

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

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 15<sup>th</sup> day of March, 2011;

BY AND BETWEEN

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

AND

Committee Of Interns And Residents, An Affiliate Of The Committee Of Interns And Residents/SEIU, (aka Interns and Residents Association of Southern California Medical Center; Interns and Residents Association of the Los Angeles County Harbor General Hospital; The Interns and Residents Association of the Los Angeles County Martin Luther King, Jr. Hospital (hereinafter referred to as "CIR")

WHEREAS, on the 15<sup>th</sup> day of December, 2009, the parties entered into a Memorandum of Understanding regarding the Interns and Resident Physicians Employee Representation Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the #323 Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 3, Term, to change the termination date of the contract to September 30, 2012.
2. Amend Article 4, Renegotiation, to change all 2011 dates to 2012.
3. Article 7, Quality Patient Care Fund, of the Memorandum of Understanding is modified as set forth in Attachment A hereto, which contains the full and complete understanding and agreement between the parties regarding the matters set forth herein.
4. 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 3, 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  
RESIDENT/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

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By  \_\_\_\_\_

By  \_\_\_\_\_  
WILLIAM T FUJIOKA  
Chief Executive Officer

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 \$2,200,000 each year for fiscal years 2009-2010, 2010 – 2011 and 2011 – 2012. The \$2,200,000 will be appropriated by relative employee size of the three institutions as follows: \$1,210,000 for the use of LAC+USC Medical Center house staff; \$495,000 for the use of Martin Luther King Jr./Drew Medical Center house staff; and \$495,000 for the use of Harbor/UCLA Medical Center. All funds must be spent in the fiscal year of allocation.

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 Martin Luther King, Jr.-Drew Medical Center will provide a monthly Patient Care Fund status report, utilizing the King-Drew Medical Center report format, 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.