

KAISER PERMANENTE NORTHERN CALIFORNIA {#Appointment Type} AGREEMENT

I, {#First Name} {#Last Name}, {#Medical School Degree}, the undersigned, hereby accept appointment as a {#Level} (hereinafter referred to as Resident or Fellow) in the {#Program} ("program") at the {#Site} ("Hospital") commencing on {#Contract Start Date}, terminating on {#Contract End Date}. I agree to the terms and conditions of the Agreement and those incorporated herein by reference.

GENERAL PROVISIONS

The program will be under the supervision of {#Program Director}, Program Director of the {#Program}, and {#Name of Chief of Department}, Chief of the {#Chiefs Department} Department. Kaiser Permanente affirms the primary purpose of the program is educational and agrees to adequately support the educational experiences and opportunities required by the program and accreditation oversight, as applicable.

TERMS OF APPOINTMENT

The period of appointment is twelve (12) months. I understand that employment is expressly conditional upon my employment eligibility including the completion of a background check, passing the pre-employment drug testing, which includes legal and illegal substances, 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 Kaiser Permanente and/or program requirements, I may be terminated before the one-year appointment period ends, in which event this Agreement shall become void. The conditions for reappointment and promotion to subsequent PGY levels is dependent upon the successful completion of previous PGY training levels, as determined by the residency or fellowship program director. Additional information is available in the Regional Graduate Medical Education Policy and Procedure manual located: <https://residency-nca.kaiserpermanente.org/current-residents/licensing-onboarding/> (<https://residency-nca.kaiserpermanente.org/current-residents/licensing-onboarding/>).

RESIDENT/FELLOW RESPONSIBILITIES

I understand that the primary purpose of the residency/fellowship program is educational; therefore I agree to:

1. develop a personal program of self-study and professional growth with guidance from the teaching staff;
2. abide by the work hour requirements listed in the Resident and Fellow Policy and Procedure Manual;
3. participate in safe, effective and compassionate patient care, under supervision, commensurate with my level of advancement and responsibility;
4. participate fully in the educational and scholarly activities of the residency or fellowship program and as required, assume responsibility for teaching and supervising other residents and students;
5. participate in hospital programs and activities involving the professional staff and adhere to hospital and residency/fellowship program practices, procedures, policies, rules and regulations;
6. participate in hospital committees, especially those that relate to patient care review activities;
7. participate in evaluating the quality of the education provided by the residency or fellowship program;
8. develop an understanding of the ethical, socioeconomic, and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in providing patient care;
9. fulfill the duties of the assigned schedule of service, including on-call duty; and
10. supply such equipment and materials as may be required.

RESIDENT/FELLOW BENEFITS

I understand that I will receive an annual salary of \${#Salary} and a one-time relocation stipend of \$2,000 for newly hired residents and fellows. Other benefits, including leaves of absence, employee assistance (counseling) program, accommodations for disability, to which I may be entitled are listed in the Resident and Fellow Policy and Procedure Manual and Statement of Personnel Policies and Summary Plan Description for Residents and Fellows, or Kaiser Foundation Health My HR website. The Program will provide timely notice of the effect of leave(s) on the ability to satisfy requirements for program completion. The Program will also provide information related to eligibility for specialty board examinations. I will not be required to sign a non-competition agreement.

PROFESSIONAL LIABILITY COVERAGE/OUTSIDE ACTIVITIES

I understand that I will receive professional liability coverage for all authorized activities performed within the scope of the program at the Hospital and assigned rotations. This coverage is the same as that provided to Kaiser Permanente physicians. Coverage is provided on an occurrence basis rather than on a claims-made basis. Professional liability coverage is not provided for any professional work or activities performed outside the residency or fellowship program. Any outside professional activities must meet residency and fellowship program policy requirements and be approved by the Program Director.

PERFORMANCE EVALUATIONS AND DISCIPLINARY ACTIONS

My performance will be evaluated at least quarterly by the Program Director. I understand that disciplinary actions are subject to the requirements of, and I am entitled to the benefits of the Resident and Fellowship Academic and Professional Appeal Processes, as outlined in the Resident and Fellow Policy and Procedure Manual.

PHYSICAL EXAMINATION

As a new resident or fellow, I understand that I will be required to have a complete physical examination before beginning the program. Further, I agree to provide annual evidence 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 or fellowship training. It is required that within three months of starting employment at Kaiser Permanente, you obtain a QuantiFERON TB test from a credentialed lab in the United States. I agree to comply with the Kaiser Permanente, state, and local regulations for COVID-19 immunization requirements and exception process, as applicable.

SEXUAL HARASSMENT

Any form of sexual harassment or exploitation is a violation of Kaiser Permanente Medical Care Program policy and will not be condoned or tolerated. The Kaiser Permanente sexual harassment and internal EEO complaint policies can be found on the KP Policy Library, which provide procedures and mechanisms for addressing sexual harassment complaints and issues.

PHYSICIAN IMPAIRMENT

Policies governing physician impairment, including that due to substance abuse, is described in the Resident and Fellow Policy and Procedure Manual and are also subject to the reporting requirements of the California Medical Licensing Board.

MOONLIGHTING

Supplemental employment for residents and fellows PGY 3 and above outside the residency or fellowship (moonlighting) requires prior written approval of the Program Director and Designated Institutional Official (DIO). Additional moonlighting requirements may be found in the Resident and Fellow Policy and Procedure Manual.

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

KAISER FOUNDATION HOSPITAL

{#Site Director}

Director, Graduate Medical Education

Date: _____

{#Senior Vice President Area Manager}

Senior Vice President & Area Manager

Date: _____

{#First Name} {#Last Name}, {#Medical School Degree}

{#Resident or Fellow}

Date: _____