WAKE FOREST BAPTIST MEDICAL CENTER
RESIDENCY TRAINING PROGRAM AGREEMENT

THIS AGREEMENT is made as of the ____ day of ___ 20___, by and between Wake Forest University Baptist Medical Center (“WFUBMC”) (“Employer”), and _____________, MD (the “House Officer” and, collectively with Employer, the “Parties”).

Pursuant to an Integration Agreement effective July 1, 2010, Wake Forest University Baptist Medical Center (“WFUBMC”) governs the operations of Wake Forest University Health Sciences (“WFUHS”) and its Wake Forest School of Medicine and North Carolina Baptist Hospital (“NCBH”). Collectively, WFBMC, WFUHS and its School of Medicine, and NCBH are referred to herein as (“the Medical Center”)

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.

Reappointment shall be made at each Post Graduate Year rank on an annual basis, subject to the recommendation of the Program Director 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. Applicable policies are located at http://ishare.wakehealth.edu/GoverningPolicy/default.aspx.

House Officers must be provided written notice of intent of nonrenewal of a House Officer’s residency training program agreement or 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

1 The links throughout this Agreement are to the WFBMC IShare Policy Database. For a specific policy please use the search function within the database.
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;

1) 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, podiatry 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. **Benefits**

In addition to the compensation described in Section 4, the House Officer may participate in benefit plans that Employer maintains during the term of this Agreement in accordance with the terms of the plans as they may be amended or terminated from time to time. Benefit plans that may be offered to House Officers include, but are not limited to, health insurance, disability insurance, and life insurance. Health insurance benefits are offered to House Officers with available coverage from the first recognized day of training. It is the House Officer’s obligation to select and enroll in the benefit program(s) he/she desires. Information regarding eligible benefits is available located at http://intranet.wakehealth.edu/Departments/Human-Resources/Benefits/Benefits.htm.

8. **Leave**

The House Officer shall be entitled to medical, family, and professional leave in accordance with the then applicable leave policy for WFBMC and the policy of the Residency training program. Applicable polices are located at http://ishare.wakehealth.edu/GoverningPolicy/policies/Forms/Human%20Resources%20Time%20Away.aspx.
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 Human Resource Leave of Absence 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. **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 Compliance Department of any concerns that he or she may have in this regard.

11. **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 Program Director and the Associate Dean of Graduate Medical Education. 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.

12. 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 Graduate Medical Education Committee and the WFBMC Human Resources Dress Code Policy located at http://ishare.wakehealth.edu/GoverningPolicy/Policies/Dress%20Code.pdf.

13. Harassment (including Sex/Gender)

WFBMC prohibits harassment and exploitation. Harassment on the basis of sex, 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. Applicable policies, such as Section 25, Resident Training Program Agreement, and the Harassment Policy are located at www.wakehealth.edu or http://ishare.wakehealth.edu/GoverningPolicy/Policies/Harassment.pdf.

14. 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 15, 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.

15. 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 located at www.wakehealth.edu or http://ishare.wakehealth.edu/GoverningPolicy/default.aspx).
16. **Resident Reappointment, disciplinary Action and Grievance**

If the House Officer is not reappointed (except for Preliminary Programs), not promoted, terminated, or if the House Officer has a grievance, the House Officer may utilize the **Resident Reappointment, Disciplinary Actions, and Grievance Policy** located at [www.wakehealth.edu](http://www.wakehealth.edu) or [http://ishare.wakehealth.edu/GoverningPolicy/default.aspx](http://ishare.wakehealth.edu/GoverningPolicy/default.aspx).

17. **Reduction or Closure of a Residency Program**

In the event non-reappointment of a House Officer is based on reasons other than the House Officer’s performance, the Policy on Reduction in Size or Closure of a Residency Program, found at [www.wakehealth.edu](http://www.wakehealth.edu) or [http://ishare.wakehealth.edu/GoverningPolicy/default.aspx](http://ishare.wakehealth.edu/GoverningPolicy/default.aspx), describes WFBMC’s obligations to the House Officer.

18. **Restrictive Covenants**

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

19. **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 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 which are located at [www.wakehealth.edu](http://www.wakehealth.edu) or [http://ishare.wakehealth.edu/GoverningPolicy/default.aspx](http://ishare.wakehealth.edu/GoverningPolicy/default.aspx).

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

____________________________  ____________________
Program Director [Name]      Date

____________________________  ____________________
Associate Dean of Graduate Medical Education  Date
Wake Forest Baptist Medical Center