

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

928



**FROM:** Human Resources

**SUBMITTAL DATE:**  
May 23, 2016

**SUBJECT:** Ratify the agreement between the Pharmacy Residents and the County of Riverside, Riverside University Health System. [District- All] [Total Cost - \$114,950] [SOURCE OF FUNDS- Riverside University Health System-Medical Center Enterprise Fund].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the agreement between the Pharmacy Residents and the County of Riverside, Riverside University Health System (RUHS) effective July 1, 2016 (Attachment A).
2. Authorize the Chairman to sign the agreement which includes provisions for resident conduct, salary and benefits.
3. Authorize the Assistant County Executive Officer-Health System or designee to approve and sign subsequent amendments with regards to ministerial changes to the agreement.

**BACKGROUND:**

**Summary**

Starting July 1, 2016, the RUHS will sponsor a Pharmacy Residency Program for the first time.

  
Michael T. Stock  
Asst. County Executive Officer/  
Human Resources Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 0	\$ 114,950	\$	\$ 114,950	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$	\$ 0	

**SOURCE OF FUNDS:** Riverside University Health System Enterprise Funds  
Budget Adjustment: No  
For Fiscal Year: 2016/17

**C.E.O. RECOMMENDATION:**

APPROVE


BY:   
Lari Sioson

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington and Benoit  
Nays: None  
Absent: Tavaglione and Ashley  
Date: June 7, 2016  
xc: H.R.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: | District: | Agenda Number:

3-50

ZAREH SARAFIAN - CEO HEALTH SYSTEM  
Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: [District- All] [Total Cost - \$114,950] [SOURCE OF FUNDS-Riverside University Health  
System-Medical Center Enterprise Fund].**

**DATE: May 23, 2016**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

RUHS would benefit from this sponsorship as it will have: (a) more clinically competent pharmacists providing medication therapy to critically ill patients and, (b) increased reimbursements for graduate medical education from Medicare.

The Association of Health System Pharmacists encourages teaching hospitals, such as RUHS-MC, to sponsor pharmacy residencies because of the potential value added to the organization. By sponsoring a pharmacy residency program, RUHS-MC will have more clinically competent pharmacists to provide quality, safe and cost effective medication interventions to patients. Further, RUHS-MC would financially benefit from this sponsorship because Medicare reimburses teaching hospitals for pharmacy post graduate residency. The RUHS pharmacy residency is a 12-month program in general hospital acute care accredited by the American Society of Health System Pharmacists. It provides pharmacy residents advanced training in managing medication-use systems, reviewing inpatient drug formulary services for cost effectiveness, and in leading healthcare professionals to achieve optimal medication therapy outcomes for critically ill patients. RUHS recently participated in the nationwide matching and selection process of pharmacy residents and the two candidates will be hired for the Pharmacy Resident-First Year-E positions on July 1, 2016.

**Impact on Residents and Businesses**

Having more pharmacists with advanced clinical training would enhance RUHS' capability to deliver excellent and safe health care to the residents of Riverside County.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The request will not require County General Funds.

**ATTACHMENT:**

**A. Pharmacy Resident Agreement**

**AGREEMENT BETWEEN  
RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER  
AND  
PHARMACY RESIDENT  
POST-GRADUATE PHARMACY EDUCATION  
RESIDENCY PROGRAM**

This Post-graduate Pharmacy Education Appointment / Employment Agreement is made and entered into by and between Resident Pharmacist (Resident), Collin Zilun Yu and Riverside University Health System-Medical Center (RUHS-MC), located at 26520 Cactus Avenue, Moreno Valley, California, on behalf of the County of Riverside, a political subdivision of the State of California.

WHEREAS, Resident has been accepted for enrollment in an RUHS-MC Post-graduate Pharmacy Residency Program (Program); and

WHEREAS, the Program is sponsored by the County of Riverside, RUHS-MC engaged in providing acute care hospital medical care services; and

WHEREAS, institutions, organizations, and agencies, including acute care hospitals, that offer accredited or accreditation-pending programs in Post-graduate Pharmacy Education must assume responsibility for the educational validity of all such programs; and

WHEREAS, Post-graduate Pharmacy Education requires that the Resident be involved directly in providing patient care under supervision in an institution that accepts responsibility for the quality of its education programs; and

WHEREAS, satisfactory completion of this one year of training is necessary for the receipt of a training completion certificate or advancement to the next level of the Program; and

WHEREAS, the activities of the Resident in the Program are recommended by the American Society of Health-Systems Pharmacists (ASHP) and/or the American Pharmacist Association (APhA) and their specialty committees and specialty boards that govern pharmacy education; and

WHEREAS, during Program training, the Resident will receive an annual salary and additional educational support, the amount of which is not related to the nature of services the Resident renders or the number of hours spent in patient care;

WHEREAS, excellence in patient care must not be compromised or jeopardized by the needs and prerogatives of the Program nor should the educational mission be compromised by an excessive reliance on the Resident to fulfill RUHS-MC patient-care service obligations;

NOW THEREFORE the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

**1.0 Appointment**

**1.1 Duration of Appointment:** This Agreement is effective for the period of this contract which extends from July 1, 2016 through June 30, 2017.

**1.2 Name of Program:** Resident is enrolled in the General Pharmacy Practice Residency Program.

**1.3 Level of Training:** Resident is at Post-graduate Year 1 (PGY1).

**2.0 Administration**

The Director of Pharmacy and the Residency Program Director for the Pharmacy Residency Program shall administer this contract on behalf of RUHS-MC.

**3.0 Compensation**

**3.1 Salary:** Annual salary, established by the County of Riverside for Pharmacy Resident-First Year-E is \$47,896.30.

**3.2 Benefits:** Resident will receive the benefits listed in Exhibit A, attached hereto and thereby incorporated herein.

**4.0 Termination**

**4.1 For Cause:** RUHS-MC may terminate this Agreement immediately for any of the following reasons:

- A. Professional incompetence of the Resident.
- B. Substantial breach of the terms of this Agreement by the Resident.
- C. Serious neglect of duty or violation of RUHS-MC rules, regulations, or policies by the Resident.
- D. Conduct by the Resident seriously and clearly prejudicial to the best interest of RUHS-MC.
- E. Unapproved absence of the Resident from the Program.
- F. If the Program Director determines that the Resident has failed materially to comply with any specific obligations or intent of this Agreement, he/she shall be authorized to take action to terminate this Agreement or take such disciplinary action, as may be appropriate, subject to the appeal, hearing and review procedures for Residents at RUHS-MC. Such termination of disciplinary action shall be in writing to the Resident. However, if it is determined that any action by the Resident can seriously affect immediate patient care, a termination or suspension shall become immediate, subject to review.
- G. Resident Incapacity: RUHS-MC, by written notice to the Resident, may terminate this Agreement during the incapacity of the Resident due to illness or injury, at any time after the continuation of such incapacity for more than sixty (60) days, or upon exhaustion of any leave to which the Resident is entitled during such incapacity under the Family Medical Leave Act, whichever occurs at a later time.

**4.2 By Mutual Consent:**

This agreement may be terminated at any time by the mutual consent of both parties. Both parties shall designate their consent to terminate the agreement by completion of Exhibit B "Written Release by Mutual Consent," attached hereto and thereby incorporated herein.

**5.0 Obligations of RUHS-MC**

RUHS-MC agrees to:

- A. pursue and maintain the Program accreditation.
- B. provide a suitable environment for training, education, and experience consistent with the standards promulgated from time to time by ASHP, and which meet the standard of the appropriate specialty.
- C. designate a Program Director to serve as the person responsible for the implementation of this Agreement. The Program Director and/or designee(s) will be responsible for the overall supervision of the Resident. Precepting pharmacist(s) will be responsible for direct supervision of patient care as may be provided or assisted by the Resident.
- D. provide involvement of the Resident in appropriate areas of patient care, patient rounds, educational conferences/seminars, and committees.
- E. provide work space, id badges, uniform coats, scrub suits.
- F. provide the Resident with access to information regarding impairment, including substance abuse.
- G. provide the Resident access to participation in the County of Riverside Employee Assistance Services (EAS) that provides counseling, psychological, and other support services on a confidential basis, including matters relative to Resident impairment.
- H. provide the Resident with new employee and Pharmacy Residency Program orientation which includes, but is not limited to, education about relevant County and RUHS-MC policies and programs; provision of County and RUHS-MC policies, including but not limited to the Prohibition and Reporting of Harassment policy, Zero Tolerance for Workplace Violence, and employee rights and responsibilities.
- I. be responsible for promoting patient safety and education through carefully constructed duty-hour assignments and faculty availability. RUHS-MC will abide by all ASHP requirements regarding duty hours and the work environment for Residents as applicable.
- J. provide free photocopy facilities for professional and educational purposes only. Reasonable judgment to prevent waste and unnecessary cost is expected.
- K. provide ancillary support services that include 24-hour access to patient medical records for patient care purposes; radiology, laboratory, and other diagnostic services; transport and escort services; translation services; medical unit clerical services; and department secretarial services.

**6.0 Obligations of the Resident**

The Resident agrees to:

A. participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program Director, Quality Management Department Manager, or County Risk Management, and to provide such statistical information as may be required to fulfill the Quality Improvement/Risk Management/Patient Safety efforts of RUHS-MC.

B. abide by all ASHP requirements, as applicable, regarding duty hours and RUHS-MC policies and procedures regarding the medical staff work environment.

C. obtain (at Resident's expense) State of California pharmacist licensure as required by California law. Failure to obtain and maintain such licensure may be grounds for dismissal from the Program.

D. carry out assignments and rotations as defined by the Program Director and/or designee(s) according to the requirements of the ASHP, as applicable.

E. adhere to the RUHS-MC dress code including, but not limited to, wearing an RUHS-MC ID badge at all times while on duty.

F. comply with all RUHS-MC, Program, and Pharmacy Staff policies regarding the completion of medical records. Completion of the medical record, including but not limited to, dating, timing and signing all entries, is an integral component of medical care and is part of the Resident's responsibilities.

G. cooperate fully with RUHS-MC in its compliance with all applicable laws, regulations, and accreditation standards as may be enacted or amended from time to time and with all implementing policies, procedures, and/or documentation requirements now in existence or as may be adopted or amended by RUHS-MC from time to time.

H. conduct himself/herself in a professional manner consistent with the County of Riverside and RUHS-MC standards.

I. develop a personal program of study and professional growth with guidance from the teaching pharmacy staff and demonstrate the ability to assume graded and increasing responsibility for patient care. Furthermore, the Resident shall participate in safe, effective, and compassionate patient care under supervision, commensurate with the level of advancement and responsibility.

J. participate fully in the educational activities of the Program and, as required, assume responsibility for teaching and supervising other Residents and pharmacy students.

K. participate in RUHS-MC committees, especially those that relate to pharmaceutical care review activities.

L. apply cost containment measures in the provision of patient care.

**7.0 Maximum Work Hours and Days Off**

7.1 It is intended that the Resident will be entitled to a minimum of four (4) days off per month. This should be worked out with the service to which the Resident is assigned. If there is any problem, it should be conveyed to the Program Director, who, in turn, will talk to the Primary Preceptor so the problem may be resolved.

## Attachment A

7.2 A maximum in-house workweek of eighty (80) hours per week, averaged over a four (4)-week period, with in-house on-call duty scheduled no more frequently than every third night, is required. Rare exceptions to this limit may occur in certain specified circumstances (e.g., ensuring patient safety or taking advantage of unique educational opportunities). Such exceptions, however, must be approved by the Program Director and are expected to be unusual.

7.3 A maximum work shift of twelve (12) hours in the emergency room is the limit.

7.4 The Resident agrees to report work hours and days off to the Program Director per pay period. The Resident understands that failure to report work hours as required may result in the delay of pay for said work hours.

7.5 The Resident must immediately report any violation of the RUHS-MC work hours policy to the Program Director and/or the Director of Pharmacy.

### **8.0 Continuation and/or Promotion in the Program**

The Resident acknowledges that continuation in the Program is contingent upon satisfactory academic and professional performance by the Resident. All Programs have formal evaluation procedures consisting of any or all, but not limited to, the following:

- A. Formal written evaluations by pharmacy staff/faculty pharmacists.
- B. Scheduled written and/or oral examinations.
- C. Practical evaluations at the bedside.
- D. Formal conference presentations.
- E. Professional and personal characteristic reports.

In addition, the Resident should expect to review his/her performance with the Program Director and/or designee at least quarterly during the academic year as dictated by ASHP requirements, as applicable. The certification of eligibility for specialty certifying examination is the responsibility of the Program Director. Any Resident receiving an inadequate evaluation may be required to repeat the rotation/assignment to obtain approval for certification by the Program Director or may be subject to removal from the Program as may be necessary. Any makeup time incurred must be completed at the end of the contracted year and/or before promotion to the next level of training.

### **9.0 Disciplinary Action**

Academic related disciplinary action and due process policies and procedures are detailed in the Program Manual.

**10.0 Compliance with Employment Requirements**

Resident shall comply with all policies applicable to County of Riverside Fair Labor Standards Act (FLSA) exempt employees, including, but not limited to:

A. the requirement that a Resident must complete an employee physical examination, including drug screening, prior to beginning employment. Failure to pass the employee pre-employment physical or drug screening may result in termination from the residency training program. The results of a positive drug screen will be subject to applicable legal reporting requirements.

B. Harassment, Discrimination, Parking, and Dress Code policies.

C. the requirement that a Resident must undergo a Department of Justice background check prior to beginning employment. Failure to pass the background check process may result in termination from the residency training program.

**11.0 Moonlighting**

Moonlighting must be reported to the Program Director. All hours worked in moonlighting are included in the calculation of work hours for Resident and must conform to ASHP Duty Hours Requirements (see Section 7.0).

**12.0 Other Professional Activities Outside of the Program**

Resident may only pursue outside activities of a professional nature if approved by their Program Director. This applies whether or not Resident is receiving compensation for participation in the outside professional activity.

**13.0 Job Functions**

Residents, without the use of an intermediary (other than an interpreter) must be able to perform essential job functions that include, but are not limited to, those listed in Exhibit C, attached hereto and thereby incorporated herein.

**13.1 Disability Accommodation:** RUHS-MC provides reasonable accommodation to Residents with a disability. Reasonable accommodation may include, but is not limited to, a leave of absence or modification to a position, work environment, policy or procedure to enable a qualified individual with a disability to enjoy equal opportunity and/or to perform the essential functions of the position and meet the educational requirements of the training program. Requests for accommodation are to be submitted to the Department of Pharmacy. Accommodation requests are evaluated on an individual basis as dictated by RUHS-MC and County Policies and Procedures.



**14.0 Institutional Review Board (IRB)**

The Resident acknowledges that RUHS-MC has an IRB and agrees that no research activities will be conducted by Resident without prior approval of the IRB. Research is defined to include:

- A. review of RUHS-MC medical records for collection of information/data for research purposes.
- B. performance of an experimental clinical study.
- C. conduct of a survey at RUHS-MC.

Additionally, the Resident agrees that no presentation or publication of research conducted at RUHS-MC will occur without submittal of the paper to the IRB for review and acknowledgement prior to the presentation or publication of such research.

**15.0 Program Closure**

In the event the Program is closed or there is a reduction in the total number of Residents in the Program, RUHS-MC will use its best efforts to allow the Resident to complete Program at RUHS-MC.

*(Signatures on next page.)*

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE OF HIRE.


Approved:

COUNTY

PHARMACY RESIDENT


  
\_\_\_\_\_  
John Benoit, Chairman

County of Riverside Board of Supervisors

  
\_\_\_\_\_  
Collin Zilun Yu

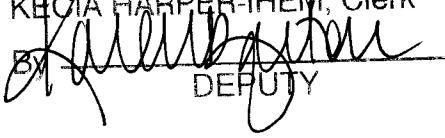
JUN 07 2016  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Zareh Sarrafian, Asst County Exec Officer-Health System

\_\_\_\_\_  
Date

FORM APPROVED COUNTY COUNSEL  
BY:  6.6.14  
\_\_\_\_\_  
MARTHA ANN KNUTSON DATE

ATTEST:  
KECIA HARPER-IHEM, Clerk  
  
BY: \_\_\_\_\_  
DEPUTY

**Exhibit A**  
**Benefits**

Resident will receive the following benefits, subject to the same conditions applicable to RUHS-MC FLSA exempt employees and the terms and conditions of the County of Riverside's current benefit plans and/or policies. The benefits listed below may be modified unilaterally by RUHS-MC from time to time:

**1.0 Health and Dental Insurance**

The RUHS-MC Human Resources will inform the Residents of various medical, dental and vision insurance plans and options at the earliest opportunity, so Residents may enroll early in an appropriate insurance plan. RUHS-MC will provide a flexible benefits credit of \$751.28 monthly, which will be applied towards the cost of the Resident's medical and dental plans. Counseling services are available through Employee Assistance Services (EAS). Health Insurance coverage shall be effective on the first day of the month after a plan has been selected by the Resident and submitted a completed Benefit Election Form.

**2.0 Worker's Compensation**

RUHS-MC will provide Worker's Compensation Insurance to the Resident, consistent with RUHS-MC's benefits program.

**3.0 Long Term Disability**

Long Term Disability insurance is provided by RUHS-MC for the term of this agreement in the event of an inability to perform duties as a Resident due to a disability. This coverage is provided at no cost to the Resident.

**4.0 Life and Accidental Death and Dismemberment Insurance**

Life and Accidental Death and Dismemberment Insurance is provided by RUHS-MC for the term of this agreement at no cost to the Resident.

**5.0 Retirement**

While employed with RUHS-MC Residents will be required to participate in the County of Riverside's Part-Time and Temporary Employees Retirement Plan. Both the employee and the County shall make contributions into the plan in lieu of Social Security.

**6.0 Paid Leave**

6.1 Resident is entitled to ten (10) working days of vacation time per year, with full pay, upon assignment of vacation by the Program Director. This time is cumulative and, alternatively, may be taken as equivalent pay at the end of tenure.

## Attachment A

6.2 Resident is entitled to ten (10) paid working days for Professional leave annually. Professional leave is not cumulative and may not be taken as equivalent pay at the end of tenure.

6.3 Resident is entitled to all County holidays. Resident will be entitled to accrue up to eight (8) hours of banked Holiday time for each County holiday worked. Banked Holiday time off must be taken during the same academic year as the banked Holiday time accrued and upon request and approval of the Program Director. This time is cumulative and, alternatively, may be taken as equivalent pay at the end of tenure.

6.4 Resident is entitled to accrue four (4) hours per pay period of paid sick leave. Resident may take accrued sick leave off for illness, family illness or injury or bereavement. Emergency, grief, or a medical leave shall be granted on an individual basis and handled as a team effort. Sick leave may not be taken as equivalent pay at the end of tenure. In the event of sick leave or emergency leave, notification to personnel directly affected by the Resident's absence, the appropriate preceptor, and the Residency Program Director is required.

6.5 Any ASHP Regulations allowing leave from the Residency Program will supersede all County of Riverside leave policies and benefits, as applicable.

6.6 It is the intent that Residents will not be required to make up call that would be encountered normally during vacation time.

6.7 The Resident will be required to make-up any leave time in excess of the ten (10) working days of vacation and ten (10) Professional leave days permitted per year prior to advancing to the next program year or completion of the residency program, as applicable.

### **7.0 Unpaid Leave**

Under the Federal law, Family and Medical Leave Act, the Resident is eligible for up to 12 weeks of unpaid leave for qualifying circumstances, after working 1,200 hours in . Other unpaid leave may be granted with the approval of the Program Director, consistent with ASHP requirements, as applicable, only after the Resident has exhausted all of his/her benefits. The Resident expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program Requirements. The amount of sick leave, leave of absence, or disability time that will necessitate prolonging the training time for the Resident shall be determined by the Program Director and the requirements of the ASHP. The Program will provide Residents with a written policy on how leave of absence could affect meeting criteria for completion of the residency program.

### **8.0 Professional Liability Insurance**

RUHS-MC agrees to provide professional liability insurance coverage for the Resident while the Resident is engaged in clinical and other educational activities on behalf of RUHS-MC during his/her training in the Program. Such coverage will provide legal defense and protection against awards from claims reported or filed during or after the completion of the Program if, and only if, the alleged acts or omissions of the Resident are within the scope of the Program. The coverage provided will be consistent with the County of Riverside professional liability coverage provided to other medical and professional practitioners.

**Exhibit B**

**Written Release by Mutual Consent**

(This proviso to be completed only in the case of a Written Release of Mutual Consent.)

The parties hereby mutually consent to the release of their contractual obligations, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**COUNTY**

**RESIDENT**

\_\_\_\_\_  
John Benoit, Chairman  
County of Riverside Board of Supervisors

\_\_\_\_\_  
Resident Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Zareh Sarrafian, Asst County Exec Officer-Health System

\_\_\_\_\_  
Date

FORM APPROVED COUNTY COUNSEL  
BY: *Martha Ann Knutson* 6.6.16  
MARTHA ANN KNUTSON DATE

**Exhibit C**

**RESIDENT REQUIRED JOB FUNCTIONS**

- Perform a complete medication history and reconciliation.
- Use sterile techniques and universal precautions.
- Participate in cardiopulmonary resuscitation and Rapid Response Team activations.
- Verify orders for therapeutic agents for patients.
- Perform therapeutic interventions and consultations requested by medical staff.
- Wear protective clothing and respiratory equipment for care of patients with communicable diseases and/or immuno-compromised patients.
- Move throughout the clinical and RUHS-MC sites to address routine and emergent patient care needs.
- Assist with the preparation of medications by the bedside for procedures or emergent medical situations.
- Communicate with patients and staff, verbally and otherwise, in a manner that exhibits good professional judgment and good listening skills and is appropriate for the professional setting.
- Demonstrate timely, consistent and reliable follow-up on patient care issues, such as laboratory results, patient telephone calls, and other requests.
- Input and retrieve computer data through a keyboard and read a computer screen.
- Read charts and monitors.
- Perform documentation procedures, such as progress notes, in a timely manner.
- Provide health and medication education to patients.
- Manage multiple patient care duties simultaneously.
- Make judgments and decisions regarding therapy management, in a timely manner, in emergency, ambulatory, and hospital settings.
- Demonstrate organizational skills required to care for four to ten (4-10) or more outpatient cases per half day (depending upon level of training).
- Residents at the PGY1 level must be able to take call, as applicable, for patient care shifts of up to sixteen (16) hours.
- Present well-organized case presentations to pharmacists and other healthcare staff or supervisors and function as a dependable member of the health care delivery team.
- Participate in, and satisfactorily complete, all requirements.
- Perform additional Program- and specialty-specific patient care activities as required for completion of the Program for Residents at the applicable level (described in the Program Manual).

**AGREEMENT BETWEEN  
RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER  
AND  
PHARMACY RESIDENT  
POST-GRADUATE PHARMACY EDUCATION  
RESIDENCY PROGRAM**

This Post-graduate Pharmacy Education Appointment / Employment Agreement is made and entered into by and between Resident Pharmacist (Resident), Jeremy David Price and Riverside University Health System-Medical Center (RUHS-MC), located at 26520 Cactus Avenue, Moreno Valley, California, on behalf of the County of Riverside, a political subdivision of the State of California.

WHEREAS, Resident has been accepted for enrollment in an RUHS-MC Post-graduate Pharmacy Residency Program (Program); and

WHEREAS, the Program is sponsored by the County of Riverside, RUHS-MC engaged in providing acute care hospital medical care services; and

WHEREAS, institutions, organizations, and agencies, including acute care hospitals, that offer accredited or accreditation-pending programs in Post-graduate Pharmacy Education must assume responsibility for the educational validity of all such programs; and

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**1.3 Level of Training:** Resident is at Post-graduate Year 1 (PGY1).

**2.0 Administration**

The Director of Pharmacy and the Residency Program Director for the Pharmacy Residency Program shall administer this contract on behalf of RUHS-MC.

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- F. provide the Resident with access to information regarding impairment, including substance abuse.
- G. provide the Resident access to participation in the County of Riverside Employee Assistance Services (EAS) that provides counseling, psychological, and other support services on a confidential basis, including matters relative to Resident impairment.
- H. provide the Resident with new employee and Pharmacy Residency Program orientation which includes, but is not limited to, education about relevant County and RUHS-MC policies and programs; provision of County and RUHS-MC policies, including but not limited to the Prohibition and Reporting of Harassment policy, Zero Tolerance for Workplace Violence, and employee rights and responsibilities.
- I. be responsible for promoting patient safety and education through carefully constructed duty-hour assignments and faculty availability. RUHS-MC will abide by all ASHP requirements regarding duty hours and the work environment for Residents as applicable.
- J. provide free photocopy facilities for professional and educational purposes only. Reasonable judgment to prevent waste and unnecessary cost is expected.
- K. provide ancillary support services that include 24-hour access to patient medical records for patient care purposes; radiology, laboratory, and other diagnostic services; transport and escort services; translation services; medical unit clerical services; and department secretarial services.

**6.0 Obligations of the Resident**

The Resident agrees to:

A. participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program Director, Quality Management Department Manager, or County Risk Management, and to provide such statistical information as may be required to fulfill the Quality Improvement/Risk Management/Patient Safety efforts of RUHS-MC.

B. abide by all ASHP requirements, as applicable, regarding duty hours and RUHS-MC policies and procedures regarding the medical staff work environment.

C. obtain (at Resident's expense) State of California pharmacist licensure as required by California law. Failure to obtain and maintain such licensure may be grounds for dismissal from the Program.

D. carry out assignments and rotations as defined by the Program Director and/or designee(s) according to the requirements of the ASHP, as applicable.

E. adhere to the RUHS-MC dress code including, but not limited to, wearing an RUHS-MC ID badge at all times while on duty.

F. comply with all RUHS-MC, Program, and Pharmacy Staff policies regarding the completion of medical records. Completion of the medical record, including but not limited to, dating, timing and signing all entries, is an integral component of medical care and is part of the Resident's responsibilities.

G. cooperate fully with RUHS-MC in its compliance with all applicable laws, regulations, and accreditation standards as may be enacted or amended from time to time and with all implementing policies, procedures, and/or documentation requirements now in existence or as may be adopted or amended by RUHS-MC from time to time.

H. conduct himself/herself in a professional manner consistent with the County of Riverside and RUHS-MC standards.

I. develop a personal program of study and professional growth with guidance from the teaching pharmacy staff and demonstrate the ability to assume graded and increasing responsibility for patient care. Furthermore, the Resident shall participate in safe, effective, and compassionate patient care under supervision, commensurate with the level of advancement and responsibility.

J. participate fully in the educational activities of the Program and, as required, assume responsibility for teaching and supervising other Residents and pharmacy students.

K. participate in RUHS-MC committees, especially those that relate to pharmaceutical care review activities.

L. apply cost containment measures in the provision of patient care.

**7.0 Maximum Work Hours and Days Off**

7.1 It is intended that the Resident will be entitled to a minimum of four (4) days off per month. This should be worked out with the service to which the Resident is assigned. If there is any problem, it should be conveyed to the Program Director, who, in turn, will talk to the Primary Preceptor so the problem may be resolved.

## Attachment A

7.2 A maximum in-house workweek of eighty (80) hours per week, averaged over a four (4)-week period, with in-house on-call duty scheduled no more frequently than every third night, is required. Rare exceptions to this limit may occur in certain specified circumstances (e.g., ensuring patient safety or taking advantage of unique educational opportunities). Such exceptions, however, must be approved by the Program Director and are expected to be unusual.

7.3 A maximum work shift of twelve (12) hours in the emergency room is the limit.

7.4 The Resident agrees to report work hours and days off to the Program Director per pay period. The Resident understands that failure to report work hours as required may result in the delay of pay for said work hours.

7.5 The Resident must immediately report any violation of the RUHS-MC work hours policy to the Program Director and/or the Director of Pharmacy.

### **8.0 Continuation and/or Promotion in the Program**

The Resident acknowledges that continuation in the Program is contingent upon satisfactory academic and professional performance by the Resident. All Programs have formal evaluation procedures consisting of any or all, but not limited to, the following:

- A. Formal written evaluations by pharmacy staff/faculty pharmacists.
- B. Scheduled written and/or oral examinations.
- C. Practical evaluations at the bedside.
- D. Formal conference presentations.
- E. Professional and personal characteristic reports.

In addition, the Resident should expect to review his/her performance with the Program Director and/or designee at least quarterly during the academic year as dictated by ASHP requirements, as applicable. The certification of eligibility for specialty certifying examination is the responsibility of the Program Director. Any Resident receiving an inadequate evaluation may be required to repeat the rotation/assignment to obtain approval for certification by the Program Director or may be subject to removal from the Program as may be necessary. Any makeup time incurred must be completed at the end of the contracted year and/or before promotion to the next level of training.

### **9.0 Disciplinary Action**

Academic related disciplinary action and due process policies and procedures are detailed in the Program Manual.

**10.0 Compliance with Employment Requirements**

Resident shall comply with all policies applicable to County of Riverside Fair Labor Standards Act (FLSA) exempt employees, including, but not limited to:

A. the requirement that a Resident must complete an employee physical examination, including drug screening, prior to beginning employment. Failure to pass the employee pre-employment physical or drug screening may result in termination from the residency training program. The results of a positive drug screen will be subject to applicable legal reporting requirements.

B. Harassment, Discrimination, Parking, and Dress Code policies.

C. the requirement that a Resident must undergo a Department of Justice background check prior to beginning employment. Failure to pass the background check process may result in termination from the residency training program.

**11.0 Moonlighting**

Moonlighting must be reported to the Program Director. All hours worked in moonlighting are included in the calculation of work hours for Resident and must conform to ASHP Duty Hours Requirements (see Section 7.0).

**12.0 Other Professional Activities Outside of the Program**

Resident may only pursue outside activities of a professional nature if approved by their Program Director. This applies whether or not Resident is receiving compensation for participation in the outside professional activity.

**13.0 Job Functions**

Residents, without the use of an intermediary (other than an interpreter) must be able to perform essential job functions that include, but are not limited to, those listed in Exhibit C, attached hereto and thereby incorporated herein.

**13.1 Disability Accommodation:** RUHS-MC provides reasonable accommodation to Residents with a disability. Reasonable accommodation may include, but is not limited to, a leave of absence or modification to a position, work environment, policy or procedure to enable a qualified individual with a disability to enjoy equal opportunity and/or to perform the essential functions of the position and meet the educational requirements of the training program. Requests for accommodation are to be submitted to the Department of Pharmacy. Accommodation requests are evaluated on an individual basis as dictated by RUHS-MC and County Policies and Procedures.

**14.0 Institutional Review Board (IRB)**

The Resident acknowledges that RUHS-MC has an IRB and agrees that no research activities will be conducted by Resident without prior approval of the IRB. Research is defined to include:

- A. review of RUHS-MC medical records for collection of information/data for research purposes.
- B. performance of an experimental clinical study.
- C. conduct of a survey at RUHS-MC.

Additionally, the Resident agrees that no presentation or publication of research conducted at RUHS-MC will occur without submittal of the paper to the IRB for review and acknowledgement prior to the presentation or publication of such research.

**15.0 Program Closure**

In the event the Program is closed or there is a reduction in the total number of Residents in the Program, RUHS-MC will use its best efforts to allow the Resident to complete Program at RUHS-MC.

***(Signatures on next page.)***

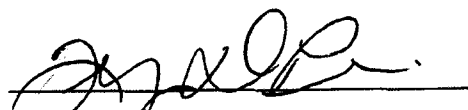
IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE OF HIRE.

Approved:

COUNTY


PHARMACY RESIDENT

  
\_\_\_\_\_  
John Benoit, Chairman  
County of Riverside Board of Supervisors

  
\_\_\_\_\_  
Jeremy David Price


JUN 07 2016  
\_\_\_\_\_  
Date

6/4/2016  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Zareh Sarrafian, Asst County Exec Officer-Health System

\_\_\_\_\_  
Date

**FORM APPROVED COUNTY COUNSEL**  
BY:   
MARTHA ANN KNUTSON 6.6.16  
DATE

ATTEST:  
KECIA HARPER-JHEM, Clerk  
By:   
DEPUTY

**Exhibit A**  
**Benefits**

Resident will receive the following benefits, subject to the same conditions applicable to RUHS-MC FLSA exempt employees and the terms and conditions of the County of Riverside's current benefit plans and/or policies. The benefits listed below may be modified unilaterally by RUHS-MC from time to time:

**1.0 Health and Dental Insurance**

The RUHS-MC Human Resources will inform the Residents of various medical, dental and vision insurance plans and options at the earliest opportunity, so Residents may enroll early in an appropriate insurance plan. RUHS-MC will provide a flexible benefits credit of \$751.28 monthly, which will be applied towards the cost of the Resident's medical and dental plans. Counseling services are available through Employee Assistance Services (EAS). Health Insurance coverage shall be effective on the first day of the month after a plan has been selected by the Resident and submitted a completed Benefit Election Form.

**2.0 Worker's Compensation**

RUHS-MC will provide Worker's Compensation Insurance to the Resident, consistent with RUHS-MC's benefits program.

**3.0 Long Term Disability**

Long Term Disability insurance is provided by RUHS-MC for the term of this agreement in the event of an inability to perform duties as a Resident due to a disability. This coverage is provided at no cost to the Resident.

**4.0 Life and Accidental Death and Dismemberment Insurance**

Life and Accidental Death and Dismemberment Insurance is provided by RUHS-MC for the term of this agreement at no cost to the Resident.

**5.0 Retirement**

While employed with RUHS-MC Residents will be required to participate in the County of Riverside's Part-Time and Temporary Employees Retirement Plan. Both the employee and the County shall make contributions into the plan in lieu of Social Security.

**6.0 Paid Leave**

6.1 Resident is entitled to ten (10) working days of vacation time per year, with full pay, upon assignment of vacation by the Program Director. This time is cumulative and, alternatively, may be taken as equivalent pay at the end of tenure.

## Attachment A

6.2 Resident is entitled to ten (10) paid working days for Professional leave annually. Professional leave is not cumulative and may not be taken as equivalent pay at the end of tenure.

6.3 Resident is entitled to all County holidays. Resident will be entitled to accrue up to eight (8) hours of banked Holiday time for each County holiday worked. Banked Holiday time off must be taken during the same academic year as the banked Holiday time accrued and upon request and approval of the Program Director. This time is cumulative and, alternatively, may be taken as equivalent pay at the end of tenure.

6.4 Resident is entitled to accrue four (4) hours per pay period of paid sick leave. Resident may take accrued sick leave off for illness, family illness or injury or bereavement. Emergency, grief, or a medical leave shall be granted on an individual basis and handled as a team effort. Sick leave may not be taken as equivalent pay at the end of tenure. In the event of sick leave or emergency leave, notification to personnel directly affected by the Resident's absence, the appropriate preceptor, and the Residency Program Director is required.

6.5 Any ASHP Regulations allowing leave from the Residency Program will supersede all County of Riverside leave policies and benefits, as applicable.

6.6 It is the intent that Residents will not be required to make up call that would be encountered normally during vacation time.

6.7 The Resident will be required to make-up any leave time in excess of the ten (10) working days of vacation and ten (10) Professional leave days permitted per year prior to advancing to the next program year or completion of the residency program, as applicable.

### **7.0 Unpaid Leave**

Under the Federal law, Family and Medical Leave Act, the Resident is eligible for up to 12 weeks of unpaid leave for qualifying circumstances, after working 1,200 hours in . Other unpaid leave may be granted with the approval of the Program Director, consistent with ASHP requirements, as applicable, only after the Resident has exhausted all of his/her benefits. The Resident expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program Requirements. The amount of sick leave, leave of absence, or disability time that will necessitate prolonging the training time for the Resident shall be determined by the Program Director and the requirements of the ASHP. The Program will provide Residents with a written policy on how leave of absence could affect meeting criteria for completion of the residency program.

### **8.0 Professional Liability Insurance**

RUHS-MC agrees to provide professional liability insurance coverage for the Resident while the Resident is engaged in clinical and other educational activities on behalf of RUHS-MC during his/her training in the Program. Such coverage will provide legal defense and protection against awards from claims reported or filed during or after the completion of the Program if, and only if, the alleged acts or omissions of the Resident are within the scope of the Program. The coverage provided will be consistent with the County of Riverside professional liability coverage provided to other medical and professional practitioners.



Exhibit B

Written Release by Mutual Consent

(This proviso to be completed only in the case of a Written Release of Mutual Consent.)

The parties hereby mutually consent to the release of their contractual obligations, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY

RESIDENT

\_\_\_\_\_  
John Benoit, Chairman  
County of Riverside Board of Supervisors

\_\_\_\_\_  
Resident Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Zareh Sarrafian, Asst County Exec Officer-Health System

\_\_\_\_\_  
Date

FORM APPROVED COUNTY COUNSEL

BY:  C.6.16  
MARTHA ANN KNUTSON DATE

**Exhibit C**

**RESIDENT REQUIRED JOB FUNCTIONS**

- Perform a complete medication history and reconciliation.
- Use sterile techniques and universal precautions.
- Participate in cardiopulmonary resuscitation and Rapid Response Team activations.
- Verify orders for therapeutic agents for patients.
- Perform therapeutic interventions and consultations requested by medical staff.
- Wear protective clothing and respiratory equipment for care of patients with communicable diseases and/or immuno-compromised patients.
- Move throughout the clinical and RUHS-MC sites to address routine and emergent patient care needs.
- Assist with the preparation of medications by the bedside for procedures or emergent medical situations.
- Communicate with patients and staff, verbally and otherwise, in a manner that exhibits good professional judgment and good listening skills and is appropriate for the professional setting.
- Demonstrate timely, consistent and reliable follow-up on patient care issues, such as laboratory results, patient telephone calls, and other requests.
- Input and retrieve computer data through a keyboard and read a computer screen.
- Read charts and monitors.
- Perform documentation procedures, such as progress notes, in a timely manner.
- Provide health and medication education to patients.
- Manage multiple patient care duties simultaneously.
- Make judgments and decisions regarding therapy management, in a timely manner, in emergency, ambulatory, and hospital settings.
- Demonstrate organizational skills required to care for four to ten (4-10) or more outpatient cases per half day (depending upon level of training).
- Residents at the PGY1 level must be able to take call, as applicable, for patient care shifts of up to sixteen (16) hours.
- Present well-organized case presentations to pharmacists and other healthcare staff or supervisors and function as a dependable member of the health care delivery team.
- Participate in, and satisfactorily complete, all requirements.
- Perform additional Program- and specialty-specific patient care activities as required for completion of the Program for Residents at the applicable level (described in the Program Manual).