

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
INTERNS AND RESIDENT PHYSICIANS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 15th day of February 2022.

BY AND BETWEEN

Authorized Management Representative
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County")

COMMITTEE OF INTERNS AND
RESIDENTS, AN AFFILIATE OF THE
COMMITTEE OF INTERNS AND
RESIDENTS/SEIU, (AKA INTERNS AND
RESIDENTS ASSOCIATION OF LOS
ANGELES COUNTY-UNIVERSITY OF
SOUTHERN CALIFORNIA MEDICAL
CENTER; INTERNS AND RESIDENTS
ASSOCIATION OF THE LOS ANGELES
COUNTY HARBOR GENERAL HOSPITAL;
(hereinafter referred to as "CIR").

WHEREAS, on the 5th day of March, 2019, the parties entered into a Memorandum of Understanding regarding the Interns and Resident Physicians Employee Unit

subsequently approved and ordered implemented by the County's Board of Supervisors;
and

WHEREAS, as a result of mutual agreement, the parties desire to extend the Memorandum of Understanding by six months, maintaining all current provisions and terms as status quo under the Memorandum of Understanding. Accordingly, the parties agree to adjust all relevant dates in the Memorandum of Understanding necessary to accommodate the extension, and to amend the Memorandum of Understanding only as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. ARTICLE 3 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2021. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on March 31, 2022.

2. ARTICLE 4 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, the party shall serve upon the other during the period from December 15 through December 31, 2021, its

written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding. Both parties to this Memorandum of Understanding shall provide their full and complete proposals regarding this Memorandum of Understanding to the other no later than February 1, 2022. Negotiations shall commence no later than February 1, 2022.

The parties agree that the terms and conditions of the MOU shall remain in full force and effect until CIR or Management gives ten days' notice of its intention to terminate said MOU at a date after its expiration pursuant to Article 3, "Term."

3. ARTICLE 7 QUALITY PATIENT CARE FUND

In recognition of Residents foregoing pay raises in a previous contract, the Department of Health Services, and Chief Executive Office will recommend to the Board of Supervisors that a fund, to be identified as the CIR Quality Patient Care Fund, be established within the Department of Health Services effective on the date of Board approval of this Agreement. The amount of the CIR Quality Patient Care Fund will be \$ 2,222,500 for fiscal year 2021-2022. The \$2,222,500 will be appropriated by relative employee size of the institutions as follows:

\$1,210,000 for the use of LAC+USC Medical Center house staff; \$990,000 for the use of Harbor/UCLA Medical Center house staff and \$22,500 for

the 15 residents/dental interns at the Martin Luther King Jr and Rancho Los Amigos facilities. Sixty calendar days prior to the end of each fiscal year, CIR will provide the respective institution an accounting of any unused funds. Said unused funds will then be eligible to be rolled over into the next fiscal year. The total amount of rolled over funds in any given year will be limited to equal the amount of the initial fiscal year allocation (e.g., \$1,210,000; \$990,000; and/or \$22,500).

In the event more than 15 residents/dental interns are designated to the Martin Luther King Jr. and Rancho Los Amigos facilities, either party can request to meet to discuss providing additional funding to the Quality Patient Care Fund based upon the increased number in residents/dental interns at the Martin Luther King Jr. and Rancho Los Amigos facilities. This meeting shall take place within 30 business days.

This fund shall be inviolate and free from assessments, freezes, impounds or deferrals, and may be used only for improved quality of patient care.

The Director of the Department of Health Services shall have direct control of the fund. During the term of this Memorandum of Understanding, all of the committees provided in 2 and 3 below shall meet as a "Steering Committee" and by mutual agreement allocate funds to the institutional level, taking cognizance of all recommendations.

Funds allocated to the institutional level will be administered as follows:

1. Authority to commit and expend the funds will be vested in the institutional administrators.
2. The institutional administrator shall appoint a "Team." Medical Directors, physician service chiefs and director of patient care services may be appointed to this Team. This Team shall not exceed five in number.
3. Interns and Residents at each institution shall convene and designate a "Team". This Team shall not exceed five in number.
4. When issues involve Preventive Health, Mental Health, Nursing and Ambulatory Care needs, representatives from these areas shall participate in the discussions.
5. Mutual agreement of the teams at each institution listed in 2 and 3 shall be required to initiate the authority to expend as provided in 1 above.
6. The CIR shall submit its list of requested patient care equipment for that fiscal year to the institutional Chief Medical Officer by February 28. By

meeting this due date, it shall be deemed that the CIR has met the requirements for committing the allocation to the Patient Care Fund. The institution shall, within 30 days from the date of receipt, discuss problem requests with the CIR. Where the County is able to obtain equipment for less than the CIR's initial estimate, Management and CIR shall, as soon as possible, mutually agree to spend the savings.

If CIR fails to meet this due date, the institution allocation shall be transferred to the institution administrator to purchase patient care equipment.

7. The CIR shall obtain estimates and information only, and shall not commit or negotiate prices, services agreements, or training costs with vendors. The items recommended shall be processed through the County's normal County purchasing procedures.

The Los Angeles County - USC Medical Center, Harbor - UCLA Medical Center and the Martin Luther King Jr. and Rancho Los Amigos facilities will provide a monthly Patient Care Fund status report to the President of the Interns and Residents at each hospital, the Patient Care Fund Vice-President at each hospital and to the designated representative of the CIR.

Section 1. Quality Improvement Projects

The Department of Health Services agrees to pay the sum of \$300,000 to CIR for fiscal year 2021-2022 for the sole purpose of funding Patient Provider and Community Engagement Projects (i.e., improving discharge planning or patient satisfaction,) and engagement of the medical and local community (i.e., resident well-being initiatives, house-staff appreciation days or a community health fair) for house staff at LAC+USC Medical Center, Harbor/UCLA Medical Center, the Martin Luther King Jr. Outpatient Center and Rancho Los Amigos Rehabilitation Center. The Department of Health Services agrees to make the initial annual lump sum payment to CIR covering the 2021-2022 fiscal year within 30 days of Board approval of this MOU Amendment. CIR shall accept fiduciary responsibility over these funds in compliance with relevant accounting standards. The County and the Department of Health Services shall have no responsibility or liability for the administration of this benefit. Interns and Residents at LAC+USC Medical Center, Harbor/UCLA Medical Center, the Martin Luther King Jr. Outpatient Center and Rancho Los Amigos Rehabilitation facilities shall each convene and designate a Quality Improvement Steering Committee (not to exceed five in number) and submit an annual report to the respective facility CEO. An itemized financial statement addressing the sums set forth above, as well as a report of the corresponding Quality Improvement activities, shall be provided by CIR to the Department of Health Services upon request.

Sixty calendar days prior to the end of each fiscal year, CIR will provide the respective institution an accounting of any unused funds. Said unused funds will then be eligible to be rolled over into the next fiscal year. The total amount of rolled over funds in any given year will be limited to equal the amount of the initial fiscal year allocation (e.g., \$300,000).

4. ARTICLE 8 BENEFITS

Section 5. Sick Leave

d) Management recognizes the need for all house staff officers to receive proper and timely notification whenever application for payment of unused full pay sick leave as indicated in (b) above can be made. Further, it is agreed, that in addition to the facilities' normal distribution of the notification, copies will be provided to the respective Medical Directors' offices and to CIR in a timely manner that allows a minimum of two weeks for house staff to respond. In addition, copies will be made available to CIR during monthly Communication Meetings. Submission forms to payroll shall be accepted as a hard copy or e-mail with electronic signature.

It is also agreed that each department will make available to house staff, copies of the required application in the Program Director's Office, where house staff time cards and paychecks are located.

Section 11. Housing Allowance

The County will provide an annual housing allowance of \$6,000 per intern/resident. Each Resident will be allocated this allowance on October 1, 2021.

5. ARTICLE 9 HOURS, MEALS, CALL ROOMS AND LOUNGES

Upon agreement of this MOU, the Director will instruct the facility CEOs, Medical Directors, Department Chairs and Graduate Medical Directors at LAC/USC and Harbor/UCLA Medical Centers to ensure compliance with provisions of the MOU. A quarterly report prepared by each facility regarding the status of resident hours, access to night meals and resident call rooms at LAC/USC and Harbor/UCLA Medical Centers will be submitted to CIR until contract obligations have been achieved. As needed, CIR will submit to the Associate Director, a written response to the "DHS Quarterly Status Report on Resident Hours, Meals and Call Rooms" that comments on the progress of contract implementation. The CIR must be aware that regulatory agencies such as the Office of Statewide Health Planning and Development have requirements that at times, slow the construction or remodeling of hospital buildings. However, when the completion of call rooms remodeling is affected by a regulatory agency, the CIR shall be notified.

Also, the director has instructed local facility CEOs, Medical Directors, and Graduate Medical Education Directors to offer to meet and consult with

representatives of the CIR prior to implementing changes on the above mentioned matters, and on other matters requiring as stipulated in the MOU, a meet and consult meeting.

Section 1. Clinical and Educational Work Hours

Within 30 days after the implementation of this agreement, the County will schedule Interns and Residents according to ACGME guidelines for those programs where guideline requirements exist. For programs where no ACGME guidelines exist, the County shall develop guidelines reflecting minimum standards established by the ACGME.

Section 2. On-call Hours

The following shall be implemented no later than July 1, 2001:

1. The educational goals of the program and learning objectives of residents must not be compromised by excessive reliance on residents to fulfill institutional services obligations.
2. Resident clinical and educational work hours and on-call time periods must not be excessive. The structuring of clinical and educational work hours and on-call schedules must focus on the needs of the patient, continuity of care, and the educational needs of the residents. Scheduled on-call, in hospital duties should not be more frequent, on average, than every 3rd day.
3. When averaged over any 4-week rotation or assignment, residents must have at least 1 day out of 7 free of patient duties, in accordance with ACGME requirements.

Section 3. Graduate Medical Education Committee

It is understood that at all three facilities, there is a Graduate Medical Education Committee (GMEC) empowered to ensure that all residency programs are in compliance with the Institutional Program, and applicable Subspecialty Program Requirements of the ACGME. Issues of non-compliance with the ACGME and this MOU shall be addressed by the GMEC and the Medical Executive Committee. In accordance with the ACGME policy, house staff has representation on the GMEC with voting privileges.

Within 30 days from implementation of this agreement, the CIR shall establish a process for the confidential and protected registering of house staff complaints of noncompliance with ACGME requirements and this MOU regarding resident clinical and educational work hours and working conditions. These complaints shall be presented to the facility GMEC in a timely manner by the resident members of that committee.

The Department agrees to establish within 60 days from implementation of this agreement, a Compliance Committee, chaired by the Associate Director of Health Services, Clinical and Medical Affairs and be composed of equal members of CIR and Management that shall be empowered to resolve issues that cannot be resolved at the facility levels. Issues of non-compliance include, but are not limited to, clinical and educational work hours and working conditions.

Should the facility GMEC and Medical Executive Committees fail to resolve the issues in a reasonable time, the issues shall become an agenda item for the next meeting of the Compliance Committee.

Section 5. Rest Periods

House staff on "scheduled 24-hour in-hospital call" shall not be assigned normal clinical duties (i.e., clinic, operating room duties and/or new patient assignments) except under unusual circumstances, following an on-call period.

Assignments for house staff who are post "in-hospital" call shall be consistent with existing ACGME clinical and educational work hour policies.

6. ARTICLE 10 CALL ROOMS

Section 2. IT Walk-Through

In addition to the annual call room walk-through, hospital administration and the IT Director or designee will conduct a biannual IT walk-through to assess computer and printer operability. Results of this walk-through will be presented at the CIR Communications meeting in a formal report identifying key issues and solutions. Resolution to issues identified in both the call room and IT walk-throughs will be addressed at each facility's Communications meeting.

7. ARTICLE 17 EMPLOYEE LISTS

Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide the CIR with a list of the names of all employees in the Unit without charge. The CIR is entitled to one list at no charge each year of the agreement. Additional lists may be furnished when requested by CIR no more than four times a year, it being understood that the CIR shall pay to County \$100 for each additional list furnished by the County. Such payment shall be due and payable within thirty (30) days from the day of billing.

Upon the CIR's request, the County will provide the list of names of all employees in the Unit in computer-type format following the CIR's payment to the County of an initial \$500 programming fee.

The County shall provide the list of incoming interns, residents and fellows by May 1st each year of this agreement. The list shall include contact information for those Interns that have gone through the process of the National Residency Match Program and the Residents who have matched to County training programs to date. The contact information will be used to notify the incoming interns, residents and fellows of the benefits described in Article 8 Benefits.

To the extent that the County has the following information on file and the employee has not submitted a written request to the County, Department of Health Services, Department of Mental Health or the Coroner Department

pursuant to Government Code section 6254.3(c) objecting to the disclosure of their personal and home contact information, the contact information will include:

- Last Name
- First Name
- Middle Name (if applicable)
- Date of Hire
- Department
- Post Graduate Year
- Street Address
- City
- State
- Zip Code
- Personal Email address
- County Email address
- Cellular Telephone Number

CIR/SEIU acknowledges that the County has informed them that the Auditor-Controller does not keep personal cellular telephone numbers and personal email addresses on file.

Management will make available to each new employee entering the Unit a card furnished by the CIR written as follows:

The CIR has been certified as your majority representative. The CIR is certified to represent you in negotiations with the County on salaries, hours of work and conditions of employment.

If you want information, or if you wish to join the CIR contact:

The Committee of Interns and Residents

1545 Wilshire Blvd. Suite 608

Los Angeles, CA 90017

benefits@cirbenefitfunds.org

(212) 356-8180

8. ARTICLE 20 PERSONNEL PRACTICES

Section 6. Leaves of Absence

A. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and Other law, medical leaves of absence will be granted by the employee's Department Head, upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

B. Pregnancy Leave

The parties agree that departmental management shall grant a leave of absence without pay to any full-time employee who becomes disabled as a result of pregnancy, which disability prevents them from performing the duties of their position. Such leave must be requested in writing by the

employee and will be granted pursuant to ACGME Guidelines, Civil Service Rules and such procedures as are determined by the Director of Personnel and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time employee disabled as a result of pregnancy, which disability prevents them from performing the duties of their position as certified by their primary prenatal care provider (physician, nurse practitioner or nurse midwife), may use sick leave benefits for which they are otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

A resident physician who is pregnant may request to their program director to be assigned rotations appropriate to the employee's pregnancy condition.

A resident physician who is post-partum may submit a request to their program director during the first month back in training to be assigned a rotation appropriate to the employee's health and their child's well-being.

C. Family Leave

The parties agree that employees covered by this MOU are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993. Nothing in this Section is intended to

provide additional benefits beyond what is mandated by Federal and/or State law.

The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

An employee shall be entitled to file a grievance for violation of the provisions of this Section in addition to the rights provided by law.

The County shall inform and educate all supervisors, Program Directors and Department Chairs regarding policies and procedures pertaining to leaves of absence as applied to house staff officers.

9. ARTICLE 25 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- a. Management's principal authorized agent shall be County's Chief Executive Officer, or his duly authorized representative (Address: 500 West Temple Street, Los Angeles, California 90012, Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- b. The CIR's principal authorized agent shall be the Southern California-Regional Director or duly authorized representative.

The Committee of Interns and Residents

1545 Wilshire Blvd. Suite 608

Los Angeles, CA 90017

benefits@cirbenefitfunds.org

(212) 356-8180

10. ARTICLE 29 BULLETIN BOARDS

Management will furnish adequate bulletin board space to CIR where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available.

The boards shall be used for the following subjects:

- A. CIR recreational, social and related CIR news bulletins;
- B. Scheduled CIR meetings.
- C. Information concerning CIR elections or the results thereof;
- D. Reports of official business of CIR including CIR newsletters, reports of committees or of the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the department head. The designated representative must either approve or disapprove a request for posting within 24 hours, excluding Saturday, Sunday, and legal holidays, from the receipt of the material and the request to post it.

Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

11. ARTICLE 31 HEALTH AND SAFETY

Section 1. Compliance

The Department of Health Services shall maintain a healthful working environment and comply with the regulations and guidelines established by the Centers for Disease Control, OSHA, California state needlestick legislation and the Joint Commission. During the term of this agreement, Department of Health Services' Management and the Union will convene a labor/management committee for the intent of addressing and making recommendations on safety issues related to Interns and Residents.

Section 2. Wellness

Recognizing the effect on an employee's health of long hours, stress and other factors and in the interest of a healthy, productive work force management agrees to the establishment of a departmental Wellness Committee, comprised of an equal number of CIR and management representatives to discuss departmental approaches to a comprehensive Wellness Program which may include, but not limited to stress management and reduction techniques and the creation of fitness centers.

The Wellness Committee will work in partnership and make every reasonable effort to implement a Wellness Program by July 2022 to provide

education, training and health promotion to house staff on topics including, but not limited to, suicide prevention, stress management, health and fitness, holistic medicine, and meditation. The Wellness Committee will work in partnership to determine the logistical, economic, operational and indemnification impact of the program.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the Union pursuant to County Code Section 5.04.090 (A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make a personal safety fund for the purpose of enhancing safety for employees working in County facilities. The fund shall be funded in the amount of twenty thousand dollars (\$20,000) annually to be disbursed to and managed by CIR. Unused funds will rollover each fiscal year. The fund will be used to purchase, maintain, and replace broken or damaged equipment or programmatic costs through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and implementation of devices and programs. The fund will be overseen by the CIR safety committee comprising of eight (8) active CIR

members who will meet and allocate the funds.

4. A Code Gold Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Gold Teams would be established to aid, when necessary, County security in situations where a multi person intervention is needed. Under no circumstances will Code Gold Teams replace existing security measures in place in county facilities.

In consultation with SEIU Local 721 and CIR/SEIU, Management will develop a standardized policy addressing the establishment of a Code Gold Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Gold Teams.

5. In the event of an attack on an employee by a patient or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable.

Upon request by the union, the Department shall meet with the union within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

12. ARTICLE 34 PROFESSIONAL TRAININGSection 1. Training Programs for BLS, ACLS, PALS, ATLS, and NRP

Within 60 days after implementation of this agreement, facility committees will be established to plan house officer training in BLS, ACLS, PALS, ATLS, and NRP. The training will commence within 100 days of the implementation of this agreement. Training in all life support programs shall be made available to members of this bargaining unit. The programs available to individual members will be those appropriate to the area of patient care wherein the post-graduate physician is training, or as required by the Department of Health Services. The cost of the programs and the materials will be the responsibility of the institution where the post-graduate physician is employed.

Training and recertification will be available through each facility at no cost to the house officer under the following guidelines:

1. Basic Life Support (BLS) will be offered to all new house officers within the first 90 days of their residency, the timing to be approved by their program director.
2. Advanced Cardiac Life Support (ACLS) will be offered to all house officers within the first 180 days of their residency. Program director approval shall be required.
3. Pediatric Advanced Life Support (PALS) will be offered to house officers in pediatrics, emergency medicine, family medicine, anesthesiology and

surgery and surgical subspecialties. Program director approval shall be required.

4. Advanced Trauma Life Support (ATLS) will be offered to surgical and EMS house staff who are licensed physicians. Program director approval shall be required.

5. Neonatal Resuscitation Program (NRP) will be offered to emergency medicine, pediatric, OB/GYN and family medicine. Program director approval shall be required.

6. If the County is unable to provide one of the required courses identified in the MOU, then County will provide reimbursement.

13. ARTICLE 35 PATIENT CARE

Any member of this bargaining unit who, in the course of his/her practice, is ethical and compliant with the policies and procedures of the Department of Health Services will be indemnified by the Department of Health Services, including but not limited to legal representation.

During the term of this agreement, Management agrees to continue to work toward providing the following:

1. A computerized laboratory report retrieval system with monitors in wards and clinics.
2. EKG machines in wards and clinics or have equivalent service available.
3. Current and accurate bed control census.
4. To fund a patient education program in each department.

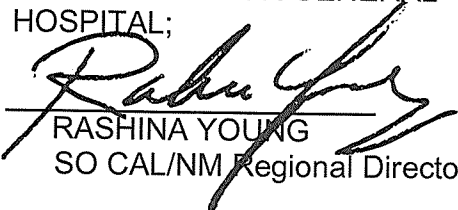
The parties agree that H/H machines and a computerized radiology dictation machine will be provided using funds allocated to the Quality Patient Care Fund. In addition, it is agreed that any disputes regarding the conditions set forth in number two (2) above, will be resolved by purchasing the additional equipment deemed necessary through the Quality Patient Care Fund.

It is recognized by both parties that implementation of the fully computerized lab report retrieval system is contingent upon Board of Supervisors' approval and the County's subsequent ability to install such a system during the term of the Agreement.

This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 2, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 the day, month and year first above written.

THE COMMITTEE OF INTERNS
AND RESIDENTS/SEIU, AFL-CIO
(AKA INTERNS AND RESIDENTS
ASSOCIATION OF LOS ANGELES
COUNTY-UNIVERSITY OF
SOUTHERN CALIFORNIA MEDICAL
CENTER; INTERNS AND RESIDENTS
ASSOCIATION OF LOS ANGELES
COUNTY HARBOR GENERAL
HOSPITAL;

By 
RASHINA YOUNG
SO CAL/NM Regional Director

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
FESIA DAVENPORT
Chief Executive Officer