

## RESIDENT PHYSICIAN TRAINING AGREEMENT

This Resident Physician Training Agreement (“*Agreement*”), dated as of July 1, 20--, is entered into by and between Kaiser Foundation Hospitals, a California nonprofit, public benefit corporation (“*KFH*”), and «*First\_Name*» «*Last\_Name*», «*Title*» (“*Resident*”).

### I. RECITALS

- A. KFH maintains a postgraduate medical education training program at its facility located at \_\_\_\_\_, California (the “*Training Program*”). The manager of the Training Program located at «**LOCATION**», California (the “*Facility*”) is known as the “*Program Director*.”
- B. Resident and KFH agree that the primary purpose of Resident's appointment is the educational experience provided to Resident in the Training Program in accordance with the specific program requirements (“*Program Requirements*”), as outlined in the “Essentials of Accredited Residencies in Graduate Medical Education” adopted by the Accreditation Council for Graduate Medical Education (“*ACGME*”) and in effect as of the date of this Agreement and as amended from time to time.

### II. APPOINTMENT

KFH hereby appoints Resident, and Resident accepts appointment, to the Training Program at the Facility in the department of «**Department\_Name**» at the **PGY-«Next\_PG»** level. Resident's initial and continued employment is contingent on:

1. Resident submitting to KFH a signed Agreement no later than -----
2. Resident submitting to KFH along with the signed agreement, copies of documentation to satisfy the I-9 Form completion requirement. A list of acceptable documents is enclosed. The actual I-9 Form must be completed by the resident in person no later than the first day of training and original acceptable documents must be provided by Resident no later than the third day.
3. Resident's promotion to the next post graduate level by the recommendation of the Program Director.

### III. KFH DUTIES

- A. The Training Program has been established pursuant to the institutional requirements (the “*Institutional Requirements*”) and specific program requirements as outlined in the “Essentials of Accredited Residencies in Graduate Medical Education” adopted by the ACGME and in effect as of the date of this Agreement, and as revised from time to time, (the Program Requirements and the Institutional Requirements are collectively referred to herein as the “*Requirements*”). The Requirements shall be available for Resident's review in the Center for Medical Education or in the Administrative Offices of the Training Program at the Facility.

- C. KFH agrees to provide Resident with a copy of the most recent version of the manual of Resident Benefits and Guidelines for the Facility (“*Manual*”) which sets out the benefits, educational policies, procedures, duties, responsibilities, and professional activities of a Resident at the Facility.
- D. KFH agrees to provide Resident with a certificate of completion (the “*Certificate of Completion*”) upon successful completion of the Training Program as verified by the Program Director.
- E. KFH, through its Program Director, agrees to:
  - 1. Provide Resident with feedback and formal evaluations not less than twice per year to address Resident’s academic progress and general performance, including, but not limited to, timely completion of medical records.
  - 2. Monitor Resident’s duty hours (“*Duty Hours*”) at the Facility and professional activities outside the Training Program Requirements. In particular, KFH shall ensure that Resident receives appropriate education and training through the use of Duty Hours assignments and appropriate faculty supervision. KFH has adopted written policies, a copy of which is available upon request, regarding Duty Hours designed to (i) support the physical and emotional well-being of residents, (ii) promote an educational environment, and (iii) facilitate patient care and safety (the “*Duty Hours Policy*”).
  - 3. Monitor all “*Moonlighting*” (as hereinafter defined) of Resident. For purposes of this Agreement, Moonlighting is defined as professional and patient care activities that are external to the Training Program. Residents are not required to engage in Moonlighting. If, however, a Resident should choose to Moonlight, whether internally within KFH or Kaiser Permanente (as hereinafter defined) or externally, such Resident shall be required to obtain, prior to commencing such Moonlighting, a written statement of permission from the Program Director. Permission to Moonlight will be granted at the sole discretion of the Program Director and such written permission shall be made a part of such Resident’s file. Notwithstanding anything preceding to the contrary, Moonlighting, whether internal within KFH or Kaiser Permanente or external, may be inconsistent with Resident having sufficient time for rest and restoration necessary for such Resident to effectively complete his or her educational experience and engage in safe patient care. Any Moonlighting engaged in by Resident, during the Training Program shall be counted toward the 80-hour weekly limit on Resident’s Duty Hours as set forth in the Duty Hours Policy. Resident’s performance in the Training Program will be monitored for the effect, if any, any Moonlighting may have upon Resident’s performance in the Training Program and any adverse effects may lead to withdrawal of permission to Moonlight and/or other remedial action as deemed appropriate in light of the totality of the circumstances.
  - 4. Define in accordance with the Requirements, the specific knowledge, skills, attitudes, and educational experiences required in order for each resident to demonstrate compliance with the six (6) ACGME competencies as stated in Sections III. E. (a), (b), (c), (d), (e) and (f) of the Institutional Requirements.

5. Facilitate, if necessary, Resident's access to appropriate and confidential counseling and/or medical and psychological support services.

#### IV. RESIDENT DUTIES

- A. Resident agrees to comply with, and be subject to, the Manual, the policies and procedures, rules of conduct, and professional and ethical standards of KFH, Kaiser Foundation Health Plan, Inc. ("*Plan*") and the Southern California Permanente Medical Group ("*Medical Group*") (KFH, the Plan and the Medical Group are collectively referred to herein as "*Kaiser Permanente*") and the Training Program, including, but not limited to, Kaiser Permanente's Commitment to Harassment-Free Work Environment Policy (the "*Harassment-Free Policy*"), each as amended from time to time. Furthermore, any resident has the right to file and pursue complaints of harassment under the Harassment-Free Policy. A copy of such policy shall be provided to Resident. In the absence of any specific policies in a department in which Resident is rendering services pursuant to this Agreement, the policies and procedures of Kaiser Permanente will apply.
- B. Resident agrees to comply with the health screening and immunization requirements of Kaiser Permanente as set forth in the Manual. Such screening and immunization must be completed prior to Resident starting the Training Program.
- C. If Resident is a graduate of an approved US or Canadian Medical School (US/Canadian Graduate), Resident agrees to take and pass the United States Medical Licensing Examination (USMLE) Part III or, if applicable, the Comprehensive Osteopathic Medical Licensing Examination (COMLEX) Part III prior to Resident's 25<sup>th</sup> month of training in an ACGME accredited program.
- D. Licensing:
  1. If Resident is a US/Canadian Graduate, Resident further agrees to obtain licensure from the Medical Board of California or, if applicable, from the Osteopathic Medical Board of California prior to beginning his/her 25<sup>th</sup> month of an ACGME accredited training program.
  2. If Resident is an International Graduate, Resident agrees to obtain licensure from the Medical Board of California prior to his/her 37<sup>th</sup> month of postgraduate training in an ACGME accredited training program. (California Business and Professions Code Section 2066 allows international medical school graduates to engage in three years of postgraduate training without a license.)
  3. If Resident is a Fellow, Fellow Resident must possess a California Medical License prior to starting fellowship training. (Out-of-state licenses are not valid in California)
  4. The licensing requirements stated above are automatically revised if necessary to comply with applicable laws or regulations. Failure to obtain or maintain required licensure will be governed by relevant KFH policies in effect at the time, including availability of unpaid time off. Resident will not be permitted to work in violation of licensure requirements.

- E. Resident agrees to develop a personal program of self-study and professional growth under the guidance of the Program Director and/or Training Program teaching faculty.
- F. Resident agrees to participate fully in the educational and scholarly activities of the Training Program and, as required by Program Director, assume responsibility for teaching and supervising other residents and/or medical students.
- G. Resident agrees to comply with all the Training Program teaching faculty evaluation processes established by the Training Program and/or the Program Director.
- H. Resident agrees to participate in effective, safe, and compassionate patient care under the supervision of the Program Director and/or the Training Program teaching faculty commensurate with Resident's level of advancement and responsibility.
- I. Resident agrees to develop an understanding of ethical, socioeconomic, cultural, communication, and medical/legal issues that affect the provision of cost effective patient care and medical practice consistent with the Training Program's policies and procedures.
- J. Resident agrees to immediately notify the Program Director, the Training Program's Chief Resident(s), and/or the Training Program teaching faculty if Resident is unable to fulfill his or her assigned duties for any reason.
- K. Resident agrees to fulfill his or her Training Program responsibilities, including on-call duties, as assigned by the Program Director.
- L. Resident agrees to comply with the Medical Board of California rules and regulations and the Resident registration and/or licensure requirements of California, as amended from time to time.
- M. Resident agrees to comply with the medical records completion policy of KFH, as amended from time to time. Compliance with such medical records completion policy will be monitored through performance evaluation process and non-compliance shall result in disciplinary action.

## **V. COMPENSATION AND BENEFITS**

- A. Resident shall receive the gross sum of **\$«Salary»** during the Term of this Agreement, less any and all applicable federal, state and local taxes and such other deductions as are authorized by Resident (the "*Base Pay*"). Base Pay shall be payable every two (2) weeks for services rendered during the prior two (2) week period. Payment shall be made in the manner customarily utilized for payment of KFH employees. KFH shall prorate the amount payable if this Agreement is terminated prior to the expiration of the then-current Term.
- B. KFH agrees to provide, and the Resident agrees to accept the health, disability and other benefits, which benefits are subject to change at the sole discretion of KFH, as described in the Manual. As of the commencement of this Agreement, such benefits include, but are not limited to, hospital and health insurance for Resident and his or her eligible family members, and access to disability

insurance for disabilities, if any, resulting from activities of Resident in the Training Program.

- C. KFH's obligation to provide the Base Pay and benefits shall cease if this Agreement is terminated in accordance with Paragraphs X or XI of this Agreement.
- D. Policies regarding meals and laundry are located in the Resident Manual.
- E. Policies regarding "Harassment-Free Work Place" and "Accommodations for Disabilities" are located in the KPSC GME Policy & Procedure Manual.

## **VI. MALPRACTICE COVERAGE**

During the Term of this Agreement, KFH, under a self-insurance program, provides Resident with professional liability coverage for any claims reported or filed for any alleged acts or omissions of Resident pursuant to any professional services provided by Resident pursuant to the terms of this Agreement and related to clinical activities within the scope of the Training Program under the supervision of licensed physicians approved by the Program Director. The coverage is on an occurrence basis which means that the Resident is covered even if he or she is no longer on staff when the action is filed as long as the activities occurred during the period of employment. The professional liability coverage provided under this Agreement shall not apply to any professional services performed by Resident outside the scope of the Training Program, including, but not limited to, moonlighting. Resident may contact the Program Director for any additional details of the professional liability coverage.

## **VII. RESIDENT IMPAIRMENT**

KFH has adopted written policies regarding how the impairment of physicians and Residents, including, but not limited to, impairment due to substance abuse, shall be handled. A copy of such written policy shall be sent to Resident upon written request.

## **VIII. LEAVES OF ABSENCE**

- A. KFH has adopted written policies governing vacation, illness and/or leaves of absence of Residents during the Training Program. Such policies address, among other things, when such absences shall be considered paid or unpaid, parental leave policy, and sick leave policy. A copy of these policies shall be provided to Resident.
- B. If Resident's time off for vacation, illness, and/or leave of absences during the Term of this Agreement exceeds a total of thirty (30) days, the Program Director, in his or her sole and absolute discretion, shall determine whether the Resident shall be required to make-up the time he or she has been absent in order to meet "Medical Specialty Board Certification Requirements" as adopted by the American Board of Medical Specialties ("ABMS"). The Program Director shall notify Resident, in writing, of any such "make-up" requirement.

## **IX. DISCIPLINARY ACTIONS**

- A. If (i) Resident's performance or professional conduct does not comply with the terms of the Manual, Kaiser Permanente policies and procedures, rules of conduct, professional or ethical standards, or with any other requirements of this

Agreement, or (ii) Resident's academic progress is unsatisfactory, the Program Director, in consultation with the designated institutional official, may take disciplinary action, including, but not limited to the following and not necessarily including progressive discipline:

1. Verbal counseling;
  2. Written counseling outlining the problems and remedial expectations;
  3. Probation with the conditions and terms of the probationary period defined in writing;
  4. Leave of absence or suspension from the Training Program without pay;
  5. Remedial training; or
  6. Termination of Resident from the Training Program.
- B. At the end of any probationary period, Resident shall be counseled and receive written notification of either full reinstatement, extended probationary period, or immediate termination from or non-renewal of Resident's appointment to the Training Program. Resident shall also receive written notification and verification of academic credit, if any, to be given by Program Director to Resident as of such point in time and whether Program Director will recommend Resident for medical specialty board certification.
- C. Disciplinary action that results in Resident being required to repeat training already completed, or involving any other reportable conditions under Medical Board of California laws or regulations shall be reported to the Medical Board of California by the Program Director.

## **X. TERM**

- A. This Agreement, and the Resident's appointment by KFH, **shall be for a period of one (1) year, beginning on July 1, \_\_\_\_\_, and expiring on June 30, \_\_\_\_\_** (the "*Term*"), unless sooner terminated in accordance with Paragraph XI of this Agreement.
- B. Re-appointment of Resident to the next postgraduate training year shall be made based on the recommendation of the Program Director and shall be contingent upon many factors including, but not limited to, Resident's successful completion of the current postgraduate year of education in the Training Program.
1. The Program Director shall provide Resident, at least four (4) months prior to the end of the then-current Term, written notice of non-renewal; provided, however, that if the reason for such non-renewal occurs during the four (4) month period prior to the end of the then-current Term, the Program Director shall provide Resident written notice of such non-renewal as soon as practicable.
  2. In the event of any such non-renewal, Resident shall be entitled to utilize the grievance and dispute resolution policies as described in Paragraph XII of this Agreement.

## **XI. TERMINATION**

- A. This Agreement may be terminated as follows:
  - 1. In the event of a material default by KFH of the terms of this Agreement, Resident may terminate this Agreement by giving thirty (30) days prior written notice to the Program Director and to the designated institutional official.
  - 2. In the event Resident fails to satisfactorily perform his or her duties and obligations pursuant to the terms of this Agreement or is otherwise in breach of this Agreement, KFH may terminate this Agreement, at any time, upon five (5) days prior written notice to Resident from the Program Director, in consultation with the designated institutional official.
- B. In the event this Agreement is terminated due to Paragraph XI. A. 2 above, Resident shall be paid only the compensation earned as of the time of such termination.
- C. Resident agrees that if this Agreement expires, is terminated or not renewed, for any reason whatsoever, Resident shall immediately deliver to Kaiser Permanente all property in Resident's possession or under Resident's control belonging to Kaiser Permanente.
- D. Resident will have the right to file grievances concerning any discipline or other action that could result in Resident's dismissal under the procedure for the redress of grievances outlined in the Manual as described in Paragraph XII below.

## **XII. GRIEVANCE AND DISPUTE RESOLUTION**

- A. The grievance and dispute resolution policies and procedures pertaining to the Training Program that apply to any disputes arising between Resident and KFH, the Medical Group, or any other KFH related entity or individual, including, but not limited to, disciplinary actions, dismissal, non-renewal of Resident's appointment, work environment, issues related to the Training Program or teaching faculty, or other issues or actions that could significantly affect or threaten a Resident's intended career development, are outlined in the Manual.
- B. Any disputes related to the Resident's medical care coverage pursuant to the Resident's relevant membership agreement with the Plan are exempt from the grievance procedures set forth in the Manual.

## **XIII. MISCELLANEOUS**

- A. This Agreement may only be amended in writing signed by both parties hereto. This Agreement contains the final and complete agreement between the parties. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by either party, or any representative of either party, other than those expressly contained herein. Each party has carefully read this Agreement and executes the same of its or his or her own free will.

- B. The provisions of this Agreement are severable. If any clause or provision herein is held to be invalid, unenforceable or illegal under applicable law, such holding shall not affect the validity and enforceability of the other clauses and provisions of this Agreement.
- C. No waiver of any breach of any covenant or provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach of such covenant or provision, or of any other covenant or provision in this Agreement. No extension of time for the performance of any obligation or act shall be deemed an extension of time for another performance of that obligation or act or for the performance of any other obligation or act.
- D. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

KAISER FOUNDATION HOSPITALS,  
a California nonprofit, public  
benefit corporation

Signature: \_\_\_\_\_

Name: «Dir\_Fname» «Dir\_Lname»  
**Program Director**

Date: \_\_\_\_\_

RESIDENT  
Department of «**Department\_Name**»

Signature: \_\_\_\_\_

Name: «First\_Name» «Last\_Name», MD  
**Resident**

Date: \_\_\_\_\_