

**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 Insert resident name, 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:

1. **Term.** The term of PROFESSIONAL’s appointment, and employment, pursuant to this Contract is **June 19, 2008 through June 20, 2009** (the “Term”). 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 16 of this Contract.
2. **Compensation.** PROFESSIONAL will receive compensation for services in the gross annual amount of \$ [*Insert salary amount*] 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. **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. In the exceptional circumstance that vacation time remains unused at the end of the Term, PROFESSIONAL will be paid for the value of such vacation time. Additional paid time off for interviews and professional meetings may be permitted at the discretion of the Program Director.
4. **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.
5. **Malpractice Insurance.** HOSPITAL’s Insurance Program provides professional liability (malpractice) coverage for all trainees in HOSPITAL’s Graduate Medical Education 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.
6. **Health and Dental Insurance.** HOSPITAL provides comprehensive health and dental insurance for PRO-

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 Resident Benefit Policy. Should PROFESSIONAL wish to include dependents in the insurance coverage, deductions will be taken from PROFESSIONAL's compensation as set forth in Resident Benefit Policy. Prescription medications will be provided in accordance with Resident Benefit Policy.

7. **Housing.** PROFESSIONAL understands and agrees that he/she will be responsible for his/her own housing. 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.

8. **Meals.** Meals tickets will be provided to PROFESSIONAL to cover meal charges when on-call responsibilities require the PROFESSIONAL's presence at HOSPITAL.

9. **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 available to PROFESSIONAL only as an R1, not as an R2 or beyond. 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.

10. **Illness and Other Leaves of Absence.** PROFESSIONAL will accrue one (1) day of sick leave for each month worked. Sick leave does not accrue during a leave of absence 30 days or more. PROFESSIONAL agrees to notify the Senior/Chief Resident and Program Director when illness precludes fulfillment of work responsibilities. Illness causing absence of over 24 hours may, at discretion of Program Director, require substantiation from the physician treating PROFESSIONAL. Sick leave can be used for the PROFESSIONAL'S illness, and up to half the PROFESSIONAL'S sick leave each year may be used for the illness of the PROFESSIONAL'S child, parent, spouse or registered domestic partner. Sick leave may also be used for time away from work to obtain a medical diagnosis, treatment, a physical exam or for pregnancy. PROFESSIONAL shall also be entitled to leaves of absence as set forth in HOSPITAL's policies; provided, however, that any leave of absence may necessitate the extension of term by a like number of days as a condition of satisfactory completion of the residency program.

11. **Hours of Duty.** PROFESSIONAL's customary hours of duty and on-call responsibilities will be outlined independently by the Program Director and/or Chief Resident. PROFESSIONAL understands and agrees that as a physician, PROFESSIONAL is expected to remain on duty until PROFESSIONAL's responsibilities are fulfilled, including appropriate transfer of care to the covering physician. The night and weekend on-call schedule will be published monthly by the Office of Medical Education and will be created in accordance with the AC-GME work hours mandates. Moonlighting by PROFESSIONAL (defined as performing patient care or professional activities that are external to the educational program) shall be permitted only with the 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.

12. **Rotations.** 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.

13. **Rules and Regulations.** PROFESSIONAL agrees to abide by the rules and regulations as listed in the Resident Physician Policies Manual, published by the Office of Medical Education, a copy of which has been received and reviewed by PROFESSIONAL.

14. **Licensure**. If this Contract is for R3 training or above, PROFESSIONAL must have an active California medical license no later than the first day of the Term to make the Contract valid. The Contract is null and void without such license on the designated date; the Contract may be offered again at the discretion of the Program Director only after PROFESSIONAL obtains valid licensure. The only exception to this provision is for International Medical Graduates, who must have an active California medical license by the beginning of their R4 training. These legal requirements of the State of California are neither negotiable nor modifiable.

15. **Pre-Employment Requirements**. A pre-employment screening physical exam, including testing for illegal drugs, 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.

16. **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 resident or Program Director may request a specially convened Grievance Panel as outlined in "Resident Physician Grievance Procedure."

17. **Discipline By Hospital**. In the event of unprofessional behavior or unsatisfactory work by PROFESSIONAL, as determined by the Program Director and Residency Supervisory Committee, which is not informally resolved by the Program Director, written notification of alleged deficiencies is provided to PROFESSIONAL. The circumstances are then reviewed following the format outlined in the Grievance Procedure included in the Resident Physician Policies Manual and HOSPITAL's policy entitled "Resident Physician Grievance Procedure" (a copy of which is attached as Exhibit B). 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 Grievance Procedure 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.

19. **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, which evaluations shall be communicated to PROFESSIONAL in a timely manner and maintained in Resident's personnel file. Upon completion of the term of service, HOSPITAL shall provide a final evaluation of PROFESSIONAL and a certificate confirming completion of training.

21. **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.

22. **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.

23. **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.

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 and Antibody titers.
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
6. BKAT Testing
7. 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)	

8. 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.)
9. Criminal background check and OIG verification.

PHYSICIAN will be required to obtain TB screening and Drug Screening within 3 days of start date. The associated expense for these screenings will be covered by HOSPITAL.