

ACADEMIC YEAR: 2022 – 2023

<input checked="" type="checkbox"/>	Incoming Resident: One-Year Internship
<input type="checkbox"/>	Incoming Resident: Multi-Year Program
<input type="checkbox"/>	Incoming Fellow: One-Year or Multi-Year Program
<input type="checkbox"/>	Reappointment: Advance to Next Postgraduate Year in Program <input type="checkbox"/> Residency <input type="checkbox"/> Fellowship

RESIDENCY TRAINING AGREEMENT

DEFINITION: The term “Resident” refers to all post-graduate medical residents (ACGME interns and residents).

I, **Resident Name**, the undersigned, hereby accept appointment as a PGY 1 Resident in the **Program** Residency Program (“Program”) sponsored by Kaiser Foundation Hospitals, a California nonprofit, public benefit corporation (“KFH”) and the Southern California Permanente Medical Group, (“SCPMG”), collectively referred to as Kaiser Permanente Southern California (“KPSC”), commencing on **July 1, 2021**, terminating on **June 30, 2022**. I agree to the terms and conditions of this Agreement and those incorporated herein by reference.

General Provisions

The Program will be under the supervision of <<**Name, MD or DO**>>, Program Director of the **Program** Residency Program. KPSC oversight shall be provided by the Designated Institutional Official (“DIO”).

KPSC declares that the primary purpose of the Program is educational and agrees to adequately support the educational experiences and opportunities required by the Program, in accordance with the current Accreditation Council for Graduate Medical Education (“ACGME”) Program Requirements and Institutional Requirements, as amended from time to time.

Terms of Appointment

The period of appointment is one academic year, commencing on **July 1, 2021** and ending on **June 30, 2022**. I understand that appointment is expressly conditional upon my meeting employment eligibility requirements of the Program, including the completion of a background check and pre-employment drug testing, confirmation of authorization to work in the United States, a mandatory orientation and compliance training, and satisfactory performance during the entire appointment period. If the Program Director determines that I have not performed satisfactorily or have failed to comply with employment and/or Program requirements, I may be terminated from the Program before the one-year appointment period ends. Reappointment to the Program at a promoted post-graduate training level, if applicable, is contingent upon sustained satisfactory performance, demonstrated ability to perform at the expected level in the subsequent year, and the availability of an appropriate Program position. Notice of non-renewal of an appointment or reappointment to the Program in a non-promoted training level will be communicated at least four months prior to the end of this Agreement. If the primary reason(s) for non-renewal or non-promotion occurs within the four months prior to the end of this Agreement, written notice will be provided as the circumstances reasonably allow.

KPSC Obligations

KPSC agrees to provide a suitable clinical learning environment for the training of the Resident which substantially meets the standards and requirements of the ACGME and its Review Committees (“RC”). KPSC will conduct regular evaluations of the academic progress and competence of the Resident, including an appropriate combination of supervised patient evaluation and management functions,

procedures, and formal educational activities, and will maintain a confidential record of such evaluations. This record shall be reviewed periodically with the Resident.

Resident Responsibilities

I understand that the primary purpose of the Program is educational; therefore, in addition to the conditions specified above, I agree to:

- 1) abide by the regulations and requirements set forth in the KPSC GME Resident Policy and Procedure Manual (“KPSC Manual”), located on-line at the KPSC Residency website (<https://residency-scal-kaiserpermanente.org/>) and amended from time to time; and the Medical Group and Hospital and Health Plan Policies and Procedures located on-line at the SCAL Policy Library (kppl.policytech.com) or through My HR;
- 2) adhere to Kaiser Permanente’s policies and procedures and guidelines and such policies and procedures of Kaiser Foundation Hospitals and Kaiser Foundation Health Plan, Inc. as may be applicable to the GME Program, all as revised from time to time. Copies of these policies and procedures may be viewed at kppl.policytech.com;
- 3) abide by the licensure requirements and USMLE Step 3 policy of KPSC and state and federal law;
- 4) develop a personal program of self-study and professional growth with guidance from the Program Director and faculty;
- 5) abide by the work hours requirements listed in the KPSC Manual;
- 6) participate in safe, effective, and compassionate patient care, under supervision, commensurate with my level of advancement and responsibility;
- 7) participate fully in the educational and scholarly activities of the Program, and, as required, assume responsibility for teaching and supervising other residents and students;
- 8) participate in programs and activities involving the professional staff and adhere to all Program and facility practices, procedures, policies, rules, and regulations in all the participating sites of the Program;
- 9) participate in committees, especially those that relate to patient care, safety, and review activities and quality improvement;
- 10) participate in evaluating the quality of the education provided by the residency Program;
- 11) develop an understanding of the ethical, socioeconomic, and medico-legal issues that affect graduate medical education and how to apply high-value care and cost-conscious measures in providing patient care;
- 12) fulfill the duties of the assigned schedule of service, including on-call duty;
- 13) supply such equipment and materials as may be required;
- 14) adhere to applicable ACGME, Program, Medical Board of California, Osteopathic Medical Board of California, USMLE, Department of Justice (DEA), California law, and other requirements governing residents.

Resident Benefits

I understand that I will receive an annual salary of \$ <<salary>> and annualized housing stipend of \$(depends on Med Ctr). Other benefits, including paid time off (vacation, education and sick leave), leaves of absence, insurance (health, dental, life, and disability), employee assistance (counseling) program, accommodations for disability, resident services, retirement options, license fee

reimbursements, and other benefits to which I may be entitled are contained in the KPSC Manual or on the My HR website.

Leave of Absence and Effect on Program Completion

I understand that any leave of absence, if granted by the Program Director, may affect my ability to satisfy requirements for Program completion and eligibility for specialty board examinations. In such case, I agree to extend my training period, as determined by the Program Director, and contingent on the availability of an appropriate Program position.

Professional Liability Coverage

I understand that I will receive professional malpractice liability claim coverage (“Coverage”) for all authorized activities performed within the course and scope of the Program at KPSC and assigned rotations. (See description of coverage in KPSC Manual). Any Program activities not performed at Kaiser Permanente Medical Center facilities must meet the Program policy requirements and must be approved, in advance, by the Program Director. Any elective rotations require advance approval by the Program Director and the DIO. Elective rotations may not be eligible for KPSC-provided Coverage; in such cases, the Resident will be required to provide professional malpractice liability claim coverage independently. “Moonlighting” (professional activity outside of the course and scope of the Program) is not eligible for KPSC-provided Coverage. KPSC-provided Coverage does not cover any form of intentional misconduct, nor punitive damages that arise from intentional misconduct.

Performance Evaluations and Disciplinary Actions

My performance will be evaluated at least semi-annually by the Program Director. I understand that the Resident Professional and Academic Grievance Process as outlined in the KPSC Manual governs resident disciplinary actions.

Health Screening

As a new Resident, I understand that I will be required to have a complete health screening by Employee Health Services and will comply with all the requirements before beginning the Program. Further, I agree to provide evidence annually that I am free of infectious illness, including tuberculosis, and to promptly notify my Program Director should I develop an infectious disease or other impairment that could adversely affect patients and/or my residency training.

Harassment-Free Work Environment

Consistent with Kaiser Permanente’s Principles of Responsibility, KPSC is committed to creating and sustaining an environment of courtesy, dignity and respect. KPSC disapproves of, and will not tolerate, any kind of harassment or abusive conduct of employees or applicants for employment by anyone. KPSC’s Harassment-Free Work Environment policy can be found in the KPSC Manual and is hereby incorporated by reference. Kaiser Permanente’s Commitment to a Harassment-Free Work Environment policy, Equal Employment Opportunity and Affirmative Action policy, and its Equal Employment Opportunity Internal Complaint Procedure can be found on the My HR website, which also provides procedures and mechanisms for addressing sexual harassment complaints and issues.

Physician Impairment

Drug testing is a condition of employment. Policies governing physician impairment, including that due to substance abuse, are described in the KPSC Manual.

Moonlighting

Supplemental professional activity outside the Program (“Moonlighting”) requires medical licensure and prior written approval; Moonlighting may be permitted or denied at the sole discretion of the Program Director. Additional Moonlighting requirements may be found in the KPSC Manual and in the section above, entitled “Professional Liability Coverage.”

Termination

KPSC may terminate this Agreement, and thereby the Resident’s appointment, for any of the following reasons:

- 1) upon failure of the Resident to comply with any of the terms and conditions of this Agreement or the policies and procedures as written in the KPSC Manual; and/or the **Program** Residency Program Handbook;
- 2) if Resident has made any false or misleading statements, or has failed to provide complete and accurate information on his/her application for acceptance to the Program; or
- 3) as a result of disciplinary action conducted pursuant to the KPSC Manual and/or **Program** Residency Program Handbook;
- 4) patient safety, as determined by the Program Director and DIO at their sole discretion.

In the event that an appointment is terminated from the KPSC Residency Program, sufficient cause exists for termination of employment with KFH.

Resident may terminate this Agreement upon the failure of KPSC to perform its obligations under this agreement or upon Resident’s inability to fulfill his/her obligations pursuant to this Agreement due to total incapacity or extreme hardship. Resident must provide KPSC with thirty (30) days’ written notice of such termination.

This Agreement may also be terminated at any time upon the mutual agreement of Resident and the KPSC Residency Program. Such termination must be in writing and signed by both Resident and KPSC Program Director and/or the DIO.

As of the effective date of termination of this Agreement for any reason, Resident shall have no right to further compensation or benefits from KFH.

This Agreement shall be subject to the laws of the state of California. This Agreement is severable; any provision that is waived, not enforced, or deemed invalid, shall not affect the remaining provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

**Kaiser Foundation Hospitals, a California
nonprofit, public benefit corporation**

Resident

By: Julie Miller-Phipps
Regional President, KFH/HP

Resident Signature

Date

Date

Program Director

By: <<Name>>, Program Director
<<Residency>> Program

Date