

**SANTA BARBARA COTTAGE HOSPITAL
GRADUATE MEDICAL EDUCATION PROGRAM**

**CONTRACT FOR PROFESSIONAL SERVICES
RESIDENT PHYSICIAN**

This CONTRACT FOR PROFESSIONAL SERVICES—RESIDENT PHYSICIAN (this “Contract”) is entered into by and between _____, M.D. (“PROFESSIONAL”) and Santa Barbara Cottage Hospital (“HOSPITAL”). PROFESSIONAL hereby accepts appointment by HOSPITAL as a Resident, R1 level, subject to the following terms and conditions:

Term

1.0 Duration of Appointment. The term of PROFESSIONAL’s appointment, and employment, pursuant to this Contract is June 17, 2020 through June 25, 2021 (the “Term”). These dates may be adjusted, in a document signed by both parties, to accommodate receipt of the PROFESSIONAL’S Visa. It is understood that the PROFESSIONAL and HOSPITAL will proceed together with all haste to obtain the document.

1.1 Reappointment. Reappointment and/or promotion to the next level of training or the renewal of this agreement is at the sole and absolute discretion of the Program Director. Without limiting the foregoing, factors that will be considered by the Program Director, include, but are not limited to, the following: satisfactory completion of all training components, the availability of a position, satisfactory performance evaluations, completion of mandatory training, and full compliance with the terms of this agreement.

1.2 Notice of Non-Renewal. In the event that HOSPITAL elects not to renew this Contract, HOSPITAL shall provide written notice of its intent not to renew to PROFESSIONAL no later than four months prior to the expiration of the Term; provided, however, that in the event that the primary reason for nonrenewal occurs within the four month period prior to the expiration of the Term, HOSPITAL will provide PROFESSIONAL with as much advance written notice of its intent not to renew as the circumstances will reasonably allow. HOSPITAL’s notice of nonrenewal is grievable by PROFESSIONAL in accordance with Section 4.0 of this Contract.

Resident Responsibilities

2.0. Resident Responsibilities. PROFESSIONAL agrees to: 1) Fulfill the educational requirements of the Program; 2) Provide clinical services commensurate with his/her level of advancement and responsibilities; 3) Develop and follow a personal program of self-study and professional growth under guidance of the Program’s teaching faculty; 4) Obey and adhere to the policies, practices, rules, bylaws and the regulations of HOSPITAL including Hospital’s Human Resources policies and procedures and Hospital’s Graduate Medical Education Resident Physician Policies, available on the HOSPITAL website. By signing this contract, the PROFESSIONAL acknowledges that such Policies have been made available to the

PROFESSIONAL for his or her review, and that the PROFESSIONAL has had an opportunity to ask questions regarding the Policies.

2.1. Rotations. PROFESSIONAL shall provide quality medical care under the direction and supervision of Physician Faculty and the Program Director. Residents shall provide such care ethically and professionally, and in a safe, compassionate and effective manner. In providing medical care, PROFESSIONAL shall use appropriate cost-effective measures as may be recommended by HOSPITAL and/or PROGRAM. The Program Director will provide PROFESSIONAL with a schedule of rotations for the year of residency. Changes or deviations from such rotations may not be made without approval from the Program Director.

2.2 Pre-Employment Requirements. A pre-employment screening physical exam, including testing for illegal drugs, (including marijuana, which is illegal under federal law under all circumstances), is a standard requirement for all new employees of HOSPITAL. PROFESSIONAL will be required to undergo this screening and shall be subject to other pre-employment requirements as may be required by HOSPITAL including but not limited to those set forth on Exhibit A.

2.3 Duty Hours and Moonlighting. PROFESSIONAL's customary hours of duty and on-call responsibilities will be outlined independently by the Program Director and/or Chief Resident. Duty hours are defined as all clinical and academic activities related to the Program, i.e. patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours must be limited to 80 hours per week, averaged over a 4-week period, inclusive of all in-house call and moonlighting activities. The night and weekend on-call schedule will be published monthly and will be created in accordance with the ACGME work hour mandates. Moonlighting by PROFESSIONAL (defined as performing patient care or professional activities that are external to the educational program) shall be permitted only with a written statement of permission from the Program Director, and any such moonlighting will be monitored by HOSPITAL for the effects of these activities on performance and with the understanding by PROFESSIONAL that adverse effects may lead to withdrawal of permission to moonlight. HOSPITAL shall not be liable or responsible for any insurance, compensation, or other costs, expenses, or liabilities of any kind, resulting or arising from PROFESSIONAL'S moonlighting. (Refer to Resident Duty Hours Policy and Resident Moonlighting Policy)

2.4 Licensure. A Postgraduate Training License (PTL) issued by the Medical Board of California or the Osteopathic Medical Board of California must be obtained by December 31, 2020 for all new Residents and by June 30, 2020 for all returning Residents. Since the PTL is valid only until the end of the third year of training (including training elsewhere) a full California medical license must be obtained by the Resident prior to starting the PGY4 year. If the PTL or medical license is not obtained in the designated timeframe, this contract becomes null and void, and the employment relationship shall be terminated. The contract and employment relationship may be re-instituted and offered again at the sole and absolute discretion of the Program Director only after the Professional obtains valid licensure.

Hospital Responsibilities

3.0 Hospital Responsibilities: The HOSPITAL, to the best of its ability with available resources, will provide an educational training program which meets the accreditation standards of the ACGME and other applicable organizations.

3.1 Compensation. PROFESSIONAL will receive compensation for services in the gross amount of \$ 62,976.00 annually, subject to required payroll withholdings and other deductions as authorized by law. PROFESSIONAL is an exempt employee, paid on a salary basis and not eligible for additional compensation for overtime hours.

3.2 Vacation. PROFESSIONAL will be entitled to Fourteen (14) working days vacation per year as an R1, and twenty-one (21) working days vacation per year as an R2 or above. The exact time of vacation is to be determined by the Program Director and PROFESSIONAL, and all vacation scheduling is subject to approval by the Program Director. It is expected that PROFESSIONAL will use all his or her vacation during the Term. The Program Director may mandate the scheduling of vacation time when necessary. Additional paid time off for interviews and professional meetings may be authorized in writing at the discretion of the Program Director.

3.3 Disability and Life Insurance. HOSPITAL will provide disability insurance and life insurance at no cost to PROFESSIONAL during the term of this Contract. Additionally, PROFESSIONAL shall be covered by HOSPITAL's workers' compensation program to the extent that PROFESSIONAL suffers a work related injury or disability.

3.4 Professional Liability Insurance. HOSPITAL's Insurance Program provides professional liability (malpractice) coverage for all trainees in HOSPITAL's Graduate Medical Education Program for activities that are part of the training program. HOSPITAL's insurance program includes modified occurrence coverage for acts or omissions of the PROFESSIONAL that fall within the scope of the Education Program. PROFESSIONAL's coverage carries "built-in" tail coverage. The coverage afforded to PROFESSIONAL is consistent with the coverage provided by HOSPITAL to other medical/professional practitioners.

3.5 Health and Dental Insurance. HOSPITAL provides comprehensive health and dental insurance for PROFESSIONAL. Coverage will begin on the first day of the Term of this Contract and will end on the first day of the pay period following PROFESSIONAL's last day of employment. Benefits are payable as described in HOSPITAL's Human Resources Benefit Policy. Should PROFESSIONAL wish to include dependents in the insurance coverage, deductions will be taken from PROFESSIONAL's compensation as set forth in HOSPITAL's Human Resources Benefit Policy. Prescription medications will be provided in accordance with HOSPITAL's Human Resources Benefit Policy.

3.6 Call Rooms. Call rooms will be provided within HOSPITAL for when PROFESSIONAL is on-call. Such call rooms are assigned for sleeping and other professional activity and are not to be used for social purposes, personal matters or any activity that would cause damage to the reputation of HOSPITAL or PROFESSIONAL if publicly known.

3.7 Meals. A meal allowance will be provided to PROFESSIONAL to cover meal charges when responsibilities require the PROFESSIONAL's presence at HOSPITAL.

3.8 Relocation Assistance. New residents are eligible for HOSPITAL's Relocation Assistance Program, subject to a maximum of \$2,000.00, once and only once, at the beginning of training. This benefit is governed by the provisions of HOSPITAL's Relocation Assistance Policy, with the exception that the maximum benefit available to PROFESSIONAL is \$2,000. Relocation assistance is provided in the form of a loan with specified terms under which the debt may be forgiven. Execution of a promissory note will be required in order to receive Relocation Assistance.

3.9 Illness and Other Leaves of Absence. PROFESSIONAL agrees to notify the Senior/Chief Resident and Program Director when illness precludes fulfillment of work responsibilities. PROFESSIONAL is entitled to 12 paid sick days annually. Illness causing absence of over 24 hours may, at discretion of Program Director, require substantiation from the physician treating PROFESSIONAL. PROFESSIONAL shall also be entitled to leaves of absence as set forth in HOSPITAL's policies. However, the Specialty Boards governing the various programs impose limitations on the total amount of time that may be missed due to a leave of absence, and in some cases require the Residency training be extended by a like amount of time to make up for time lost while on leave.

3.10 Performance Evaluations and Certificate of Completion. HOSPITAL shall provide regular and timely performance feedback to PROFESSIONAL, and shall provide written performance evaluations at least twice during the Term. Evaluations shall be communicated to PROFESSIONAL in a timely manner and maintained in Resident's personnel file. HOSPITAL shall provide information related to eligibility for specialty board examinations. Upon completion of the term of service, HOSPITAL shall provide a final evaluation of PROFESSIONAL and a certificate confirming completion of training.

Grievance and Due Process

4.0 Grievances By Professional. Any grievances of PROFESSIONAL related to the work environment or issues related to the program or the faculty (other than discipline imposed by Program Director) if not satisfactorily resolved on an informal basis by the Program Director, may be brought up either in writing or verbally to the Education Advisory Committee of that Program. If still unresolved by that Committee, the grievance then proceeds to a specially convened Grievance Panel of HOSPITAL for resolution. (Refer to Resident Grievance Procedure for Appeal of a Correction Action).

4.1 Discipline By Hospital. If there is unprofessional behavior or unsatisfactory work by PROFESSIONAL, as determined by the Program Director and Residency Education Advisory Committee, which is not informally resolved between the PROFESSIONAL and Program Director or is deemed unsuitable for informal resolution, written notification of those deficiencies will be provided to PROFESSIONAL. The circumstances are then reviewed following the format outlined in the Resident Grievance Procedure for Appeal of a Correction Action. One of the potential outcomes of this process is the dismissal of PROFESSIONAL,

resulting in the termination of this agreement. At all times during the Resident Grievance Procedure for Appeal of a Correction Action PROFESSIONAL is guaranteed due process and may be represented by legal counsel. PROFESSIONAL shall be entitled to grieve academic or disciplinary actions that could result in dismissal, nonrenewal of the Contract or other actions that could significantly threaten a resident's intended career development.

Miscellaneous

5.0 Amendments. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by PROFESSIONAL and an authorized representative of HOSPITAL.

5.1 Entire Agreement. This Agreement, together with any amendments and exhibits hereto and other documents referenced herein, contain the entire agreement and understanding between the parties concerning the matters discussed herein and supercede and replace all prior agreements and understandings, whether oral or written. PROFESSIONAL agrees that in accepting employment with HOSPITAL, PROFESSIONAL has not relied upon any representation, warranty or promise not otherwise contained in this Agreement.

5.2 Successors and Assigns. The rights and obligations of HOSPITAL under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of HOSPITAL. PROFESSIONAL shall not be entitled to assign any of PROFESSIONAL's rights or obligations under this Agreement.

5.3 Waiver. Either party's failure to enforce any provisions of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that party from enforcing each and every other provision of this Agreement.

5.4 Severable Provisions. The provisions of this Agreement are severable and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

5.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the others.

5.6 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard for its conflicts of laws principles.

5.7 ACKNOWLEDGMENT. By executing this Agreement, PROFESSIONAL acknowledges that PROFESSIONAL has read and has had an opportunity to consult with his/her own legal counsel in connection with this Agreement.

“PROFESSIONAL”

Signature

M.D.

Date

“PROGRAM”

By: _____
Signature
Andrew Gersoff, M.D.
Program Director, Internal Medicine Residency

Date

“HOSPITAL”

By: _____
Signature
Edmund Wroblewski, M.D.
Vice President Medical Affairs
Chief Medical Officer

Date

EXHIBIT A

PROFESSIONAL shall have completed the following checklist prior to commencement of employment, with exceptions only as explicitly noted below:

1. A physical examination, current within 12 months of start date.
2. Proof of Hepatitis B vaccination or a signed declination statement-
3. Hepatitis B core antibody
4. Hepatitis B surface antibody
5. Proof of immunity to the following: (i.e., positive antibody titer or record of vaccination): Varicella, Rubella, Rubeola, Mumps
6. Current drug screen within 30 days of start date. Substance Abuse Panel #10 (SAP 10). Substances screened are for the illegal use of Schedule I and II. A valid prescription is needed to support proof of legal use of scheduled drugs.

Amphetamines	Barbiturates	Benzodiazepines
Cocaine Metabolites	Marijuana Metabolites	Methadone
Methaqualone	Opiates	Phencyclidine
Propoxyphene	Alcohol, Ethyl (U)	

7. TB screening (PPD skin test within 4 weeks of start date or if positive, a completed TB symptom questionnaire current within 4 weeks of start date to determine if they have active symptoms.)
8. Criminal background check and OIG verification.

PHYSICIAN will be required to obtain TB screening and Drug Screening from HOSPITAL's Occupational Health Medical Center within 3 days of start date. The associated expense for these screenings will be covered by HOSPITAL.