

WAKE FOREST BAPTIST MEDICAL CENTER

RESIDENCY TRAINING PROGRAM AGREEMENT

AGREEMENT made this _____ day of _____, 20____, between Wake Forest Baptist Medical Center (WFBMC) a North Carolina non-profit teaching hospital affiliated with the Wake Forest University School of Medicine, which are both constituents of Wake Forest Baptist Health , 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 Baptist Medical Center ("WFBMC") in the services of _____ (Department).. This appointment is for a period of one (1) year commencing _____ 20____, unless otherwise terminated as hereinafter provided. *The term Residency includes Fellowship.

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 Wake Forest Baptist Medical Center's Policy on 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.

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

If not reappointed (except for Preliminary Programs) or not promoted, House Officers may utilize the Grievance Policy. (Section 20, Residency Training Program Agreement, Grievance Procedure for Non-Reappointment/Non-Promotion.)

2. Responsibilities of WFBMC. .

WFBMC, as the Sponsoring Institution, shall make best efforts to provide a residency experience to the House Officer that will be in substantial compliance with the Accreditation Council for Graduate Medical Education's ("ACGME") Essentials of Accredited Residencies in Graduate Medical Education: Institutional and Program Requirements. WFBMC is the major teaching facility for the Residency Training Programs, and is responsible for the oversight of the academic components of the Residency Training Programs. WFBMC will provide services and healthcare delivery systems such as patient support services, laboratory/pathology/radiology services and a medical records system to ensure

that the House Officer's learning experience is not compromised by excessive reliance on House Officers to fulfill non-physician service obligations. WFBMC will make best efforts to ensure that the House Officer will have the opportunity to develop a personal program of continued professional growth with supervision and 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 WFBMC 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, quality assurance activities and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other residents and students to ensure quality and safe patient care
- i) Perform all duties in accordance with the established practices, procedures, and policies of WFBMC 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 WFBMC 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, WFBMC may, at its option and sole discretion, immediately terminate this Agreement or suspend its obligations hereunder, pending outcome of any such proceedings;

- l) Competence in communicating with team members in effective, and structured hand-over processes to facilitate both continuity of care and patient safety; and
- m) 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 WFBMC. While on the payroll of WFBMC, 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 Residency Training Program Director may direct in accordance with WFBMC'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 WFBMC in its sole discretion. The WFBMC 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 Wake Forest Baptist Medical Center 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 Wake Forest Baptist Medical Center.

8. Leave

The House Officer shall be entitled to medical, family, and professional leave in accordance with the leave policy for Wake Forest Baptist Medical Center and the policy of the Residency training program.

Leaves are granted for medical, family, personal, or educational purposes. A leave must be requested in writing to the Residency Training Program Director (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.

The respective Residency Training Program Director will provide a written policy in compliance with its Program Requirements concerning the effect of leaves of absence, for any reason, on satisfying the criteria for completion of the residency training program and information relating to access to eligibility for certification by the relevant certifying board.

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 WFBMC'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. Health insurance will also be provided to the House Officer's immediate family. Employee benefits will be effective on the first recognized day of their respective programs.

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 WFBMC 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 WFBMC's Compliance Department of any concerns that he or she may have in this regard.

12. Moonlighting

Moonlighting is defined as *Internal* (work performed within WFBMC but not related to the residency training program) or *External* (work performed outside WFBMC or outside any related participating sites),

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 WFBMC Moonlighting Policy and the Graduate Medical Education Committee requirements. In addition, Internal or External moonlighting 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 the Chief Medical Officer. WFBMC and the Residency Training Programs will closely monitor all moonlighting activities. Liability insurance covers only assigned, supervised Wake Forest Baptist Medical Center activities of each House Officer under this Agreement (External "Moonlighting" activities are not covered).

House Officers are not required to engage in either Internal or External Moonlighting.

13. Living Quarters, Meals, Laundry, Security, 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. Food services are available 24 hours a day when the House Officer is required to be on-call. Laundry services for white coats are provided through the Program. Security and personal safety measures will be provided to House Officers at all locations including parking facilities, on-call quarters, all WFBMC grounds and related facilities.

Dress codes for the House Officer shall be in accordance with the guidelines set forth by the Department Chair and the WFBMC Human Resources Dress Code Policy .

14. Harassment (including Sex/Gender).

WFBMC 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 the Policy on 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. The Residency Training Programs shall educate House Officers to recognize the signs of sleep deprivation and fatigue and shall adopt fatigue mitigation processes to manage the possible negative effects of fatigue on education and patient care. WFBMC shall provide sleep facilities and/or safe transportation options to House Officers who may be too fatigued to drive home safely.

16. Counseling.

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

17. Termination.

The contract between WFBMC 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 WFBMC 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 WFBMC and the House Officer shall be terminated by the WFBMC

- 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 Chief Medical Officer 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 Chief Medical Officer 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 Wake Forest Baptist Medical Center's Policy on 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 the Chief Medical Officer 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 the Chief Medical officer 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 WFBMC 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 the Chief Medical Officer

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 the Chief Medical Officer

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 the Chief Medical Officer 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 the Chief Medical Officer, 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 the Chief Medical Officer ;
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 Policy on Disciplinary/Hearing and Review shall be applicable with respect to any proposed disciplinary action by WFBMC involving the House Officer and with respect to appeals by the House Officer of any adverse actions taken by WFBMC.

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 WFBMC for review and recommendation, the final decision on behalf of the Hospital shall rest exclusively with the Chief of Service and the Chief Medical Officer . 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 Residency Training Program.

21. Reduction or Closure of a Residency Program.

In the event Wake Forest Baptist Medical Center were to make the decision to reduce the size of a residency program, to close the Program, or close WFBMC all affected House Officers will be promptly informed. WFBMC will strive to allow those House Officers enrolled in the Program to complete their education at Wake Forest Baptist Medical Center, or assist the House Officers in enrolling in an ACGME-accredited program(s) in which they can continue their education. (Policy on Reduction in Size or Closure of a Residency Program)

22. Restrictive Covenants.

Neither Wake Forest Baptist Medical Center nor any residency training program may require residents to sign a non-competition guarantee.

23. Litigation Support

If WFBMC 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 WFBMC (collectively "Proceeding"), The House Officer shall cooperate with WFBMC 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 WFBMC . If the House Officer receives, or anyone with whom the House Officer works or the House Officer 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 House Officer's activities at WFBMC or its facilities, the House Officer agrees to immediately report this receipt and submit the document received to WFBMC's Legal Affairs Department. WFBMC will pay all reasonable expenses associated with the Proceeding. This obligation by the House Officer to cooperate will survive the termination of this Agreement.

- 24. Accommodation for disabilities:
Accommodation for disabilities for House Officers will be in accordance with the Human Resources policies of Wake Forest Baptist Medical Center .

- 25. 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.

- 26. 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.

- 27. Nondiscrimination.
Wake Forest Baptist Medical Center 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

Chief Medical Officer
Wake Forest Baptist Medical Center

Date

Revised: 9/22/03 08/15/2012
12/12/03
02/01/08
12/10/10