

NORTH CAROLINA BAPTIST HOSPITAL

RESIDENCY TRAINING PROGRAM AGREEMENT

AGREEMENT made this _____ day of _____, 20____, between NORTH CAROLINA BAPTIST HOSPITAL ("NCBH") a North Carolina non-profit teaching hospital affiliated with the Wake Forest University School of Medicine, which are both constituents of Wake Forest University Baptist Medical Center, and _____, hereinafter referred to as "House Officer."

1. Term of Appointment

The undersigned agrees to accept appointment as a House Officer _____ in the Residency Training Program sponsored by Wake Forest University Baptist Medical Center ("WFUBMC") in the services of _____ (Department) ("RTPD"). This appointment is for a period of one (1) year commencing _____ 20____, unless otherwise terminated as hereinafter provided.

Except as to Section 16 (Termination) or a Preliminary Program, reappointment shall be made at each Post Graduate Year rank on an annual basis, subject to the recommendation of the Chair of the Department (see the North Carolina Baptist Hospital's, House Staff Handbook [Promotion of Residents]). Recommendation for reappointment, promotion, and certificate of completion of the Residency Training Program shall be based upon the performance of the House Officer as documented in the written evaluations and all documents pertaining to the performance of the House Officer at his/her current rank and his/her ability to continue to master the skills and body of knowledge in the field of the Residency Training Program.

Residents must be provided at least 4 months written notice of intent not to renew a resident's training program agreement. If the primary reason for non-renewal occurs within 4 months prior to the end of the agreement or appointment, the resident must receive as much written notice of the intent not to renew/reappoint as circumstances reasonably allow.

If not reappointed (except for Preliminary Programs) residents may utilize the Grievance Policy. (Section 20, Residency Training Program Agreement, Grievance Procedure for Non-Reappointment.)

2. Responsibilities of NCBH

NCBH shall make best efforts to provide a residency experience to the House Officer that will be in substantial compliance with the Accreditation Council on Graduate Medical Education's ("ACGME") Essentials of Accredited Residencies in Graduate Medical Education: Institutional and Program Requirements. NCBH is the major teaching facility for the Residency Training Program. WFUSM is responsible for the oversight of the academic components of the Residency Training Program. NCBH and WFUSM will make best efforts to ensure that the House Officer will have the opportunity to develop a program of continued professional growth with guidance from the teaching staff.

3. Responsibilities of House Officer

The House Officer shall perform his/her duties and at all times conduct himself/herself in compliance with the Medical Staff Bylaws, Rules and Regulations and policies of NCBH and of affiliated hospitals to which the House Officer may rotate as part of the Residency Training Program, as well as with all, state and federal, rules, laws, and regulations.

3. 1 The House Officer is expected to demonstrate:

- a) Patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health;
- b) Medical knowledge about established and evolving biomedical, clinical, and cognate (e.g., epidemiological and social-behavioral) sciences and the application of this knowledge to patient care;
- c) Practice-based learning and improvement that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care;
- d) Interpersonal and communication skills that result in effective information exchange and teaming with patients, their families, and other health professionals;
- e) Professionalism, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population;
- f) Systems-based practice, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system for health care and the ability to effectively call on system resources to provide care that is of optimal value;
- g) The House Officer is expected to develop a personal program of learning to foster continued professional growth with guidance from the teaching staff;
- h) Participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other residents and students;
- i) Perform all duties in accordance with the established practices, procedures, and policies of NCBH and the Residency Training Program and those of its programs, clinical Departments and other institutions to which the House Officer is assigned; including among others, state licensure requirements for physicians in training;
- j) With respect to his/her participation in direct patient care activities overall, professional training, and academic affairs, the House Officer shall be responsible to the members of the Medical Staff of NCBH and its affiliated hospitals under whose supervision he/she may service, to the Chair of the Department, and to the Residency Training Program Director (RTPD); and
- k) The House Officer acknowledges an obligation to maintain, through the duration of this Agreement, a valid Resident's Training License in the state of North Carolina, or a temporary or limited license, or otherwise comply with the applicable provisions of North Carolina law pertaining to licensure in effect from time to time. The House Officer agrees to provide the RTPD and

Medical Staff Services with immediate written notification of any action taken or contemplated being taken and for which the House Officer has received notice, which may subject the House Officer's North Carolina license, temporary or limited license, to disciplinary action, including, but not limited to, suspension, revocation, limitation or other restrictions. Upon receipt of such notice, NCBH may, at its option and sole discretion, immediately terminate this Agreement or suspend its obligations hereunder, pending outcome of any such proceedings; and

- l) The House Officer warrants and represents that he/she is a doctor of _____ (medicine, dentistry, or osteopathy).

4. Compensation

The House Officer will be on the payroll of NCBH. While on the payroll of NCBH, compensation for the position will be as set forth in Exhibit A, which is attached hereto and incorporated by reference.

5. Duty Hours and Call Schedule

A House Officer shall perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with NCBH's House Staff Policy entitled, "Policy Regarding Resident Duty Hours," applicable federal, state and local laws, rules, regulations and policies, and Accreditation Council for Graduate Medical Education ("ACGME") requirements. If a scheduled duty assignment is inconsistent with such policies, laws, rules, regulations or requirements, the House Officer shall bring such inconsistency to the Program Director who shall take the necessary steps to reconcile or cure such inconsistency.

6. Vacation

The House Officer shall be entitled to vacation each year as set forth in Exhibit A. Such vacation shall be taken at a time in agreement with the provisions of the vacation policy of the Residency Training Program and the annual rotation schedule.

7. Fringe Benefits

In addition to the compensation described in Section 4, the Hospital agrees to provide the House Officer certain fringe benefits summarized in Exhibit B, which is attached hereto and incorporated by reference during the term of this Agreement which are subject to change from time to time and may be modified by the Hospital in its sole discretion. The Hospital will use best efforts to notify the House Officer of significant changes as they occur with respect to such benefits and will provide more detailed information upon request. It is understood and agreed by the House officer that due to the need for brevity and the fact that certain fringe benefits are provided through contracts of insurance containing detailed descriptions of benefits and through Hospital policies which are subject to change from time to time, Exhibit B entitled "Fringe Benefits" shall be construed as a brief summary of some of the elements of the various fringe benefits that may be provided, and will not be construed as binding upon the Hospital.

8. Leave

The House Officer shall be entitled to medical, family, and professional leave in accordance with the leave policy in the Handbook.

Leaves are granted for medical, family, personal, or educational purposes. A leave must be requested in writing to the RTPD and the Medical Staff Services Office and must state the reason and expected duration of the leave. Department conditions, as appropriate, such as medical clearance, must be met before the House Officer can return, and a deadline (by which the House Officer must request termination of the leave for a place to be held in the appropriate class) will be set by the RTPD at the time leave is granted. In the event of a medical leave of absence, the House Officer cannot be reinstated without medical clearance reasonably acceptable to the RTPD.

No credit for Residency Training Program requirements will be given for any leave period in excess of that permitted by the ["specialty board"].

9. Professional Liability Insurance

The House Officer shall be provided with professional liability insurance coverage for the duration of training. Such coverage must provide legal defense and protection against awards from claims reported or filed after the completion of the Residency Training Program if the alleged acts or omissions are within the scope of the Residency Training Program. The coverage to be provided will be consistent with the institution's coverage for other medical/professional practitioners. Details of the coverage will be provided upon request. Such insurance coverage does not extend to outside employment.

10. Health and Disability Insurance

Health and disability insurance benefits will be made available to the House Officer in accordance with the medical and disability insurance employee benefits of NCBH in Exhibit B.

11. Billing

The House Officer shall not bill any patients or any third party for any patient care rendered in the Residency Training Program. House Officer understands and acknowledges that NCBH has a corporate compliance program and agrees to make best efforts to comply with all applicable federal and state laws related to compliance including, but not limited to, fraud and abuse, and agrees to immediately notify the Hospital's Compliance Department of any concerns that he or she may have in this regard.

12. Outside Employment

After the completion of the first year of residency, the House Officer who has obtained full North Carolina medical licensure may be allowed to work for remuneration outside the scope of his or her educational activities and regularly assigned duties under this Agreement ("Moonlighting"), with the written acknowledgement of the RTPD or Department Chair and in compliance with the Graduate Medical Education Committee requirements. In addition, the outside

employment must not interfere with the House Officer's ability to perform the obligations and duties under this Agreement as determined by the Chief of Service and Hospital President. Liability insurance covers only assigned, supervised activities of each House Officer's Program under this Agreement ("Moonlighting" activities are not covered).

House Officers are not required to engage in outside employment ("Moonlighting").

13. Living Quarters, Meals, Laundry and Dress Code

Living quarters are the responsibility of the House Officer. On-call accommodations will be provided when the resident is required to be on-call. On-call meals, breakfast and dinner, are provided when the House Officer is required to be on-call. Laundry services for white coats are provided through the Program.

Dress codes for the House Officer shall be in accordance with the guidelines set forth by the Department Chair and NCBH.

14. Harassment (including Sex/Gender)

NCBH prohibits harassment and exploitation. Harassment on the basis of race, color, religion or national origin is a form of unlawful discrimination and is prohibited under Title VII of the Civil Rights Act of 1964. (Section 25, Resident Training Program Agreement, and Handbook [Sexual Harassment]).

15. House Officer Impairment

Any House Officer who suffers a physical or mental illness, abuses drugs or alcohol, or undergoes a medical procedure, which may impair his/her clinical ability, must promptly notify the RTPD. At any time, the RTPD may require any House Officer to submit to a physical and/or mental examination by a physician or physicians acceptable to the Director of the program for the purposes of determining whether or not the House Officer is free from health impairments which pose potential risk to patients or personnel, or which may interfere with the performance of clinical duties.

If a House Officer suffers from such an impairment, the processes and procedures described under Section 16, Resident Training Program Agreement [Counseling] may be applicable.

16. Counseling

Upon request from a House Officer who suffers impairment or stress from the pressures of residency training, NCBH will facilitate access to appropriate and confidential counseling, medical and psychological departments. (Handbook [Resident Counseling and Support Services]).

17. Termination

The contract between the Hospital and the House Officer shall be deemed automatically terminated if the House Officer for any reason becomes unable to perform services required by this Agreement. Upon termination of the House

Officer's appointment and this Agreement under this section, the only obligation of NCBH shall be to pay the House Officer any salary that may be due, on a prorated annual basis, up to the date of such termination. By way of illustration, and not limitation, this would apply if, for example, the physician's license to practice medicine were revoked. This Agreement between the Hospital and the House Officer shall be terminated by the Hospital:

- a) if the House Officer becomes physically or mentally unable to perform the services required by this Agreement;
- b) if the supervising Chief of Service determines that the House Officer is not making satisfactory progress toward achieving the educational goals of the Program;
- c) if the supervising Chief of Service and Hospital President determine that the House Officer is not performing the services required by this Agreement in a satisfactory manner; or
- d) if the House Officer engages in conduct or activities which the supervising Chief of Service and Hospital President determine will make continuation in the Program undesirable.

The House Officer agrees that his/her continued training is conditioned upon satisfactory performance of assigned duties and academic progress, in accordance with Section 3 of this Agreement. Failure to maintain such performance and progress may result in termination of the House Officer's appointment and this Agreement, subject to the appeal mechanism provided in the North Carolina Baptist Hospital's, Inc. Handbook (Disciplinary/Hearing and Review). In addition, any misrepresentation by act or omission in the House Officer's application for appointment in the Residency Training Program, or documents in support thereof, or in any application for appointment to an affiliated hospital shall be basis for termination of such appointment and this Agreement.

Should the supervising Chief of Service and Hospital President conclude that a House Officer should be suspended for misconduct or pending an investigation of his performance or conduct of activities, notice of such suspension shall be given in writing to the House Officer with a statement of the reason. If the supervising Chief of Service or Hospital President determine that a House Officer should be terminated for any of the reasons stated, or other good and valid reason, written notice of the intent of the Hospital to so terminate the House Officer, together with a statement of the reasons, shall be provided to the House Officer. A House Officer notified of a suspension, or of an intent to terminate, shall receive a hearing with respect thereto if, within seven (7) days of such notice, a written notice of appeal is delivered to the supervising Chief of Service and/or Hospital President.

If the suspension or notice to terminate is based upon grounds or charges other than the professional progress or performance of the House Officer, the decision of the Graduate Medical Education Committee shall be binding upon the Chief of Service or Hospital President.

Except as noted above, withdrawal from, or termination from, the Program shall not automatically disqualify a House Officer from seeking a contract in another program. The withdrawal or termination will be a factor to consider in such cases.

18. Hearing and Review Procedure

- a) A House Officer who has been given notice of suspension, or notice of intent to terminate, and who has given written notice of appeal within seven (7) days of the receipt of the notice of suspension or notice of intent to terminate, shall, upon request, be entitled to a hearing before the Appeals Committee established within thirty (30) days of the notice of appeal.
- b) The Appeals Committee ("Committee") shall consist of the Executive Committee of the Chiefs of Professional Services.
- c) The hearing before the Committee shall be formal or informal, as requested by the appealing House Officer. If the House Officer advises that he or she desires an informal hearing, the Committee shall meet with the House Officer, his supervising Chief of Service (and Hospital President when appropriate), for an informal discussion of the reasons for the suspension or termination, and the reasons the House Officer believes the suspension or termination should not be made. At the informal hearing the proceedings shall not be recorded, witnesses need not be sworn in, and in general, the formalities of a formal proceeding shall not be required.
- d) If the House Officer requests a formal hearing, the following provisions shall apply:
 1. the House Officer may be represented by counsel;
 2. all witnesses will be sworn in;
 3. the House Officer may examine and cross-examine all witnesses, and may introduce relevant documentary evidence;
 4. the proceedings will be recorded mechanically, but the House Officer or his/her counsel may make arrangements, at their own expense, for a court reporter or other recording of the proceedings;
 5. the rules of evidence applicable in a court of law shall not be applicable to the hearing, but witnesses shall be admonished to testify only as to matters relevant to the inquiry before the Committee;
 6. the Chief of Service and Hospital President, or Committee, may be represented by counsel;
 7. the findings and conclusions of the Committee shall be reduced to writing, shall be based on the evidence presented, and shall be delivered to the House Officer, Chief of Service, and Hospital President;
 8. if the suspension or notice of intent to terminate is based upon a determination by the Chief of Service that the House Officer's professional progress or performance is not satisfactory, the decision of the Committee shall be advisory to the Chief of Service only; provided, however, if the Committee in such cases determine that the actions of the Chief of Service are arbitrary and capricious, the decision of the Committee shall be binding on the Chief of the Service.

19. Hearing and Review Procedures

The process and procedures described in the House Officer's Handbook (Disciplinary/Hearing and Review) shall be applicable with respect to any proposed disciplinary action by NCBH involving the House Officer and with respect to appeals by the House Officer of any adverse actions taken by NCBH.

20. Grievance

A House Officer and his or her supervising Chief of Service should attempt to resolve between themselves any disputes or disagreements that arise with respect to the work or conduct of the House Officer or the supervision of the Chief of Service. Disputes or disagreements that cannot be resolved to the satisfaction of the House Officer and the supervising Chief of Service may be referred to the Graduate Medical Education Committee of the Hospital for review and recommendation, the final decision on behalf of the Hospital shall rest exclusively with the Chief of Service and Hospital President. The process and procedures established by the Graduate Medical Education Committee shall be applicable with respect to any grievance brought by a House Officer against the Program.

21. Reduction or Closure of a Residency Program

In the event the institution were to make the decision to reduce the size of a residency program or to close the Program, all affected House Officers will be promptly informed. The institution will strive to allow those House Officers enrolled in the Program to complete their education at North Carolina Baptist Hospital. (Handbook, Reduction in Size or Closure of a Residency Program.)

22. Restrictive Covenants

A House Officer will not be asked to sign a covenant not to compete.

23. Litigation Support

If NCBH is investigating, evaluating, pursuing, contesting, or defending any incident, proceeding, charge, complaint, claim, demand, notice, action, suit, litigation, hearing, audit, investigation, arbitration or mediation, in each case whether initiated by or against NCBH (collectively "Proceeding"), Resident shall cooperate with NCBH and its counsel in the evaluation, pursuit, contest or defense of the Proceeding and provide such testimony and access to books and records as may be necessary in connection therewith. The duty to cooperate includes attendance at depositions, responding to discovery requests, and to returning to North Carolina for a Proceeding if reasonably required by NCBH. If the Resident receives, or anyone with whom the Resident works or Resident receives on his/her behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Resident's activities at NCBH or its facilities, the Resident agrees to immediately report this receipt and submit the document received to NCBH's Legal Affairs Department. NCBH will pay all reasonable expenses associated with the Proceeding. This obligation by Resident to cooperate will survive the termination of this Agreement.

24. Applicable Law

This Agreement shall be deemed to have been made in the state of North Carolina and shall be governed and interpreted in all respects under the laws of the state of North Carolina.

25. Entire Agreement

This Agreement contains the entire understanding between the parties with respect to the subject matter herein and no alteration or modification hereof shall be

effective, except in a subsequent written instrument executed by both parties.

26. Nondiscrimination

The Hospital agrees not to discriminate against any of its employees or applicants for employment because of race, color, religion, sex, or national origin, and further that it will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, or national origin and to comply with all applicable federal, state, and local law.

House Officer [Name]

Date

Chief of Service [Name]

Date

President and Chief Operating Officer
North Carolina Baptist Hospital

Date

Revised: 9/22/03
 12/12/03