

**The Charlotte-Mecklenburg Hospital Authority
d/b/a Atrium Health Cabarrus
Concord, North Carolina**

Resident Agreement for Cabarrus Family Medicine Residency Program

This Appointment to House Staff Agreement (this “*Agreement*”) is entered into as of <<DATE>>, by and between **THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY d/b/a ATRIUM HEALTH CABARRUS** (“AHC”) and «First_Name» «Middle_Name» «Last_Name», «Degree» (“*Resident*”).

Statement of Purpose

AHC desires to appoint Resident as a member of Atrium Health Cabarrus’s (“AHC”) House Staff participating in AHC’s graduate medical education resident training program and Resident desires to accept such appointment, on the terms and conditions set forth in this Agreement. AHC is an affiliate of Atrium Health and, as such, adheres to certain Atrium Health policies and practices.

In consideration of the foregoing, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Duration of Appointment

1. Appointment and Term. Subject to the terms and conditions of this Agreement, AHC hereby appoints Resident as a member of AHC’s House Staff and assigned to the Cabarrus Family Medicine Residency Program (“*Program*”) and Resident desires to accept such appointment, commencing on <<DATE>> (first day of Orientation), or such later date that the conditions precedent set forth in Section 12 have been met, and ending on <<DATE>> (the “Term”), unless earlier terminated pursuant to Sections 14 and 15.

Financial Support

2. Salary. AHC shall provide to Resident an *annual salary of \$*«Salary», payable in biweekly installments in accordance with Atrium Health’s customary payroll practices. The annual salary may be increased by AHC from time to time. AHC may withhold from any amounts payable under this Agreement such federal, state and local taxes or other amounts required to be withheld pursuant to applicable law. If for any reason a Resident is required to relocate, an additional payment of \$1,000.00 will be paid through payroll to the Resident after the first week of residency to assist with moving expenses, contingent upon the Resident meeting all deadlines for submitting license applications and other materials requested by Hospital. Please be aware that this additional payment for relocation is only applicable to PGY1 Residents.

Benefits and Professional Liability Insurance

3. Benefits. During the Term, AHC shall provide Resident with health and dental insurance, life and disability insurance, and professional liability insurance. AHC shall also provide leave of absence benefits in accordance with Atrium Health Policy HR-4.09 Medical & Family Medical Leave Act and counseling and support services, as generally made available to similarly situated employees of ATRIUM

HEALTH CABARRUS from time to time. Health, dental, life and disability insurance as well as professional liability insurance shall begin on the first day of the Term.

Vacation/Sick & Continuing Medical Education and Leaves of Absence

4. Vacation/Sick and Continuing Medical Education. Resident is allowed a maximum of twenty one (21) vacation/sick days and five (5) days for continuing medical education during the Term. Such vacation/sick and continuing medical education days must be scheduled with the coordinator of the Program and otherwise taken in accordance with training program’s rotation guidelines. Vacation/sick or continuing medical education days not taken during the Term may not be carried forward and shall expire if not used during the Term. No additional payments shall be made to Resident for vacation/sick or continuing medical education days not taken upon termination of this Agreement or otherwise.

Extended leave (including medical, parental and caregiver) will be granted in accordance with ACGME requirements and program policy. Leave must be requested via Leave of Absence Request form available from CFMR Administration or in Residency Manual.

Work Hours & Supervision

5. Work Hours and Call Schedules. Resident shall perform his or her duties under this Agreement during such hours as the Program Director may direct in accordance with AHC’s GMEC Institutional Policy entitled “*Work Hours Policy*,” 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, Resident shall bring such inconsistency to the Program Director as soon as possible who shall take the necessary steps to reconcile or cure such inconsistency.

6. Moonlighting. Moonlighting is defined as working for compensation in addition to performing the regular duties as a resident at AHC. Moonlighting is not encouraged but may be permitted when in compliance with AHC’s GMEC Institutional Policy entitled “*Moonlighting Policy*.”

7. Faculty Responsibilities and Supervision. AHC will provide, to the best of its ability, appropriate faculty supervision of Resident at all levels of training to ensure that Resident provides safe and effective care and ensure that Resident is not subjected to responsibilities beyond his/her capabilities.

Obligations & Accommodations

8. Obligations of AHC. During the Term, AHC shall use its best efforts, with available resources, to provide an educational training program and environment that meets the applicable ACGME accreditation standards. In addition, AHC shall provide Resident with appropriate meals and sleeping quarters during such times as Resident is taking formal night call, laboratory coats, and parking. AHC will provide to the Resident all information related to his/her eligibility for specialty board examinations.

9. Accommodation for Disabilities. AHC will comply with all legal obligations to Residents with disabilities. Procedures for accommodations are set forth in Atrium Health’s Human Resource Policy (HR 4.02) entitled “*Disabilities: Team Members & Persons Applying for Jobs*.”

10. Harassment and Discrimination. AHC will not tolerate harassment or discrimination. See Atrium Health’s Human Resource Policy (HR 5.07) entitled “*Protection from Discrimination, Harassment and Retaliation*” for further details.

Resident Responsibilities

11. Certain Obligations of Resident. During the Term, Resident shall do the following:

- a. Participate fully in the educational and scholarly activities of AHC’s residency training program;
- b. Use his or her best efforts to provide safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at AHC and Atrium Health;
- c. Provide clinical services commensurate with his or her level of advancement and responsibilities under appropriate supervision under circumstances and at locations covered by Atrium Health’s professional liability insurance maintained for Resident;
- d. Abide by all applicable federal, state and local laws, rules, regulations and policies, including the North Carolina Medical Board, as applicable, and other appropriate governmental agencies and departments and by the standards required to maintain accreditation by ACGME, the Residency Review Committee and the Joint Commission on Accreditation of Healthcare Organizations and any other relevant accrediting, certifying, or licensing organization, including the legible and timely completion of patient medical/dental records, charts, reports, statistical operative and procedure logs, evaluations, and other documentation required by such agencies and organizations;
- e. Abide by all applicable rules, regulations, bylaws, policies, practices, and procedures of AHC and Atrium Health, its clinical departments and its facilities and the CFM Residency Manual as in effect from time to time.
- f. Submit to drug screens pursuant to Atrium Health’s pre-employment, random, and reasonable suspicion drug screening program for its employees;
- g. Furnish such further information, execute and deliver such other documents, and do such other acts and things, in each case as AHC or Atrium Health reasonably requests at any time for the purpose of carrying out the intent of this Agreement.
- h. Read and understand the ACGME Institutional and Program Requirements as well as the ABFM requirements for certification which are listed below:

In order to become certified by the ABFM, the following requirements must be met:

- Completion of 50 Family Medicine Certification points which includes:
 - Minimum of one (1) Knowledge Self-Assessment (KSA) activity (10 points each);
 - Minimum of one (1) Performance Improvement (PI) activity with data from a patient population (20 points each);
 - Additional approved KSA Knowledge Self-Assessment, Clinical Self-Assessment (CSA 5 points each), or Performance Improvement activities to reach a minimum of 50 points;

- Application and full examination fee for the Family Medicine Certification Examination;
- Attainment of an active, valid, full, and unrestricted license to practice medicine in any state or territory of the United States or any province of Canada and be in continuous compliance with the ABFM Guidelines for Professionalism, Licensure, and Personal Conduct;
- Successful completion of family medicine residency training and verification by the program; and
- Successful completion of the Family Medicine Certification Examination.

The ABFM recognizes that family physicians sometimes experience delays in pursuing their initial certification goals. You have three calendar years following the year in which you finish residency training to pass the Family Medicine Certification Examination. After that, you will need to complete the Certification Entry Process to take the exam and gain initial certification status.

12. Conditions Precedent to Effectiveness. This Agreement shall become effective on the date that each of the following conditions has been satisfied:

- (a) The GME Office of AHC shall have received (i) a completed ERAS common application form, including an official medical school transcript, (ii) proof of legal employment status (*i.e.*, birth certificate, passport, naturalization papers, valid visa, etc.), (iii) a copy of a resident training license or full/unrestricted license (as required by Atrium Health) in Resident’s name from the North Carolina Medical Board, as applicable;
- (b) Resident shall have submitted to a pre-employment drug screen under Atrium Health’s pre-employment drug screening program and such drug screen shall have been negative;
- (c) Resident shall have complied with all other pre-employment requirements of AHC and Atrium Health that are generally applicable to similarly situated residents and employees.

Grievance Procedures & Due Process

13. Reappointment and Promotion to Subsequent PGY level. Resident will be monitored and counseled regarding his or her status within the Program, including whether or not he or she is on track to reach the milestones as set by the Program. If the milestones are met in each of the six competencies, Resident shall be appointed to the next PGY level for a subsequent term. If milestones are not reached, AHC may take corrective action, up to and including suspension or termination in accordance with AHC’s GMEC Institutional Policy entitled ***“Resident-Fellow Evaluation and Advancement Policy and Right to Grievance Policy.”***

14. Grievance & Termination. This Agreement is subject to termination prior to expiration of the Term in accordance with AHC’s GMEC Institutional policies entitled ***“Resident Evaluation and Advancement Policy and Grievance Policy”*** as follows:

- (a) By AHC due to Resident's failure to comply with the terms of this Agreement, substandard or unsatisfactory performance, unprofessional or illegal conduct (including a positive drug screen pursuant to Atrium Health's policy), debarment or exclusion from federal program participation, or conduct disruptive to the operation of AHC, Atrium Health, or the Program; or
- (b) By Resident upon thirty (30) days prior written notice.

15. Effect of Termination. If this Agreement is terminated prior to the expiration of the Term or if this Agreement is terminated as a result of the expiration of the Term, Resident shall be entitled to receive the compensation and benefits earned through the effective date of termination. Except as expressly provided above or as otherwise required by law, Atrium Health shall have no obligations to Resident in the event of the expiration or termination of this Agreement for any reason. Atrium Health shall comply with the obligations imposed by state and federal law and regulations to report instances in which Resident is not reappointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare.

Professional Liability Insurance

16. Litigation Support. If AHC or Atrium Health 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 AHC or Atrium Health (collectively, "Proceeding"), Resident shall cooperate with AHC or Atrium Health 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. If the Resident or anyone with whom the Resident works 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 AHC or a Atrium Health facility, the Resident agrees to immediately report this receipt and submit the document received to Atrium Health's Office of The General Counsel. This section 16 shall survive termination of the Agreement.

17. Miscellaneous.

- (a) All paragraph and item headings are inserted for convenience only and do not expressly or by implication limit, define, or extend the specific terms of the section so designated. The word "including" in this Agreement means "including without limitation." All words in this Agreement shall be construed to be of such gender or number as the circumstances require.
- (b) This Agreement contains the entire understanding of the parties and shall be amended only by written instrument signed by both parties.
- (c) This Agreement shall be governed by and interpreted under North Carolina law, without giving effect to the conflict of laws provisions thereof.
- (d) Whenever a notice is required to be given in writing under this Agreement, such notice shall be given by certified mail, return receipt requested, and returned to the respective party at his or her last known address.
- (e) The failure by either party to promptly exercise a right hereunder or to seek a remedy available hereunder because of a breach of this Agreement shall not be construed as a waiver of that right or a waiver of any remedy for that breach or any future breach of this Agreement.

(f) Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

RESIDENT: _____
Name: _____ «First Name» «Middle Name» «Last Name», «Degree»

AHC: **THE CHARLOTTE-MECKLENBURG
HOSPITAL AUTHORITY d/b/a
ATRIUM HEALTH CABARRUS**

By: _____
Name: _____ Asha Rodriguez
Facility Executive
Title: _____ Atrium Health Cabarrus

By: _____
Name: _____ R. Aaron Lambert, MD
Title: _____ Program Director, Cabarrus Family Medicine Residency Program