

KECK MEDICAL CENTER OF USC
RESIDENT PHYSICIAN TRAINING AGREEMENT

This Resident Physician Training Agreement (this “**Agreement**”), dated as of [Click or tap to enter a date.](#) (the “**Effective Date**”), is entered into by and between Keck Medical Center of USC, a California nonprofit, public benefit corporation (“**KMC**”), and [Click or tap here to enter first name, last name and credential.](#) (“**Resident**”).

RECITALS

- A. KMC maintains a postgraduate medical education training program (the “**Training Program**”) at its facility in Los Angeles, California (the “**Facility**”). The manager of the Training Program at the Facility is known as the “**Program Director**.”
- B. Resident and KMC agree that while Resident will be a KMC employee during the Term (as defined in Paragraph IX.A), 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 Effective Date of this Agreement and as amended from time to time.

AGREEMENT

Now, therefore, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

II. APPOINTMENT

- A. KMC hereby appoints Resident and Resident accepts appointment, to the Training Program at the Facility in the department of Family Medicine at the **PGY-1** level. Resident’s initial and continued employment during the Term is contingent on:
 - 1. Resident submitting to KMC a signed Agreement no later than ten (10) days prior to the Effective Date.
 - 2. Resident providing proof of eligibility to work in the United States by submitting to KMC along with the signed Agreement, copies of documentation to satisfy the I-9 Form completion requirement. A list of acceptable documents will be provided by KMC. The actual I-9 Form must be completed by the Resident no later than the first day of the Training Program and original acceptable documents must be provided by Resident no later than the third day of employment.
 - 3. Acceptance of the KMC’s Agreement to Arbitrate Claims.

4. Successful completion of a pre-employment physical, including drug screening.
5. Source-verification of any specialty licenses, certifications, BLS, ACLS, PALS cards, if applicable, before Resident's first day of the Training Program.
6. Successful completion of a background screening. Should Resident's background screening results be unacceptable to KMC or reveal inaccurate information on Resident's employment application, this offer may be rescinded or your employment terminated, pursuant to state and local laws.

III. **KMC DUTIES**

- A. The Training Program has been established pursuant to the institutional requirements (the "***Institutional Requirements***") and Program Requirements (the Program Requirements and the Institutional Requirements are collectively referred to herein as the "***Requirements***"). The Requirements shall be available for Resident's review on the ACGME website (acgme.org).
- B. KMC, through its Program Director, agrees to:
 1. Provide Resident with feedback and formal evaluations not less than twice per year or as required by ACGME during the Term to address Resident's academic progress and general performance, including, but not limited to, timely completion of medical records.
 2. Monitor Resident's clinical and educational hours ("***Work Hours***") at the Facility and professional activities outside the Program Requirements. In particular, KMC shall ensure that Resident receives appropriate education and training through the use of Work Hours assignments and appropriate faculty supervision. KMC has adopted written policies (e.g., GME 115, Clinical and Educational Work Hours, and Moonlighting, and a copy of each such policy is available on the Hospital intranet. Work Hours are designed to (i) support the physical and emotional well-being of residents, (ii) promote a supportive educational environment, and (iii) facilitate patient care and safety.
 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, Resident should choose to Moonlight, whether internally within KMC or externally, Resident shall be required (a) to confirm that such Moonlighting complies with the conflict of interest policies available at <https://policy.usc.edu/conflict-of-interest/> and <https://policy.usc.edu/industry-relationships/>, and (b) to obtain, prior to commencing such Moonlighting, a written statement of permission from the Program Director. Permission to Moonlight will be granted and/or withdrawn at the

sole discretion of the Program Director and such written permission shall be made a part of Resident's file. Notwithstanding anything preceding to the contrary, Moonlighting may be inconsistent with Resident having sufficient time for rest and restoration necessary for 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 residents' work hours as set forth by the ACGME and as outlined in the Clinical and Educational Work Hours Policy. Resident's performance in the Training Program will be monitored for the effect, if any, that 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 at the discretion of the Program Director.

4. Define, in accordance with the Requirements, the specific knowledge, skills, attitudes, and educational experiences required for each Resident to demonstrate compliance with the six (6) ACGME competencies as stated in the Institutional Requirements.
5. Facilitate, if requested by the Resident, 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 policies and procedures, rules of conduct, and professional and ethical standards of the University of Southern California (the "**University**"), including its USC Care Medical Group, Inc. ("**Group**") and the Training Program, including, but not limited to the University Policy on Prohibited Discrimination, Harassment, and Retaliation. Electronic access to all policies 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 KMC and Group ("**Keck Medicine**") will apply.
- B. Resident agrees to complete all employment related training required by Keck Medicine, including, but not limited to, harassment prevention and awareness training. Resident further agrees to complete all such training by the deadlines established by Keck Medicine.
- C. Resident agrees to comply with the health screening and immunization requirements of KMC. Such screening and immunizations must be completed prior to Resident starting the Training Program and must be kept up to date as required by Keck Medicine Employee Health Policies (available on the KMC intranet).
- D. Licensing:
 1. Resident agrees to obtain a Postgraduate Training License (PTL) from

the Medical Board of California within 180 days of beginning training in an ACGME accredited training program and to obtain a Physician and Surgeon's License within the timeframe prescribed by the Medical Board of California.

2. Resident agrees to obtain a City of Los Angeles Fire Safety Card during new resident orientation and to keep the card up to date as required by KMC and the City of Los Angeles (requirements available on the KMC intranet).

3. The licensing and certification 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 KMC policies in effect at the time., Resident will not be permitted to work in violation of licensure or certification 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 the 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 KMC, 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 be paid at the annual rate of sixty-two thousand, four hundred dollars (\$62,400) for the first year of the Term. (the “**Base Pay**,” less any and all applicable federal, state and local taxes and such other deductions as are required by law or authorized by Resident. Base Pay shall be payable divided into twenty-six (26) bi-weekly installments during the Term. As referenced in Section XI.B.1, thirty (30) days prior to the end of the then current year of the Term, KMC will give Resident written notice of the salary for the next year of the Term. In the event that Resident does not sign such notice, Resident’s continued participation in the Training Program will be deemed to be consent to such salary. Payment shall be made in the manner customarily utilized for payment of KMC employees. KMC shall prorate the amount payable if this Agreement is terminated prior to the expiration of the Term.
- B. Effective, as prescribed by current KMC benefits administration, Resident will be eligible for health, disability, and other benefits as offered by KMC, which benefits are subject to change at the sole discretion of KMC, as described on its website (<https://employees.usc.edu/benefits-perks/>). Such benefits include, but are not limited to, hospital and health insurance for Resident and Resident’s eligible dependents and disability insurance for disabilities, if any, resulting from activities of Resident in the Training Program. Information on obtaining interim health and disability coverage through COBRA can be found at <https://employees.usc.edu/enrolling-in-benefits/>
- C. KMC’s obligation to provide the Base Pay and benefits shall cease if this Agreement is terminated in accordance with Paragraphs IX or X of this Agreement.
- D. Policies regarding meals (GME 118) and white lab coats (GME 100) are located on the KMC intranet.
- E. Policies regarding Harassment-Free Work Place and Accommodations for Disabilities are located on the KMC intranet and University website.

VI. **BOARD ELIGIBILITY**

Information regarding eligibility for the American Board of Family Medicine can be found on its website (<https://theabfm.org/become-certified>).

VII. **MALPRACTICE COVERAGE**

During the Term of this Agreement, KMC 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 Resident 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.

VIII. RESIDENT IMPAIRMENT

KMC has adopted written policies and procedures regarding how impairment of physicians and Residents, including, but not limited to, impairment due to substance abuse, shall be handled. These policies and procedures are available on the KMC intranet under Medical Staff Policies and Procedures.

IX. LEAVES OF ABSENCE

KMC 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 are available on the KMC intranet.

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 of absence in order to meet "Medical Specialty Board Certification Requirements" as adopted by the American Board of Medical Specialties. The Program Director shall notify Resident, in writing, of any such "make-up" requirement.

X. DISCIPLINARY ACTIONS

A. If (i) Resident's performance or professional conduct does not comply with the terms of Keck Medicine 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, as such term is defined by the ACGME, 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. Remedial training; or
5. Termination of Resident from the Training Program.

GME 116 Progressive Discipline and Appeals/Grievances provides greater detail and is available on the KMC intranet.

- 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.

XI. TERM

- 1. Provided Resident remains in good standing with the Program, this Agreement and Resident's appointment by KMC, shall be for a period of three (3) years, beginning on the Effective Date and expiring on [Click or tap to enter a date.](#) (the "**Term**").
- 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. Re-appointment is not guaranteed.
 - 1. If applicable, the Program Director will provide Resident, prior to the end of the current training year, written notice of an offer to promote to the next post-graduate training year and including salary for the upcoming training year.
 - 2. In the event no such offer is made, Resident shall receive advance notice of non-reappointment and shall be entitled to utilize the grievance and dispute resolution policies as described in this Agreement.

XII. TERMINATION

- A. In the event Resident fails to satisfactorily perform Resident's duties and obligations pursuant to the terms of this Agreement or is otherwise in breach of this Agreement, KMC may terminate this Agreement at any time, with written notice to Resident from the Program Director, in consultation with the Designated Institutional Official.
- B. In the event this Agreement is terminated, Resident shall be paid only the compensation earned as of the time of such termination.
- C. Resident agrees that if this Agreement expires or is terminated for any reason whatsoever, Resident shall immediately deliver to KMC all property in Resident's possession or under Resident's control belonging to Keck Medicine or the Training Program.

- 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 GME 116.

XIII. 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 Keck Medicine, or any other KMC 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 will be administered through KMC's standard grievance and dispute resolution process.

XIV. 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 as to its subject matter. 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 their 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.

[signature page follows]

Keck Medical Center of USC
A California nonprofit, public benefit corporation

Resident Acceptance

Joanne Suh, MD
Family Medicine Program Director

Date

Date
Family Medicine Program

Glenn Ault, MD
Physician Director GME
Designated Institutional Official

Date