

ACADEMIC YEAR: 2026-2027

<input type="checkbox"/>	Incoming Resident: One-Year Internship
<input checked="" 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: “Resident” means all post-graduate medical residents (ACGME interns and residents).

I, [Insert Resident’s Name], the undersigned, hereby accept appointment as a PGY [Insert Year] Resident in the [Insert Name of Training Program] Residency Program (the “**Program**”) sponsored by Kaiser Foundation Hospitals, a California nonprofit, public benefit corporation (“**KFH**”) and Southern California Permanente Medical Group (“**SCPMG**” and together with KFH, “**KPSC**”). I agree to the terms and conditions of this Residency Training Agreement and those incorporated herein by reference (collectively, the “**Agreement**”).

General Provisions

The Program will be supervised by [Insert Program Director’s Name] (the “**Program Director**”).

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 for one academic year (twelve (12) months), commencing on [____, 20__] and ending on [____, 20__], unless earlier terminated in accordance with the terms of this Agreement. 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, compliance training, a mandatory orientation, if applicable, confirmation of authorization to work in the United States, satisfactory performance during the entire appointment period, and the conditions of this Agreement. If the Program Director determines that I have not performed satisfactorily or have failed to comply with employment and/or Program requirements, or with this Agreement, I may be terminated before the twelve (12) month appointment period ends, in which event this Agreement shall become null and void. 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. Written notice of non-renewal of an appointment or reappointment to the Program in a non-promotional 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 my training, which substantially meets the standards and requirements of the ACGME and its Review Committees. KPSC will conduct regular evaluations of my academic progress and competence, 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 me.

Resident Responsibilities

I understand that the primary purpose of the Program is educational; therefore, I agree to:

1. abide by the following Program requirements, as revised from time to time, which are incorporated into and made part of this Agreement:
 - a. **regulations** and requirements set forth in the GME Resident Policy & Procedure Manual (“**Manual**”), posted on Kaiser Permanente’s Southern California Graduate Medical Education website (<https://residency-scal-kaiserpermanente.org/current-residents/policy-procedures/>); and
 - b. policies and procedures of SCPMG, KFH and Kaiser Foundation Health Plan, Inc. (“**KFHP**”), applicable to the Graduate Medical Education (GME) Program, including those provided in the Residency Training onboarding package in the MedHub system.
2. abide by the licensure requirements and The United States Medical Licensing Examination (USMLE) Step III policy of KPSC and state and federal law;
3. develop a personal program of self-study and professional growth with guidance from the Program Director and faculty;
4. abide by the work hours requirements listed in the Manual;
5. participate in safe, effective, and compassionate patient care, under supervision, commensurate with my level of advancement and responsibility;
6. participate fully in the educational and scholarly activities of the Program, and, as required, assume responsibility for teaching and supervising other residents and students;
7. participate in hospital 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;
8. participate in hospital committees, especially those that relate to patient care, safety, and review activities and quality improvement;
9. participate in evaluating the quality of the education provided by the Program;

10. 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;
11. fulfill the duties of the assigned schedule of service, including on-call duty;
12. supply such equipment and materials as may be required; and
13. adhere to applicable ACGME, Program, California Medical Board, 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 \$[Insert 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, resident services, retirement plan options, license fee reimbursements, and other benefits such as health benefits for my eligible dependents to which I may be entitled are listed in the Manual and on Kaiser Permanente’s Southern California Graduate Medical Education website - Salary & Benefits page: <https://residency-scal-kaiserpermanente.org/salary-benefits>.

Leave of Absence and Effect on Program Completion

I understand that a leave of absence 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 the description of coverage in the Manual. Coverage exclusions include any intentional actions such as sexual assault, battery, or criminal conduct. 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 Designated Institutional Official (“**DIO**”). Elective rotations may not be eligible for KPSC-provided Coverage, and supplemental professional activities outside of the course and scope of the Program (“**Moonlighting**”) are not eligible for KPSC-provided Coverage. In such cases, the Resident will need to independently obtain professional malpractice liability claim coverage.

Duty in the Event of an Incident, Claim, or Lawsuit

In the event of an incident, claim, or lawsuit, I will cooperate in the investigation and the defense of the claim or lawsuit. My obligations include meeting with KFHP/KPSC representatives, attorneys hired by KFHP/KPSC, and attending any legal hearings, depositions, trials, or arbitrations as requested by KFHP/KPSC Counsel or KFHP/KPSC representatives. I must aid in securing and providing information for the purpose of investigating or defending the claim or lawsuit and in effecting a settlement or resolution, as necessary. Failure to cooperate shall be sufficient grounds to terminate KPSC-provided coverage specific to the claim or lawsuit offense.

It is my responsibility to give KPSC notice immediately or as soon as practical of any claim, lawsuit, or incident that might likely result in a claim. Such notice should be provided to the Program Director and the DIO in writing. Failure to timely notify KPSC may result in the denial of a defense and/or indemnification.

Performance Evaluations and Disciplinary Actions

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

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 annually evidence that I am free of infectious illness, including tuberculosis, and to promptly notify the 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 Code of Ethical Conduct and its Commitment to a Harassment-Free Work Environment policy (NATL.HR.005), 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, including residents, or applicants for employment by anyone.

Equal Employment Opportunity

KPSC is committed to providing equal employment opportunities based on merit, qualifications, and competence. Kaiser Permanente's Equal Employment Opportunity (EEO) & Internal Complaint Procedure policy (NATL.HR.003), as provided in the Residency Training onboarding package in the MedHub system.

Physician Impairment

Drug testing is a condition of employment. Policies governing physician impairment, including that due to substance abuse, are described in the Manual and are also subject to the reporting requirements of the California Medical Licensing Board and the California Podiatric Medical Board.

Moonlighting

Any Moonlighting requires prior written approval from the Program Director, which may be provided or withheld at their sole discretion, and medical licensure. Additional Moonlighting requirements may be found in the Manual. Notwithstanding anything to the contrary in this Agreement, liability coverage provided under this Agreement does not cover me if I participate in Moonlighting.

Termination

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

1. Upon my failure to comply with any of the terms and conditions of this Agreement or the policies and procedures as written in the Manual; or
2. If I have made any false or misleading statements to KPSC, or have failed to provide complete and accurate information on my application for acceptance to the Program; or
3. As a result of disciplinary action conducted pursuant to the Manual; or
4. Concerns regarding patient safety, as determined by the Program Director and DIO at their sole discretion.

If my appointment is terminated from the Program, sufficient cause exists for termination of my employment with KFH.

I may terminate this Agreement upon the failure of KPSC to perform its obligations under this Agreement or upon my inability to fulfill my obligations pursuant to this Agreement due to total incapacity or extreme hardship. I must provide KPSC with thirty (30) days' written notice of such termination.

This Agreement may also be terminated at any time upon the mutual written agreement of myself and the Program.

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



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.

Amendment

This Agreement may only be amended by mutual consent of the parties, provided such amendment is documented in writing and signed by me and a duly authorized representative of the Program.

Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via facsimile or electronic transmission shall have the same force, validity, and effect as the originals thereof.

[Remainder of Page Intentionally Left Blank]

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

Kaiser Foundation Hospitals, a California
nonprofit, public benefit corporation

Resident

By:

By:

Name: Michelle Gaskill-Hames, BSN,
MHA

Name:

Title: President
Southern California, and Hawaii
Markets

Date:

Date:

Acknowledged by:

**Southern California Permanente Medical
Group**

By:

Name:

Title: Program Director

Program:

Date: