ALAMEDA COUNTY MEDICAL CENTER-HIGHLAND GENERAL HOSPITAL
House Officer Letter of Appointment

Section 1: The hospital will provide graduate medical education programs which meet the general requirements for a specialty as set forth by the Residency Review Committees (RRC’s) and the Accreditation Council for Graduate Medical Education (ACGME).

Section 2: The House Officer is required to perform to the best of his/her ability the required services of the internship or residency and to maintain at all times appropriate professional and ethical standards.

Section 3: **Term:** The term of this appointment shall begin on ________________ and end on ________________.

Section 4: **Salary Level:** You will be appointed at the postgraduate year level  PGY1 with a salary of $__________ bi-weekly. Benefits are described below and in the CIR (Committee of Interns & Residents) MOU.

Section 5: **Academic Program:** The program for House Officers will be provided by the Director of Graduate Medical Education, or his designee in accordance with the requirements for approved residencies and may include assignment to other hospitals. A change of service by a house officer may be permitted only with approval of the Department Chairman and the Program Director. The hospital will ensure maintenance of electives, except where changes might be required by exigencies of patient care.

Section 6: **Compliance:** House Officer will adhere to all hospital rules and regulations as may affect their patient care responsibilities and participation in educational programs and assignments as set forth in the Hospital Rules and Regulations, Medical Staff By-laws, House Staff Manual, and Hospital Employment and Personnel Policies.

Section 7: **Responsibilities:** Duties and responsibilities of House Officers are as described in the attached Job Descriptions.
Section 8: **Duty Hours**: Residents are limited to a maximum of 80 duty hours per week, including in-house call, averaged over four weeks. Residents must be given one day out of seven free from all clinical and educational responsibilities, averaged over four weeks. Residents cannot be scheduled for in-house call more than once every three nights, averaged over four weeks. Duty periods cannot last for more than 24 hours, although residents may remain on duty for six additional hours to transfer patients, maintain continuity of care or participate in educational activities. Residents should be given at least 10 hours for rest and personal activities between daily duty periods and after in-house call, but must be given at least 8 hours for such activities.

Section 9: **Moonlighting**: All residents who engage in off-duty employment must be pre-approved by their Program Director for such activity, hold an unrestricted California license, and report the hours spent moonlighting to their Program Director. In-house moonlighting counts toward the weekly limit of work hours. Off-duty employment must not interfere with their duties and education under this agreement.

Section 10: **Reappointment**: Annual reappointment/promotion to higher level of graduated responsibilities will be based on satisfactory performance in each year as determined by Program Director in consultation with Program Faculty. It is anticipated that Residents in multiyear programs will advance appropriately if their performance is satisfactory. Failure of the Program to renew such a contract is subject to appeal procedures outlined in the attached “Corrective Action Guidelines”.

Section 11: **Leave of Absence**: A Leave of Absence without pay may be requested at any time to the Program Director. Policies regarding Sick Leave, Parental Leave, and other Leaves with Pay are outlined in Article 15 of the attached CIR MOU. Time accrued during a Leave of Absence will not count toward completion of Training Program requirements.

Section 12: **Meals and Living Quarters**: Meals are provided as per Article 9 of the CIR MOU. ACMC does not provide living quarters.

Section 13: **Laundry**: Laundry services provided as per Article 10 of the CIR MOU.

Section 14: **Health Insurance**: Health and Disability Insurance is provided as per Article 7 of the CIR MOU.
Section 15: **Counseling**: Access to counseling and mental health services is available at all times through your Program Director. Confidential assistance may be obtained through the Physician Support Committee, telephone x44570.

Section 16: **Physician Impairment**: ACMC is a drug-free workplace. Instances of possible physician impairment due to alcohol or other drugs will be managed by the appropriate Program Director under the Corrective Action Guidelines. Confidential reporting or self-reporting of possibly impaired physicians may be accomplished by calling x44570.

Section 17: **Liability Insurance**: ACMC provides Malpractice liability insurance per Article 11 of the CIR MOU. ACMC provides “Claims made” coverage, which protects you indefinitely for all malpractice claims made during your period of employment (Tail coverage).

Section 18: **Harassment**: Sexual and other forms of harassment are not tolerated. For reporting procedures, see attached Human Resources Policies 3.11 and 3.12.

Section 19: **Corrective Action**: For Corrective Action procedures and guarantees of Due Process see attached “Guidelines for House Staff Corrective Action”.

Section 20: **Grievance Procedure**: House Officer or a group of House Officers may present any claim that the hospital is not in compliance with the provisions of this Letter of Appointment or with the CIR MOU by following the Grievance Procedures outlined in Article 17 of the CIR MOU.

Section 21: **Status**: The House Officer is appointed as a “Provisional” employee of The Alameda County Medical Center.

Section 22: **Union**: The Alameda County Medical Center provides, by Ordinance or resolution, and as set forth in the Memorandum of Understanding between the Medical Center and the Committee of Interns and Residents (C.I.R.), working conditions applicable to House Officers. C.I.R. is the recognized employee organization representing interns and residents.
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| Date: ___________ | Signed: ________________________________ | Robbin Green-Yeh, DO  
Program Director |
| Date: ___________ | Signed: ________________________________ | Theodore G. Rose, MD, FACP  
Director, Graduate Medical Education |