

VA GREATER LOS ANGELES HEALTHCARE SYSTEM (VAGLAHS)  
RESIDENT LETTER OF AGREEMENT

GENERAL PROVISIONS

This resident letter of agreement (the agreement) is entered into by the UCLA/San Fernando Valley Psychiatry Training Program based at the VA Greater Los Angeles Healthcare System and Olive View Medical Center and Marc Cohen who is hereby appointed as a PGY II resident in the residency program. The residency program provides a graduate medical education program to offer participating residents an opportunity to specialize in the area of Psychiatry. This program is designed to teach particular skills and meet the specific requirements set forth in Section 11 of the Essentials of Accredited Residencies in Graduate Medical Education (the "Essentials") for this specialty.

TERMS AND CONDITIONS

1. Residents' Responsibilities:

The goal of the residency program is to provide residents with an extensive experience in the art and science of medicine in order to achieve excellence in the diagnosis, care and treatment of patients. To achieve this goal, the resident agrees to do the following:

- A. Develop and participate in a personal program of self-study and professional growth with guidance from the residency program's teaching staff.
- B. Develop an understanding of ethical, socioeconomic and medical/legal issues that affect the practice of medicine.
- C. Under the supervision of the programs teaching staff, participate in safe, effective and compassionate patient care, consistent with the resident's level of education and experience.
- D. Be aware of and develop the skills set forth in the ACGME Essentials.
- E. Participate fully in the educational activities of the Program and assume responsibility for participation in the teaching of more junior residents and medical students.
- F. Comply with all VA GLAHS and Program rules, regulations, practices, procedures and policies.
- G. Have a PPD within a year before starting a program and yearly thereafter (available from Employee Health). Residents with positive PPD must have evidence of negative chest x-ray or be seen by the Infectious Disease department prior to clearance to perform clinical duties. Residents must also complete the Hepatitis B vaccination declination form. Residents must also provide documentation of immunizations for or immunity to Measles, Mumps, Rubella and Varicella.
- H. Adhere to the call schedule and schedule of assignments in a prompt and timely fashion.
- I. Whenever requested, participate in the standing committees of the Medical Staff of

the VA GLAHS, especially those that relate to patient care review activities.

- J. Apply cost containment measures in the provision of patient care when possible without compromising the quality and effectiveness of patient care.
  - K. Maintain a neat, well-groomed appearance, and wear an identification tag so that the name and photo areas are clearly visible. Surgical scrubs are not permitted attire outside of the operating room or clinics.
  - L. Comply with all federal, state and local laws, regulations and ordinances, including non-discrimination and sexual harassment provisions.
  - M. Advise the Program promptly of any change in mailing address and other pertinent information.
  - N. If the resident chooses to withdraw from the program in good standing, he or she will, whenever possible, notify the program director at least four months before the end of the appointment period.
  - O. Keep charts, records and reports signed and up to date as per VA policy.
  - P. Participate in the timely evaluation of the training program and its staff.
- A. All residents who have graduated from U.S. and Canadian medical schools must obtain a license to practice medicine from the State of California prior to the commencement of the third year of graduate medical education. To obtain the license by the required date the resident must complete and submit a medical license packet for a California State Medical license to the California Medical Board no later than October 1<sup>st</sup> of the second year of training.
  - B. All residents who have graduated from foreign medical schools must obtain a license to practice medicine from the State of California prior to the commencement of the fourth year of graduate medical education. To obtain the license by the required date the resident must complete and submit a medical license packet for a California State Medical license to the California Medical Board no later than October 1<sup>st</sup> of the third year of training.
  - C. Exceptions to clauses Q and R and in conformity with California State law will be made when there is a valid technical reason for California licensure to be delayed (e.g., resident matriculating from another state).
  - T. The resident must at all times maintain in effect and verify, upon request, all legally required permits, licenses and other relevant documents, including proof of citizenship, naturalization or current and valid visas authorizing the resident to work in the United States.
  - U. Residents who may supervise/participate in cardiopulmonary arrest codes must demonstrate competence in Advanced Cardiac Life Support (ACLS) by obtaining a certificate of completion for the course every other year. Residents who are involved in direct patient care must demonstrate competence in basic life support/adult CPR by maintaining certification. These requirements are in accordance with VA GLAHS Chief of Staff, Standard Operating Procedure COS-3; "Cardiopulmonary Resuscitation (CPR) Training" dated July 2001.

I. Resident physicians should refuse to participate in patient care ordered by their supervisors in cases where the orders reflect serious errors in clinical or ethical judgment, or physician impairment, that could result in a threat of imminent harm to the patient or to others. Should such a situation arise, the resident should immediately communicate his or her concerns to the physician issuing the orders and, if necessary, to the Attending physician, program director and/or Professional Department Chair.

W. All residents will be given a current copy of the "Information for Residents" handbook and asked to sign a document acknowledging its receipt. Residents are required to read and abide by the policies (i.e. Sexual Harassment, Emergency Preparedness, Physician Impairment, Infection Control, HIPPA, etc) contained in the handbook. An online version is also available on the GLA Intranet.

2. Duration of Appointment:

Appointment is for the period commencing July 1, 2004 and ending June 30, 2005. Appointment is contingent upon maintenance of academic good standing and satisfactory performance of assigned rotations and duties as determined by evaluations by the program director, faculty, Academic Chair/Service Chief, and the GMEC.

3. Financial Support for the Resident:

The resident shall receive a stipend in accordance with the Disbursement Agreement for House Staff Stipends and Fringe Benefits (The Disbursement Agreement). Copies of the Disbursement Agreement are available from the Office of the Associate Chief of Staff for Education (ACOS/E). Stipend levels are determined annually and published as Appendix A, Part I to the Disbursement Agreement. Current stipend amounts are also published in the UCLA House Staff Manual distributed to residents during orientation. The stipend is disbursed to the resident monthly on the first of every month by UCLA, which requests reimbursement from the Veterans Affairs and Affiliates. Applicable state, federal and FICA taxes are withheld according to law.

4. Conditions for Provision of Living Quarters, Meals, Laundry:

On-call quarters serviced by housekeeping are provided. Telephones, computers, and library service are available on a 24-hour a day basis and accessible from the on-call quarters. Meals are provided or cost for meals reimbursed to the resident when required to stay on the premises for on-call duty. Residents will be issued a white coat and provided laundry service for the item.

5. Conditions for Reappointment:

Program advancement and appointment renewal are not assured or guaranteed to the resident, but are instead contingent upon the resident's satisfactory demonstration of progressive advancement in scholarship and continued professional growth. The resident must also satisfactorily meet the Program obligations set forth in section 14 above. The program director shall discuss the resident's Program advancement and renewal of this agreement with the resident no later than four months before the end of the resident's current agreement of appointment. The program director shall make a written recommendation to the GMEC regarding whether a resident's appointment should be renewed, and, if so, whether conditions of appointment renewal should be applied. If non-renewal of a resident's appointment is recommended, a written notice of intent not to renew the resident's agreement of appointment will be given to the resident no later than four months prior to the end of the resident's current agreement of appointment. An exception to this policy is if the primary reason(s) for the non-renewal occur(s) within the four months prior to the end of the agreement of appointment. In such a case, the recommendation not to renew an appointment must be considered

a premature dismissal. The resident will be allowed to grieve the decision of the GMEC in accordance with grievance procedures outlined in section 6 below.

6. Grievance Procedures and Due Process:

A. Grievance procedures are governed by the GMEC. The GMEC is a fact-finding body that has the responsibility of hearing grievances regarding house staff and voting on necessary action to be taken. The GMEC is chaired by the ACOS/E or his/her designee and consists of program directors and resident representatives.

1. A resident may grieve an action taken against him or her through the GMEC. A request must be made to the Chair of the GMEC in order to have the Committee hear the grievance.
2. Residents may also request assistance from the GMEC in instances where a formal action has not been taken but a problem exists that cannot be worked out with the program director or the Chair of the GMEC.

B. Procedure for Routine Evaluations:

1. All teaching relationships with residents should be accompanied by conversations with the attending or staff physician or program director on a regular basis. The attending or staff physician for the rotation will complete a written evaluation of resident performance for the rotation.
2. Residents have the responsibility to review their evaluations following each rotation. Copies of evaluations may be obtained from the program director.
3. Formal evaluation sessions between the program director and each resident are conducted at least twice per program year to discuss written evaluations. The first review of the first program year will take place after the first six months. All reviews will be documented and signed by the program director. Following these sessions, the resident will be asked to sign indicating that the evaluations were discussed with the program director.
4. The program director may also determine if additional reviews are needed during the program year. In particular, attending physicians for specific rotations should bring any less than satisfactory evaluations to the attention of the program director who will review the matter with the resident and provide the resident with an opportunity to respond to the evaluation(s) verbally and/or in writing. Subsequent reviews may be scheduled to look particularly for the correction of any deficiency.
5. In addition to reviews with the program director, the resident may also meet personally and privately with the Professional Department Chair to present his/her point of view concerning evaluations or reviews. If he/she subsequently desires a further hearing, he/she may, with the knowledge of the Professional Department Chair, address himself/herself to the Chair of the GMEC. Grievances may be brought to the Chair of the GMEC at any time. However, delays of more than 2 weeks after an action is taken may interfere with the ability to remedy certain adverse actions.

6. Program directors should present the cases of residents who are likely to be considered for probation by the Department Clinical Competency Committee (or its equivalent) to the GMEC.

C. Problem Remediation

1. Problem remediation may be used if a resident is unable to perform his or her duties up to the expected level required by the program, but the problem is not of such a serious nature that patient welfare (or the welfare of the resident) is endangered.
  1. Following discussion of the problem, a corrective plan with specific recommendations for action and time frames for review will be developed between the resident and the program director. The program director will document the discussion in writing. The resident is given an opportunity to respond in writing if desired.
  3. The program director will meet with the resident at a specified interval to review the resident's progress. If the resident has complied with the plan and made improvements, a resolution of problem remediation will be noted in the resident's file.
  4. If the resident is making an effort but the problem continues, the resident may be continued on problem remediation at the discretion of the program director. If the resident has not complied with problem remediation, he or she may be placed on probation.

D. Probation

1. Probation is an opportunity period for a resident to bring his/her performance to a satisfactory level with the aid of more intensive counseling and monitoring. The recommendation to place a resident on probation requires a majority vote of the Department Clinical Competency Committee (or its equivalent). The recommendation for placing a resident on probation must be presented to the GMEC for its concurrence.
2. The specific actions or deficiencies that led to the recommendation of probation must be specified in writing. The conditions of probation (i.e., what the resident will be expected to do differently), and the specific measures taken by the service to help the resident achieve these goals must also be detailed. A copy of this statement will be presented to the resident, and other program directors to which the resident may be assigned.
3. The length of probation will be specified, together with the various options that can occur following the completion of the probationary period. A period of probation will usually be from 1 to 3 months, but may occasionally be for the duration of an academic year. If the period of probation is continued for an additional specified period of time, a redefining of the problems and conditions must be produced according to the directions in section C above.

## E. Appeals of Probation

1. A resident placed on probation has the right to appeal the action to the GMEC. The resident must make a written request to the Chair of the GMEC in order to have the committee hear the appeal. Following the receipt of such a request, the Chair of the GMEC will notify the resident of the time and place for the meeting at least two weeks prior to the date.

2. The resident will be given an opportunity to present additional information, take issue with the Department's decision, and/or call witnesses in support of his/her position before the GMEC. He or she will also be given the opportunity to bring a representative of choice who may aid and counsel the resident. Since the GMEC meets to investigate facts, and does not conduct an adversarial hearing, there is no cross-examination, and an attorney may not directly participate in questioning.

1. If the GMEC upholds the resident's appeal, then probation will be immediately terminated. All documentation of probationary action will be removed from the resident's file.

## F. Options after Probation

At the end of probation, the following may occur:

1. The probation may be terminated with a statement in the resident's record that the conditions of probation were satisfactorily resolved and the issues are no longer considered to be a serious problem. Satisfactory completion of a period of probation cannot result in removal of documentation of the action from the resident's file.
2. Temporary Suspension
  - a) A resident can be temporarily suspended at once if the Department Clinical Competency Committee (or its equivalent) believes that the retention of a resident would jeopardize patient care or welfare, or that the resident should not be permitted to continue with his/her responsibilities for some other serious reason. This action must be presented to the GMEC for concurrence. The resident may then appeal to the GMEC according to section D above.
  - b) A temporary suspension may also follow a probationary period during which the resident has failed to bring up his/her performance to satisfactory standards.
3. Termination from the Program
  - a) Termination from the program may follow a temporary suspension in the absence of an appeal, or if the decision of the Department Clinical Competency Committee (or its equivalent) to terminate a resident is affirmed by a 2/3 majority vote of the GMEC members present and then presented to the Deans Committee, which assures that due process has been followed.
  - b) The minutes of the GMEC, transmitted by the Chair of the GMEC, will serve as the means of informing the Deans Committee of the

actions undertaken.

- c) The decision to dismiss a resident may be taken after the resident has been on probation. Under unusual circumstances, a Program Director may determine that an abrupt decision necessitating premature dismissal of a resident should be carried out without awaiting the normal probation process. Under these circumstances, the resident should be assigned a role in the service which removes him or her from any responsibility for direct patient care, until the case can be heard by the GMEC, and the decision of the GMEC approved by the Deans Committee. The resident will thus be considered to be temporarily suspended, pending completion of the grievance procedure.
- d) The Chief Executive Officer of the VA Greater Los Angeles Healthcare System will be informed of any final actions taken.
- e) Any further appeals requested by the resident in addition to those covered by this document must be made directly to the Chief of Staff.

#### A. Non-renewal of Appointment

Residents must be informed in writing of any recommendation upheld by the GMEC not to renew his or her appointment no later than four months prior to the end of the resident's current agreement of appointment. An exception to this policy is if the primary reason(s) for the non-renewal occur(s) within the four months prior to the end of the agreement of appointment. In such a case, the recommendation not to renew an appointment must be considered as a premature dismissal. The resident will be allowed to grieve the decision of the GMEC in accordance with grievance procedures outlined in this section.

#### H. Withholding of Recommendation to Take Specialty Boards:

- 1. The withholding of recommendation to take specialty boards could result from the nature and/or frequency of the resident having received less than satisfactory regular periodic evaluations. The decision to withhold approval to take specialty boards is not made by the facility; this decision is made by the specialty board.
- 2. The resident must be afforded opportunity to grieve evaluations that were submitted that resulted in withholding of approval to take specialty boards. This request must be submitted in writing to the chair of the GMEC as in E1 above.

#### 7. Professional Liability Insurance at a VA facility:

Residents are provided with liability coverage for activities within the scope of their training program under the Federal Tort Claims Act, Title 28 United States Code (U.S.C.) 2679(b) –(d), while performing professional services at a VA site or facility.

##### 1. Professional Liability at a non-VA facility:

Residents are provided with liability coverage for activities within the scope of their VA sponsored

training program under the Federal Tort Claims Act at non-VA facilities, only if that facility does not provide such coverage.

9. Professional Liability Insurance (Tail Coverage)

Tail coverage will be provided to Residents to the extent described in paragraphs 3 and 4 above.

10. Professional Liability Insurance for Claims Filed After Completion of Program:

Residents are provided with liability coverage for activities within the scope of the training program under provisions in the Federal Tort Claims for claims that may arise after the completion of the training program.

11. Health and Disability Insurance:

The resident and members of his/her immediate family are eligible for enrollment in health, dental, life, and vision care insurance through the Disbursement Agreement with UCLA. The resident is also eligible for life and disability insurance through the Disbursement Agreement. Information on these plans is distributed to the resident upon enrollment, and can be found in the UCLA House Staff Manual. There is no charge to the resident for the insurance premiums, which are paid to UCLA as part of the Disbursement Agreement.

12. Leave of Absence Policy:

Residents are eligible for leave of absence benefits as noted in the UCLA House Staff Manual. If, in the opinion of the program director, such leave adversely affects the resident's educational development, the program director shall make recommendations to the GMEC for resolution.

13. Vacation Policies:

The resident is entitled to 28 days of vacation time per academic year during the term of this agreement, which may be taken only at those times which will not be disruptive to the training schedule of the program. Such vacation times shall be scheduled by and coordinated with the program director.

14. Parental Leave of Absence:

VAGLAHS shall provide pregnancy/adoption related disability leave to residents in accordance with applicable law (maternity/paternity). The maximum amount of unpaid maternity leave to which a resident is entitled is four months. If, in the opinion of the program director, such leave adversely affects the resident's educational development, the program director shall make recommendations to the Graduate Medical Education Committee (GMEC) for resolution.

15. Sick Leave Policies:

Sick leave may be taken according to written policy as noted in the UCLA House Staff Manual. If, in the opinion of the program director, such leave adversely affects the resident's educational development, the program director shall make recommendations to the GMEC for resolution.

16. Policy on Effect of Leaves for Satisfying Criteria for Program Completion:

Should the resident require extensive time away from the Program for any reason (annual leave, sick leave, family leave or maternity/paternity leave, etc.), the program director shall evaluate the academic impact of any such prolonged absence. If the total length of absence adversely impacts the resident's educational development and assignment times to specified rotations as enumerated by the RRC and Board Requirements, the program director shall recommend to the GMEC that specified portions of the program or the entire program year be repeated by the resident. The resident may grieve this action in accordance with the Grievance Procedures contained in item 6 of this document.

17. Duty Hour Policies and Procedures:

Resident duty hour policies and procedures are in accordance with ACGME Institutional Requirements dated July 1, 2003. These policies and procedures are detailed in VAGLA Standard Operating Procedure 11-14-02, dated January 2004.

18. Policy on Moonlighting:

Professional and patient care activities that are external to the educational program and are for remuneration are called moonlighting. Moonlighting activities, whether internal or external, may be inconsistent with sufficient time for rest and restoration to promote the resident's educational experience and safe patient care. Therefore, GLA closely monitors all moonlighting. Any resident who wishes to engage in moonlighting requires a prospective, written statement of permission from the program director and concurrence from the Chair of the Graduate Medical Education Committee and Chief of Staff. The policies and procedures for requesting permission to moonlight are contained in Standard Operating Procedure 11-14-06, Resident Requests for Permission to Moonlight, dated January 2004.

19. Policy on Other Professional Activities Outside of Program:

As with moonlighting, other professional activities outside of the program for non-remuneration may be inconsistent with sufficient time for rest and restoration to promote the resident's educational experience and safe patient care. Program directors must monitor resident performance for any adverse effects of these activities.

20. Counseling, Medical, Psychological Support Services:

The Resident Assistance Program (RAP) is dedicated to facilitating the recognition of and offering early assistance to residents who may be experiencing physical or mental difficulties before such a situation might impair the ability of a resident to participate in medical practice safely and effectively. The RAP is able to provide counseling and offer referral suggestions when deemed appropriate (a list of current RAP members and contact numbers is available from the Office of the ACOS/E). The services of the RAP are available to all residents, and emergency assistance is available at any hour. The policies and procedures of the RAP are detailed in Standard Operating Procedure 11-14-05, dated January 2004. In addition, physician impairment topics are included in the "Information for Residents" booklet distributed at the beginning of each academic year.

21. Policy on Physician Impairment and Substance Abuse:

Residents concerned about the health and/or behavior of another physician or themselves should contact either the Chair or another member of the RAP for confidential assistance (a list of current

RAP members and contact numbers is available from the Office of the ACOS/E). If you believe that a colleague may be impaired, you have an obligation to make an immediate intervention to facilitate early recognition. You should contact a member of the RAP and request them to proceed. Every effort is made to insure confidentiality and the RAP members are committed to encouraging confidential referrals and assistance. No Department Chiefs or program directors are on the committee.

22. Policies on Gender or Other Forms of Harassment:

VAGLAHS complies with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Title III of the Older Americans Amendments of 1975, the Americans with Disabilities Act of 1992, and all related regulations, and assures that it does not, and will not, discriminate against any person on the basis of race, color, sex, creed, national origin, age or handicap. In addition, Corporate Policy 00-EI-17 "Prevention of Sexual Harassment" dated June 2001 establishes GLA policy and procedures related to sexual harassment in the workplace.

23. Residency Closure/Reduction Policy:

It is expected that each program will be able to provide the resident with ACGME approved training to the completion of the program. In the unlikely event of reduction of resident numbers or closure of programs (such as due to decreased VA funding, ACGME disapproval or reduction of approved numbers of residents in a program, or state or university requirements resulting in a decreased number of residents), residents in the program will be informed as early as possible in the process. If it is not possible for a resident to continue in a sponsored program to completion of training, every effort will be made by the institution to assist the resident in enrolling in an ACGME accredited program in which they can continue his/her education

24. Miscellaneous

- A. The resident hereby authorizes and consents to the release of information by the program Director, the ACOS/E or other physicians involved with Program evaluation of the resident to other hospitals, teaching programs, medical associations, medical staffs, certification boards or other entities or persons seeking to evaluate the resident's professional qualifications, and hereby releases such respondent from any and all liability, cost and expense related thereof provided the release of information is done in good faith and without malice. The resident shall indemnify and hold harmless the VAGLAHS and all VAGLAHS physicians and VAGLAHS employees and personnel for any damages, expenses and attorney's fees arising from any claims brought by the resident in relation to the release of information performed in accordance with this agreement.
- B. OSHA and CDC Recommendations: Compliance is required with OSHA and CDC recommendations which assumes that every direct contact with a patient's blood and other body substances is infectious and requires the use of protective equipment to prevent parenteral, mucous membrane and non-intact skin exposures to the health care provider. Protective equipment including gloves, masks, goggles, and cover gowns are provided.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the [date] . By signing below I acknowledge that I have read and accept the responsibilities outlined above. I understand that I have made a professional commitment to the [ *program* ] for the duration of the dates of this agreement. I have received a copy of this agreement.

By:

\_\_\_\_\_  
Director, Residency Program

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Resident