

## PGY-1 RESIDENT AGREEMENT OF APPOINTMENT/Sample Contract

SCRIPPSHEALTH doing business as SCRIPPS CLINIC/SCRIPPS GREEN HOSPITAL (“Scripps”) and , M.D. (“Dr. ”) have entered into this Resident Agreement of Appointment (“Agreement”) as of \_\_\_\_\_, 2010. Dr. holds a medical degree and has been accepted as a PGY-1 into the SCRIPPS CLINIC/SCRIPPS GREEN HOSPITAL Internal Medicine Residency Program (“Program”), during which [he/she] shall have patient care responsibilities. Such individuals are referred to herein as “Resident” or “Residents.”

The purpose of this Agreement is to set forth the terms and conditions upon which Scripps has agreed to accept Residents into the Program. This Agreement also states the respective rights and responsibilities of Scripps and the Residents, and describes Scripps policies and standards applicable to all Residents.

### A. SCRIPPS’ RESPONSIBILITIES

1. Employ its best efforts to continue the accredited status of the Program throughout the education and clinical training period of the Resident.
2. Provide adequate, safe, and sanitary facilities in connection with the Program.
3. Employ reasonable efforts to limit the amount of assigned activity to Residents that is not directly related to their educational training.
4. Apply all applicable policies and standards in a uniform manner.
5. Conduct written critiques and performance evaluations of each Resident at appropriate intervals.
6. Maintain confidential records of each Resident that will be made available for inspection by the individual Resident in accordance with current Scripps policy.
7. Provide each Resident with reasonable access to appropriate administrative staff for the purpose of informal discussion and resolution of issues of mutual interest.
8. Provide medical library facilities on the premises for Residents.
9. In the extremely unlikely event that Scripps determines that the Program or any Scripps Institution at which the Program is located must be closed or reduced in size, the Residents, the Graduate Medical Education Committee, and the Designated Institutional Official will be informed as soon as possible when this would occur. If such a closure or reduction were to occur, Residents will be allowed to complete their education or will be assisted in enrolling in other ACGME accredited programs in which they can continue their education.
10. Neither Scripps nor the Program will require any Residents to sign a non-competition or restrictive covenant clause.
11. In accordance with applicable law, Scripps will provide a reasonable accommodation to any qualified Resident with a known disability who may need such accommodation to perform the essential position functions, unless undue hardship would result.

### B. RESIDENTS’ RESPONSIBILITIES

Residents are expected to:

1. Develop a personal program of study and professional growth with guidance from the teaching staff.
2. Participate in safe, effective and compassionate patient care under supervision. Such care shall be commensurate with each Resident’s medical licensure, level of advancement and responsibility.

3. Participate fully in the educational activities of the Program including those regarding physician impairment and, as required, assume responsibility for teaching and supervising other Residents and medical school students.
4. Participate in Scripps' programs and activities involving the medical staff and adhere to the applicable practices, procedures, and policies of Scripps, including but not limited to Scripps' Mission Statement and the Program Policies and Procedures.
5. Safely and competently perform the services required by Scripps. (Information about Scripps' programs available for assistance with physician stress, and policies for addressing physician impairment, including substance abuse and sleep deprivation, are attached as Exhibit E.)
6. Agree to undergo medical and/or psychological examination(s) as requested by the Scripps administration, which at its sole discretion and in accordance with applicable law, may require the Resident to undergo such examinations to verify that the Resident is capable of safely and competently rendering the services required by Scripps. All necessary testing shall be performed in accordance with applicable law and by physicians designated by Scripps administration and at Scripps' expense.
7. Participate in Scripps' committees and councils, especially those that relate to patient care review activities or medical education, as required by the Program.
8. Apply cost containment measures in the provision of patient care in accordance with Scripps' policy of providing cost-effective, quality care.
9. Complete in a timely fashion the necessary documentation of his/her training experience and the required documentation for Scripps, ACGME, ABIM, State of California, and the U.S. government.
10. Comply with the Resident/Fellow Moonlighting Policy, described in Exhibit A, in order to ensure that any such activities outside the educational program are duly authorized and monitored for any adverse effect on the Resident's performance in the educational program as defined in the Agreement, or with participation in the Program.
11. Abide by the Scripps substance abuse policy (Exhibit F). Scripps is committed to providing quality patient care and to protecting the safety, health, and well being of its employees. The use, possession, or sale of illegal drugs and/or alcohol in the workplace or while on duty is incompatible with this commitment.
12. Initiate application for medical licensure from the Medical Board of California by the end of the term of this Agreement, unless a specific written exception is provided by the Program Director.
13. Abide by the Scripps Harassment-Free Workplace Policy (Exhibit G).

C. APPOINTMENT/REAPPOINTMENT

1. Residents are appointed and promoted to the next level of training by the Program Director, with the assistance of the Chair of the Department of Medicine and members of the Interview and Selection Committee and the Residency Review Committee.
2. The period of appointment for PGY-1 Residents is from June 23, 2010, to June 30, 2011, provided performance and conduct are maintained at a satisfactory level.
3. Continuation of appointment decisions, and promotion to the next level of training decisions, as well as annual reappointment decisions, will be based solely on the quality of the Resident's performance and conduct, as documented. Reappointment and promotion will be effective on July 1<sup>st</sup> of each year. All notifications of dismissal, non-promotion, or non-renewal of the Agreement will be provided to a Resident in writing at least 4 months prior to the termination of the current Resident's Agreement. However, if the primary reason(s) for dismissal/non-promotion/non-renewal occurs within the four months prior to the end of the Agreement, the Resident will be provided with as much written notice as practicable of the Program's intent to dismiss, not renew the Agreement, or not to promote the resident, prior to the end date of the Resident's Agreement. Residents may implement grievance procedures, as outlined in the Due Process Guidelines (Exhibit B), if they receive written notice of dismissal, non-promotion, or intent not to renew their Agreements.

4. The Program Director will inform, in writing, any Resident whom the Program Director has determined requires additional time to meet the American Board of Internal Medicine's requirements for entrance to the certification examination.
5. A Resident shall proceed from one postgraduate level to the next postgraduate level unless:
  - a. He/she is released from the Program, or
  - b. His/her performance or conduct in the Program is determined to be below standard by the Program Director, in accordance with current Scripps' Due Process Guidelines (Exhibit B).
6. Failure to perform at an acceptable level at any time may result in termination from the Program, in accordance with policies and procedures delineated in current Scripps' Due Process Guidelines.

D. COMPENSATION

1. Compensation for Residents shall be evaluated and announced annually by Scripps.
2. Compensation shall be paid bi-weekly during the term of this Agreement.
3. Residents re-appointed to each succeeding year of postgraduate training shall be advanced to that postgraduate year's level of compensation in accordance with Exhibit C, "Payroll Grades".

E. HOURS

Scripps shall endeavor to:

1. Avoid assigning Residents to continuous hours extended over an unreasonable time period. Scheduling will be done in accordance with ACGME duty hours requirements and Scripps' Internal Medicine Program policy (Exhibit A, attached).
2. Fairly schedule duty time for each Resident, in accordance with Scripps Policies and Procedures and ACGME duty hours requirements, including the provision of adequate off-duty hours.
3. Require in-house call not more than every third night.
4. Distribute holiday call schedule equitably among Residents at the same postgraduate level, subject to patient care responsibilities.
5. Follow all ACGME requirements applicable to the Program.

F. SCHEDULING

1. A Resident on vacation or other authorized leave of absence shall not be required to make up night or weekend call for that specific period. The Chief Resident will be responsible for arranging coverage for Residents on authorized leave.
2. The Chief Resident will keep accurate records of each Resident's night, weekend and holiday call work. Residents will be permitted to exchange schedules, provided proper coverage is obtained and upon advance notification and approval of the Chief Resident and Program Director, and provided that the ACGME specified duty hour limitation is not exceeded.

G. LEAVE

1. Paid vacation/professional meeting leave must be scheduled by mutual agreement with the Chief Resident and the Program Director.
  - a. Residents shall accrue vacation/professional leave at the rate of fifteen (15) days per year, subject to the cap on accrual stated below. Scheduling of vacation leave will be in accordance with the Internal Medicine Policies and Procedures, with vacation leave not being available during specified rotations.



## H. BENEFITS

1. Scripps offers Residents the same comprehensive medical and dental insurance that is available to other Scripps employees, except that there will be no waiting period; the coverage provided by these benefits begins upon the first recognized day of the residency program. These benefits are provided through Scripps' flex credit system. Additionally, Residents may purchase additional coverage through the flex system. Dependents of a Resident are eligible for coverage consistent with the plans and rates offered to other Scripps employees. Residents may purchase this coverage through the flex system.
2. Scripps shall make available to Residents term life insurance consistent with programs offered for other Scripps employees. Residents may purchase additional insurance through the flex system.
3. Workers' compensation coverage is provided to Residents under the laws of the State of California for protection against postgraduate training program-related illness or injury.
4. Scripps offers Long-Term Disability Insurance to Residents consistent with programs offered for other Scripps employees. Residents may elect to purchase this insurance through the flex system.
5. State Disability Insurance and Paid Family Leave are provided to Residents under the laws of the State of California for protection against non-job related injury or illness, or to allow a Resident to provide care for a qualified family member. State law mandates that the employee pay for this coverage.
6. Professional liability coverage for Residents is provided, at the level provided to Scripps Clinic Medical Group, Inc., physicians (up to \$5,000,000 per claim and up to \$5,000,000 aggregate per calendar year for direct patient treatment; legal defense and "tail" coverage provided), when certain conditions are met, including but not limited to the following:
  - a. The Resident must be appropriately registered within his/her training program;
  - b. The Resident must fulfill specific assignments in appropriate locations, as determined by the Program Director, as part of his/her course of study; and
  - c. Resident must satisfy all applicable requirements of the State medical licensure laws.Details of the professional liability insurance policy are included as Exhibit D.
7. Parking is provided in the covered structure located directly to the north of the Anderson Outpatient Pavilion on the west side of the street.
8. Lab coats and scrubs are provided and laundered by Scripps in accordance with current policies and procedures.
9. On-call sleeping quarters are provided and serviced by housekeeping on a daily basis.
10. Confidential counseling, medical and psychological support services are available to the Resident upon request. See Exhibit E.
11. On-call meals are provided.

## I. DISCIPLINE, DISMISSAL, DUE PROCESS

Discipline and Dismissal are handled in accordance with current Scripps' Due Process Guidelines. These guidelines are included as Exhibit B in order to assure that they are readily available to the resident.

## J. CALL SCHEDULE AND ASSIGNMENTS

Residents will take call and carry out their assignments consistent with ACGME guidelines, Program and Scripps' policies, and the needs of the Internal Medicine Service.

K. TERM

The term of this Agreement shall be for one year, commencing on June 23, 2010, and terminating on June 30, 2011.

L. ENTIRE AGREEMENT

This Agreement, including all referenced exhibits, constitutes the entire agreement and understanding between Scripps and the Resident relating to the subject matter addressed herein and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements whether written or oral. This Agreement may only be amended or modified in a writing signed by the Resident and the Program Director.

This Agreement is effective as of the date initially set forth above.

Revised 2/25/10

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