

Residency Appointment Agreement

I, Resident Name, the undersigned, hereby accept appointment as a PGY-1 resident in the Internal Medicine Residency Program (“Program”) sponsored by Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. (“Health Plan”) and the Mid-Atlantic Permanente Medical Group, P.C. (“Medical Group”) (collectively referred to as “KPMAS”) commencing on 7/1/2020, terminating on 6/30/2021. 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 Julie M. Chen, MD, FACP, Program Director of the Internal Medicine Residency Program.

KPMAS declares that the primary purpose of the Program is educational and agrees to adequately support the educational experiences and opportunities required by the program.

Terms of Appointment

The period of appointment is one year. 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, and also 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 before the one-year appointment period ends, in which event this Agreement shall become void. Reappointment to the program at a promoted post-graduate training level 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-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.

KPMAS Obligations

KPMAS agrees to provide a suitable educational environment for the training of the resident physician which substantially meets the standards and requirements of the Accreditation Council for Graduate Medical Education (ACGME) and its Residency Review Committee (RRC). KPMAS will conduct regular evaluations of the learning and competence of the resident physician, including a combination of supervised, more complex and independent patient evaluation and management functions and formal educational activities, and will maintain a confidential record of such evaluations.

Resident Responsibilities

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

- 1.) abide by the regulations and requirements set forth in the KPMAS Residency Training Program Policy and Procedure Manual; the KPMAS Internal Medicine Residency Program Manual; Medical Group Policies and Procedures; and Health Plan Policies and Procedures;
- 2.) abide by the licensure requirements and USMLE Step III policy of KPMAS;
- 3.) develop a personal program of self-study and professional growth with guidance from the teaching staff;
- 4.) abide by the work hours requirements listed in the KPMAS Residency Training Program Policy and Procedure 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 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 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 residency 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; and
- 12.) supply such equipment and materials as may be required.

Resident Benefits

I understand that I will receive an annual salary of \$61,699.00. Other benefits, including paid time off (vacation 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 listed in the KPMAS Residency Training Program Policy and Procedure Manual and Total Rewards and Summary Plan Description or Health Plan's myHR website.

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 the availability of an appropriate Program position.

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 KPMAS and assigned rotations. (See description of coverage in KPMAS Residency Training Program Policy and Procedure Manual). Any outside professional activities must meet the Program policy requirements and must 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 Academic and Professional Appeal Processes/Employee Complaint Procedure, as outlined in the KPMAS Residency Training Program Policy and Procedure Manual.

Physical Examination

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 my Program Director should I develop an infectious disease or other impairment that could adversely affect patients and/or my residency training.

Sexual Harassment

Any form of sexual harassment or exploitation is a violation of Kaiser Permanente policy and will not be condoned or tolerated. The Kaiser Permanente sexual harassment and internal EEO complaint policies, can be found on the myHR website, which also provides procedures and mechanisms for addressing sexual harassment complaints and issues.

Physician Impairment

Policies governing physician impairment, including that due to substance abuse, are described in the KPMAS Residency Training Program Policy and Procedure Manual.

Moonlighting

Supplemental employment outside the program (moonlighting) requires prior written approval of the Program Director. Additional moonlighting requirements may be found in the KPMAS Residency Training Program Policy and Procedure Manual.

Termination

KPMAS may terminate this agreement, and thereby the resident physician's appointment for the following reasons:

- 1.) upon failure of the resident physician to comply with any of the terms and conditions of this agreement or the policies and procedures as written in the KPMAS Residency Training Program Policy and Procedure Manual and/or KPMAS Internal Medicine Residency Program Manuals;
- 2.) if resident physician 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 KPMAS Residency Training Program Policy and Procedure Manual and/or KPMAS Internal Medicine Residency Program Manual.

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

Resident physicians may terminate this agreement upon the failure of KPMAS to perform any of its obligations under this agreement or upon resident physician's inability to fulfill his/her obligations

pursuant to this agreement due to total incapacity or extreme hardship. Resident must provide KPMAS with thirty (30) days written notice of such termination.

This agreement may also be terminated at any time upon the mutual agreement of resident physician and the KPMAS Residency Program. Such termination must be in writing and signed by both resident and KPMAS Program Director and/or the Designated Institutional Official.

As of effective date of the termination of this agreement for any reason, resident shall have no right to further compensation of benefits from Health Plan.

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

Kaiser Permanente Mid-Atlantic States

Resident Physician

Julie M. Chen, MD, FACP
Director, Internal Medicine Residency Program

Trainee Signature

Date

Date

Machelle Behzadi, RN, MHA
VP, Quality, Regulatory, and Risk Management
Chief Nursing Executive

Date