients seen by Resident within the scope of the Program are patients of KMC and that all records and patient files relating to such patients belong to and are the property of KMC. Upon the termination of this Agreement, except as provided in this section 9.15, Resident shall have no claim or right to access to KMC's books, records, accounts, case histories and reports, patient lists, patient charts, files, memoranda, accounts receivable, or other records. Notwithstanding the foregoing, upon the termination of this Agreement, Resident shall, upon request and for legitimate purposes as determined in the reasonable discretion of KMC, and at reasonable times, be entitled to inspect medical records of patients with whom Resident worked while appointed to the Program to the extent permitted by applicable law.

10.16 Severability. Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the state of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the parties intended to enter into in the first instance.

10.17 Sole Agreement. This Agreement, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

10.18 Liability of Authority. The liabilities or obligations of Authority with respect to its activities pursuant to this Agreement shall be the liabilities or obligations solely of Authority and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California.

[Signatures follow on next page]

SAMPLE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

RESIDENT

By _____
Resident

KERN COUNTY HOSPITAL AUTHORITY

By _____
Russell V. Judd
Chief Executive Officer

KERN MEDICAL CENTER

By _____
Department Chairman

By _____
Program Director

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By _____
Karen S. Barnes
VP and General Counsel
Kern County Hospital Authority

Agreement.GME.2020-2021. _____

EXHIBIT “A”
Documentation Required for Certification of Eligibility
July 1, 2020 – June 30, 2021

Resident shall provide documentation for certification of eligibility in the Program to Kern Medical Center (“KMC”) as follows:

- 1.1 A completed residency application.
- 1.2 An official medical school transcript, impressed with medical school seal and an original medical school diploma.
- 1.3 A letter from the Dean of the medical school from which Resident graduated.
- 1.4 A minimum of two letters of reference.
- 1.5 Proof of right to work in the United States. A Resident who is not a U.S. citizen must have an active, non-expired visa that allows for clinical training or evidence of permanent U.S. immigrant status. This visa must remain active during the entire period Resident participates in the Program.
- 1.6 A current and valid certificate from the Educational Commission for Foreign Medical Graduates (“ECFMG®”) if Resident is a graduate of an international medical school (i.e., international medical graduate, regardless of citizenship status).
- 1.7 A Postgraduate Training License and a Physician’s and Surgeon’s License from the Medical Board of California or Osteopathic Medical Board of California, as appropriate, upon issuance.
- 1.8 Such other and future information that KMC may request in connection with Resident’s certification of eligibility.

Any document not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to KMC.

It is the responsibility of Resident to ensure that all necessary documents including those regarding proof of employment, licensure or training status, and ECFMG® certification are current and valid at all times. Failure to do so may result in immediate termination from the Program.

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EXHIBIT “B”
Disciplinary and Fair Hearing Procedures
July 1, 2020 – June 30, 2021

If a dismissal, summary suspension, or other corrective action other than a warning or reprimand or imposition of a remediation plan is initiated during the term of the Graduate Medical Education Agreement, the process shall proceed as follows:

- 1.1 Resident will be notified in writing that the Program is considering corrective action.
- 1.2 Upon such notification, Resident will have 10 calendar days to meet with the Program director and present written evidence in support of his or her position or response to the reasons for the action set forth by the Program. Failure to contact the Program director in writing within the required time frame (i.e., 10 calendar days) will result in a waiver of the right to appeal.
- 1.3 After the above-referenced meeting, if the Program director believes that corrective action is warranted, action may be taken. Resident will be notified of such action within five (5) calendar days.
- 1.4 Resident has the right to appeal corrective action taken by the Program. A written request for an appeal hearing must be submitted to the Designated Institutional Official (“DIO”) within 10 calendar days of the time Resident is informed of the action. Resident’s compensation will continue during the appeals procedure.
- 1.5 Within 30 calendar days of the written request for an appeal the DIO will convene a hearing panel. Upon the request of either party, the DIO will extend the time for convening a hearing panel for 15 calendar days. The hearing panel will consist of two (2) physician faculty members and one (1) senior resident. One hearing panel member will be appointed to chair the panel.
- 1.6 Either party may challenge the appointment of a hearing panel member, in writing, to the DIO no later than five (5) days after publication of the panel appointment. The DIO will rule on the validity of the challenge. The challenge must specify reasons that would prevent the individual from being unbiased with respect to the matter involved. If the DIO determines the challenge to be valid, a substitute hearing panel member will be made and the process will resume accordingly.
- 1.7 The hearing is not an evidentiary hearing and court rules and the rules of evidence will not apply. Each party may have an advisor or legal counsel present at the hearing for the purpose of advising the party, but the advisor or counsel may not participate directly in the hearing. Resident will inform the DIO at least five (5) calendar days in advance of the hearing of the identity of his or her advisor.
- 1.8 At the hearing, Resident will have the right to: (a) present written and verbal evidence; (b) present witnesses on his or her behalf; (c) rebut evidence provided by the Program; (d) have the hearing recorded by tape recorder or other means at his or her expense; and (e) have a copy of the transcript of the hearing prepared at his or her expense, all under the procedures established by the hearing panel.

- 1.9 To prevail at the hearing, Resident must demonstrate to the hearing panel that the corrective action imposed by the Program was based upon factors that are inappropriate or irrelevant to academic performance or professional conduct.
- 1.10 Within 10 calendar days of the conclusion of the hearing, the panel will submit its recommendation to the DIO. The hearing panel may request an extension of no longer than 10 days, which shall be granted by the DIO. The DIO may accept, set aside or modify the recommendation of the hearing panel. The DIO will inform Resident and the Program director of his or her disposition within 15 calendar days of receipt of the recommendation of the hearing panel. The decision of the DIO will be final and binding, and may not be appealed.

[Intentionally left blank]

EXHIBIT "C"

AUTHORIZATION TO RELEASE INFORMATION

SAMPLE

AUTHORIZATION TO RELEASE INFORMATION

I, the undersigned Resident, hereby authorize Kern Medical Center (“KMC”) and its duly authorized representatives to obtain information from time to time about my professional education, training, licensure, credentials, competence, ethics and character from any source having such information.

I hereby release the Kern County Hospital Authority and KMC, its/their authorized representatives and any third parties from any liability for actions, recommendations, statements, reports, records or disclosures, including privileged and confidential information, involving me that are made, requested, taken or received by Authority or KMC or its/their authorized representatives to, from or by any third parties in good faith and relating to or arising from my professional conduct, character and capabilities.

I agree that this authorization to release information shall remain effective until termination of my employment by KMC. A duplicate of this authorization may be relied upon to the same degree as the original by any third party providing information pursuant to this request.

Resident

Date