

CAROLINAS MEDICAL CENTER
DIVISION OF EDUCATION AND RESEARCH
RESIDENT FINANCIAL SUPPORT AND BENEFITS
JULY 1, 2011 – June 30, 2012

During the academic year 2011-2012, salaries for House Staff in the Graduate Medical Education Programs at Carolinas Medical Center will be as follows

PGY-1	\$47,749
PGY-2	\$48,950
PGY-3	\$50,664
PGY-4	\$52,437
PGY-5	\$54,271
PGY-6	\$56,172
PGY-7	\$58,138
PGY-8	\$60,172

Benefits: CMC provides (at no charge to the House Staff) medical coverage under the **MedCost Choice 20 Plan**, prescription drug coverage with **CarolinaCARE/MedImpact HealthCare** and dental coverage with **CIGNA Dental Plan** for House Staff **and** their family members. Professional liability, life, and disability insurances are provided for House Staff only. Vision plan and other voluntary benefits are available with premiums being payroll deducted.

House Staff receive the equivalent of two weeks vacation each academic year with one additional week during their third year **OR** subsequent year of training. (For programs lasting longer than three years, third week can be taken a subsequent year if not taken during third year of residency.)

An additional five days per academic year is allowed for an educational trip for which tuition and expenses up to \$1900 are provided.

Free parking is provided in a designated area.

Meals are provided in the CMC Cafeteria for on-call and in the MEB Café for noontime educational conferences.

Note: Premiums for medical insurance are paid for House Staff and their family members **only if the Choice 20 Plan** is chosen. House Staff will be responsible for deductibles and co-pays for office visits, prescription and dental expenses. Medical Education Administration will assist with inpatient co-insurance and deductibles.

House Staff enrolling in the **Choice 10 Plan** will be responsible for all premiums (individual and family), all co-pays, co-insurance and other charges not covered by the plan.

August 12, 2010

CAROLINAS MEDICAL CENTER
DIVISION OF EDUCATION AND RESEARCH
SUMMARY OF BENEFITS FOR HOUSESTAFF
July 1, 2011 to June 30, 2012

Paid Vacation	PG-1 2 weeks PG-2 2 weeks *PG-3 2 weeks *PG-4 2 weeks *PG-5 2 weeks * One additional week of vacation to be taken during third OR subsequent year NOTE: Not each additional year
Continuing Medical Education	CME maximum allowance of \$1900 per academic year Five days per academic year for CME meetings
Medical/Maternity Leave	Per Carolinas HealthCare System (CHS) Policy
Hospitalization/Medical Insurance	Coverage provided for house staff and family members with premiums paid by employer for Choice 20 Plan only . Employee pays co-pay and deductibles. Medical Education will assist with inpatient co-insurance and deductibles. Employee will be responsible for all premiums, co-insurance and co-pays if Choice 10 Plan is selected.
Dental Insurance	Coverage for house staff and family members. \$1200 maximum per person, per calendar year. Annual deductible of \$50 per person. Employer pays premiums. Employee pays deductible and co-pays.
Professional Liability Insurance	Full coverage while functioning in the role of a house officer. Moonlighting activity is not covered.
Life Insurance	Employer provides term life insurance equal to annual salary for employee only. Additional coverage for employee and dependents available through enrollment in Voluntary Benefits with premiums paid by employee through payroll deduction.
Disability Insurance	Short-Term: Eligible for disability benefits following 90 days of service. Payments equal to 60% of weekly salary begin after 30 days of disability. Long-Term: Payments begin after 90 days of disability. Monthly payments based on salary when disability begins.
401(k)	Based on years of service, CHS will match up to 6% of your contribution. Automatic enrollment of 3% pre-tax contribution after 3 months from date of hire. 1% increase each July until you reach 6%. Your contribution can be any % of your pay, not to exceed IRS dollar limit (2010 = \$16,500).
Lab Coats	Three coats provided initially. One coat allowed each following academic year. Laundry service provided at no charge.
Meals	Evening and breakfast meals provided for weekdays on-call. Three meals provided for weekend call. Lunch provided in MEB Café on days when noon conference is held.

August 12, 2010

Carolinas HealthCare System
Job Description
Division of Education and Research
Carolinas Medical Center

Title: Resident (PGY-1)
Job Code: 669
Effective Date: October 26, 2004

Job Summary:

A PGY-1 resident is a medical doctor or dentist who has been accepted through the Division of Education and Research into one of the educational departments to participate in a postgraduate educational experience in a given specialty of medicine or dentistry.

Essential Functions:

- A. Comply with the established clinical and cognitive curriculum to accomplish the educational goals and objectives set aside for PGY-1 residents in the department which they are assigned.
- B. Treat all assigned patients while under the supervision of senior residents or members of the medical or dental staff.
- C. Comply with all the rules, regulations, bylaws, policies and procedures of the Carolinas Medical Center and the Carolinas HealthCare System, including the specific policies of the Division of Education and Research.
- D. Perform all duties as assigned.
- E. Be evaluated at least biannually by the program director of the department or his/her designee.
- F. Participate in the following types of educational activities: Teaching rounds, educational conferences, group discussions, resident conferences/lectures, other CMC/AHEC continuing education programs, and journal clubs.
- G. Participate in Carolinas Medical Center medical and dental staff committees when selected to do so.
- H. Participate in the instruction and education of medical students where appropriate as well as other allied health professionals serving at Carolinas Medical Center.
- I. Comply with and help accomplish the institutional and program requirements as established by the Accreditation Council on Graduate Medical Education (ACGME) and the Residency Review Committee (RRC) of the specialty.

Marginal Functions:

To perform all duties as assigned by the chairman of the department and/or the residency program director or his/her designee.

Physical Requirements:

Works in a fast paced clinical environment. Must be able to stand, walk, sit, lift, speak, hear and possibly operate on patients and/or see patients in an inpatient or outpatient setting. Must be able to work extended hours and be mobile within the practice area performing all duties as assigned. Is responsible for working in a safe manner.

Communication Skills:

Good conversational English language skills and the ability to communicate in English in a clinical setting.

Education, Training and Experience:

A PGY-1 Resident must be a graduate of a Liaison Committee on Medical Education (LCME) accredited U.S. or Canadian medical school, a graduate of a U.S. American Osteopathic Association (AOA) college of osteopathic medicine, a graduate of a Fifth Pathway program approved by a LCME accredited medical school or a graduate of a medical school outside the U.S. and Canada, and has the following:

- A. A North Carolina medical license (Graduate Medical Education License/Resident Training License or a full, unrestricted license).
- B. Documentation of certification from the Educational Commission for Foreign Medical Graduates (ECFMG) if a graduate of a foreign medical school.

Patient Population Served:

Demonstrates knowledge of the principle of growth and development and possesses the ability to respond to age specific issues and data reflective of the patient’s status. Demonstrates the knowledge and skills necessary to provide care for the following age groups:

 NA X Neonate X Infant X Child X Adolescent X Adult X Older Adult

Protected Health Information:

Will limit access to protected health information (PHI) to the information reasonably necessary to do the job.

Will share information only on a need to know basis for work purposes.

Access to verbal, written and electronic PHI for this job has been determined based on job level and job responsibility within the organization. Computerized access to PHI for this job has been determined as described above and is controlled via user ID and password.

Machines, Tools, and Equipment:

Ability to operate all appropriate medical equipment and tools.

Reporting Relationships:

Reports to the program director in the residency in which he/she serves.

Supervised by:

Resident at a higher level of training and faculty of Carolinas Medical Center.

Last Review Date: October 26, 2004

Approved by: _____	Date _____
Department Manager	
_____	Date _____
Vice President	
_____	Date _____
Human Resources	

The above statements are intended to describe the general nature and level of work being performed by people assigned this job classification. They are not to be construed as an all-inclusive list of all duties, skills, and responsibilities of people so assigned.

Carolinas HealthCare System
Job Description
Division of Education and Research
Carolinas Medical Center

Title: Resident (PGY-2)
Job Code: 669
Effective Date: October 26, 2004

Job Summary:

A PGY-2 resident is a medical doctor or dentist who has been accepted through the Division of Education and Research into one of the educational departments to participate in a postgraduate educational experience in a given specialty of medicine or dentistry.

Essential Functions:

- A. Comply with the established clinical and cognitive curriculum to accomplish the educational goals and objectives set aside for PGY-2 residents in the department which they are assigned.
- B. Treat all assigned patients while under the supervision of senior residents or members of the medical or dental staff.
- C. Comply with all the rules, regulations, bylaws, policies and procedures of the Carolinas Medical Center and the Carolinas HealthCare System, including the specific policies of the Division of Education and Research.
- D. Perform all duties as assigned.
- E. Be evaluated at least biannually by the program director of the department or his/her designee.
- F. Participate in the following types of educational activities: Teaching rounds, educational conferences, group discussions, resident conferences/lectures, other CMC/AHEC continuing education programs, and journal clubs.
- G. Participate in Carolinas Medical Center medical and dental staff committees when selected to do so.
- H. Participate in the instruction and education of medical students where appropriate as well as other allied health professionals serving at Carolinas Medical Center.
- I. Comply with and help accomplish the institutional and program requirements as established by the Accreditation Council on Graduate Medical Education (ACGME) and the Residency Review Committee (RRC) of the specialty.

Marginal Functions:

To perform all duties as assigned by the chairman of the department and/or the residency program director or his/her designee.

Physical Requirements:

Works in a fast paced clinical environment. Must be able to stand, walk, sit, lift, speak, hear and possibly operate on patients and/or see patients in an inpatient or outpatient setting. Must be able to work extended hours and be mobile within the practice area performing all duties as assigned. Is responsible for working in a safe manner.

Communication Skills:

Good conversational English language skills and the ability to communicate in English in a clinical setting.

Education, Training and Experience:

A PGY-2 Resident must have completed a PGY-1 year of training in an ACGME approved program in the same specialty as the one he/she is presently training for, a graduate of a Liaison Committee on Medical Education (LCME) accredited U.S. or Canadian medical school, a graduate of a U.S. American Osteopathic Association (AOA) college of osteopathic medicine, a graduate of a Fifth Pathway program approved by a LCME accredited medical school or a graduate of a medical school outside the U.S. and Canada, and has the following:

- A. A North Carolina medical license (Graduate Medical Education License/Resident Training License or a full, unrestricted license).
- B. Documentation of certification from the Educational Commission for Foreign Medical Graduates (ECFMG) if a graduate of a foreign medical school.

Patient Population Served:

Demonstrates knowledge of the principle of growth and development and possesses the ability to respond to age specific issues and data reflective of the patient’s status. Demonstrates the knowledge and skills necessary to provide care for the following age groups:

NA Neonate Infant Child Adolescent Adult Older Adult

Protected Health Information:

Will limit access to protected health information (PHI) to the information reasonably necessary to do the job.

Will share information only on a need to know basis for work purposes.

Access to verbal, written and electronic PHI for this job has been determined based on job level and job responsibility within the organization. Computerized access to PHI for this job has been determined as described above and is controlled via user ID and password.

Machines, Tools, and Equipment:

Ability to operate all appropriate medical equipment and tools.

Reporting Relationships:

Reports to the program director in the residency in which he/she serves.

Supervised by:

Resident at a higher level of training and faculty of Carolinas Medical Center.

Last Review Date: October 26, 2004

Approved by: _____	Date _____
Department Manager	
_____	Date _____
Vice President	
_____	Date _____
Human Resources	

The above statements are intended to describe the general nature and level of work being performed by people assigned this job classification. They are not to be construed as an all-inclusive list of all duties, skills, and responsibilities of people so assigned.

**Carolinas HealthCare System
Job Description
Division of Education and Research
Carolinas Medical Center**

Title: Resident (PGY-3)
Job Code: 669
Effective Date: October 26, 2004

Job Summary:

A PGY-3 resident is a medical doctor or dentist who has been accepted through the Division of Education and Research into one of the educational departments to participate in a postgraduate educational experience in a given specialty of medicine or dentistry.

Essential Functions:

- A. Comply with the established clinical and cognitive curriculum to accomplish the educational goals and objectives set aside for PGY-3 residents in the department which they are assigned.
- B. Treat all assigned patients while under the supervision of senior residents or members of the medical or dental staff.
- C. Comply with all the rules, regulations, bylaws, policies and procedures of the Carolinas Medical Center and the Carolinas HealthCare System, including the specific policies of the Division of Education and Research.
- D. Perform all duties as assigned.
- E. Be evaluated at least biannually by the program director of the department or his/her designee.
- F. Participate in the following types of educational activities: Teaching rounds, educational conferences, group discussions, resident conferences/lectures, other CMC/AHEC continuing education programs, and journal clubs.
- G. Participate in Carolinas Medical Center medical and dental staff committees when selected to do so.
- H. Participate in the instruction and education of medical students where appropriate as well as other allied health professionals serving at Carolinas Medical Center.
- I. Comply with and help accomplish the institutional and program requirements as established by the Accreditation Council on Graduate Medical Education (ACGME) and the Residency Review Committee (RRC) of the specialty.

Marginal Functions:

To perform all duties as assigned by the chairman of the department and/or the residency program director or his/her designee.

Physical Requirements:

Works in a fast paced clinical environment. Must be able to stand, walk, sit, lift, speak, hear and possibly operate on patients and/or see patients in an inpatient or outpatient setting. Must be able to work extended hours and be mobile within the practice area performing all duties as assigned. Is responsible for working in a safe manner.

Communication Skills:

Good conversational English language skills and the ability to communicate in English in a clinical setting.

Education, Training and Experience:

A PGY-3 Resident must have completed PGY-1 and 2 years of training in an ACGME approved program in the same specialty as the one he/she is presently training for, a graduate of a Liaison Committee on Medical Education (LCME) accredited U.S. or Canadian medical school, a graduate of a U.S. American Osteopathic Association (AOA) college of osteopathic medicine, a graduate of a Fifth Pathway program approved by a LCME accredited medical school or a graduate of a medical school outside the U.S. and Canada, and has the following:

- A. A North Carolina medical license (Graduate Medical Education License/Resident Training License or a full, unrestricted license).
- B. Documentation of certification from the Educational Commission for Foreign Medical Graduates (ECFMG) if a graduate of a foreign medical school.

Patient Population Served:

Demonstrates knowledge of the principle of growth and development and possesses the ability to respond to age specific issues and data reflective of the patient's status. Demonstrates the knowledge and skills necessary to provide care for the following age groups:

NA Neonate Infant Child Adolescent Adult Older Adult

Protected Health Information:

Will limit access to protected health information (PHI) to the information reasonably necessary to do the job.

Will share information only on a need to know basis for work purposes.

Access to verbal, written and electronic PHI for this job has been determined based on job level and job responsibility within the organization. Computerized access to PHI for this job has been determined as described above and is controlled via user ID and password.

Machines, Tools, and Equipment:

Ability to operate all appropriate medical equipment and tools.

Reporting Relationships:

Reports to the program director in the residency in which he/she serves.

Supervised by:

Resident at a higher level of training and faculty of Carolinas Medical Center.

Last Review Date: October 26, 2004

Approved by: _____	Date _____
Department Manager	
_____	Date _____
Vice President	
_____	Date _____
Human Resources	

The above statements are intended to describe the general nature and level of work being performed by people assigned this job classification. They are not to be construed as an all-inclusive list of all duties, skills, and responsibilities of people so assigned.

**CAROLINAS MEDICAL CENTER
DIVISION OF EDUCATION AND RESEARCH
POLICY FOR RESIDENT VACATION**


Created: 1986

Revised: 3/93, 8/95, 12/97, 2006, 8/6/2008

Reviewed: 8/01, 2/03, 7/03, 10/04, 1/07

1. All residents are allowed the equivalent of two weeks of vacation each academic year.
2. All residents are allowed one additional week of vacation to be taken during their third OR subsequent year at CMC.
3. In general, no vacation will be scheduled for greater than seven (7) days.
4. Vacation time is not transferable from one academic year to the next academic year.
5. Written request must be given to the resident's department and the department sponsoring the rotation at least 30 days prior to the first of the month in which the vacation is to be taken.
6. Vacation scheduling will be done on a first come, first serve basis. No more than one week of vacation should be taken on any rotation of three months or less in the first two years.
7. No vacations will be taken during the last 15 days of June or the first 15 days of July.
8. No vacations will be taken on the following rotations:
 - Internal Medicine:** ICU, DHU, Ward Service
 - Emergency Medicine:** On months when ten or fewer interns are assigned
 - OR (Interns):** On months when four (4) or fewer interns are assigned. (This occurs infrequently.)
 - Pediatrics:** NICU, PICU, Wards when fewer than five (5) interns are assigned

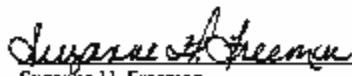
NOTE: Individual departments may have additional requirements/exceptions for residents on their rotations



James T. McDeayitt, M.D.
Senior Vice President
Division of Education and Research

8/26-8

Date



Suzanne H. Freeman
President
Carolinas Medical Center

8-8-2008

Date

8/7/2008

**CAROLINAS MEDICAL CENTER
DIVISION OF EDUCATION AND RESEARCH
POLICY FOR MEDICAL LEAVE AND FAMILY MEDICAL LEAVE**

Created: 8/24/01

Reviewed: 2/03, 7/03, 10/04, 9/08

Revised: 1/07, 8/17/07, 7/16/2009

As our medical and dental residents do not receive conventional *Paid Time Off* (PTO) coverage normally afforded to CHS employees, it is necessary to compensate residents on medical leave (including maternity leave) in a different manner.

Resident employees shall become eligible immediately for medical leave coverage and compensation upon their first day of employment. To receive compensation for medical leave, a resident employee shall follow all guidelines associated with CHS Human Resources Policy **HR 3.09 Medical Leave**.

Resident compensation for medical leave is as follows:

1. Will receive compensation at normal full-time salary up to 90 days
2. Long Term Disability benefits begin on 91st day of disability

Maternity leave

1. Will receive compensation at normal full-time salary for 6 weeks (42 days) post-partum for vaginal delivery or 8 weeks (56 days) post-partum for C-section delivery
2. Resident can extend paid leave with unused vacation time

It is the Resident's responsibility to:

1. Complete and sign the *Request for Leave* (form available on MyHR)
2. Obtain a completed *Physician's Statement for Medical Leave*
3. Authorize the release of pertinent medical information
4. Submit letter from resident's physician every thirty (30) days

It is the Residency Program Director's responsibility to:


1. Verify completeness of form
2. Sign the form if request is appropriate
3. Forward copy of *Request for Leave* form to the Vice President for Education

A resident who fails to return from medical leave on the indicated date will be considered a "voluntary resignation". If additional time is needed for a medical leave, a second request supported by a *Physician's Statement* must be made prior to expiration of original leave.

Family and Medical Leave:

Family and Medical Leave Act (FMLA) requests must be approved by the Chair of the resident's program and the Vice President for Medical Education prior to being submitted to Human Resources.

FMLA will be allowed up to 12 weeks (84 days). Any "make up" time at the end of the residency will be in compliance with the appropriate RRC guidelines and will be discussed with the resident at the initiation of leave. Resident will receive no pay while on FMLA.


James T. McDevitt, M.D., Senior VP
Division of Education and Research

8/7/09
Date


Suzanne H. Freeman, President
Carolinas Medical Center

8-10-2009
Date

Emergency Medicine Residency Maternity Leave Policy

The goal of this document is to provide a maternity leave policy that is formalized, fair, and in compliance with the Carolinas Healthcare System Medical Education Department's policies as well as those of the American Board of Emergency Medicine.

1. Maternity leave shall be discussed with the Program Director as soon as possible so that arrangements can be made with the schedule.
2. Per the American Board of Emergency Medicine, one is not eligible to sit for the boards if they have missed more than 6 weeks of any year. This is not averaged and includes all time away from residency activities (i.e., vacation, CME).
3. From the Division of Education and Research Policy for Medical Leave and Family Medical Leave:
 - a. Residents taking maternity leave "will receive compensation at normal full-time salary for 6 weeks (42 days) post-partum for vaginal delivery or 8 weeks (56 days) post-partum for C-section delivery".
 - b. Residents "can extend paid leave time with unused vacation time".
4. From a compensation standpoint, residents can take at least 6 weeks for maternity leave and still get their full salary. If vacation time is used or the delivery is a C-section, the compensated time can be extended. *However*, in order to sit for the board certifying exam by the American Board of Emergency Medicine, **a resident needs to make up, on a day for day basis, any time missed out of a year beyond 6 weeks** (includes vacation, sick leave, CME).
5. The residency month utilized for maternity leave will be an elective month.
6. Residents will not be responsible for any residency activities during their leave.

At this time, CMC does not offer paid paternity leave. The Residency Director will assist in applying for unpaid paternity leave for an interested resident but this decision is up to the Chair of the Program, the Vice President for Medical Education and Human Resources and, as such, cannot be guaranteed.

APPOINTMENT TO HOUSE STAFF AGREEMENT

This Appointment to House Staff Agreement (this “*Agreement*”) is entered into as of March 20, 2009, by and between **THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY d/b/a CAROLINAS MEDICAL CENTER** (“*CMC*”) and «First_Name» «Last_Name» (“*Resident*”).

Statement of Purpose

CMC desires to appoint Resident as a member of CMC’s House Staff participating in CMC’s graduate medical education resident training program (the “*Program*”) and assigned to the department of «Program» and Resident desires to accept such appointment, on the terms and conditions set forth in this Agreement.

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:

- 1. Appointment and Term.** Subject to the terms and conditions of this Agreement, CMC hereby appoints Resident as a member of CMC’s House Staff participating in the Program and assigned to the department of «Program» and Resident desires to accept such appointment, commencing on July 1, 2009, or such later date that the conditions precedent set forth in Section 8 have been met, and ending on June 30, 2010, (the “*Term*”), unless earlier terminated pursuant to Section 9.
- 2. Salary.** CMC shall provide to Resident an annual salary of «Level», payable in biweekly installments in accordance with CMC’s customary payroll practices. Salary ranges may be increased by CMC from time to time. CMC may withhold from any amounts payable under this Agreement such federal, state and local taxes required to be withheld pursuant to any applicable law.
- 3. Benefits.** During the Term, CMC shall provide Resident with health and dental insurance, life and disability insurance, professional liability insurance (including a reporting endorsement (tail coverage) (see “*Certificate of Liability Insurance*” in policy packet), starting on first day of employment, leave of absence in accordance with CMC’s Division of Education and Research’s House Staff Policies entitled “Medical Leave of Absence Policy” and “Family Care Leave of Absence Policy,” counseling and psychological support services in accordance with CMC’s Division of Education and Research’s House Staff Policy entitled “Policy Regarding Counseling and/or Psychological Support of Residents During Their Graduate Training,” in each case, as generally made available to similarly situated employees of CMC from time to time.
- 4. Vacation: Continuing Medical Education.** Resident shall be entitled to the equivalent of ten (10) days (or, if this Agreement governs Resident’s third or subsequent year of training with CMC, three (3) weeks) vacation and five (5) days for continuing medical education during the Term, such amount to be prorated if this Agreement is terminated for any reason prior to the expiration of the Term. Such vacation and continuing medical education days must be scheduled with the chief resident of the appropriate department of CMC and otherwise taken in accordance with CMC’s Division of Education and Research’s House Staff Policy entitled “House Staff Vacation Policy.” Vacation 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 or continuing medical education days not taken upon termination of this Agreement or otherwise.

5. Duty Hours and Call Schedule. Resident shall perform his or her duties under this Agreement during such hours as the Program Director may direct in accordance with CMC's Division of Education and Research'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, Resident shall bring such inconsistency to the Program Director who shall take the necessary steps to reconcile or cure such inconsistency.

6. Faculty Responsibilities and Supervision. There will be appropriate faculty supervision of Residents at all levels of training to assure that Residents provide safe and effective care and assure that Residents are not subjected to responsibilities beyond their capabilities.

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

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

- (a) Participate fully in the educational and scholarly activities of CMC'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 CMC and its facilities;
- (c) Provide clinical services commensurate with his or her level of advancement and responsibilities under appropriate supervision under circumstances and at locations covered by CMC'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 or Dental 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 CMC, its clinical departments and its facilities and the Medical or Dental Staff as in effect from time to time, including the House Staff Policies (a copy of the House Staff Policies in effect as of the date hereof have been provided to Resident as part of the contract package and Resident hereby acknowledges that he or she has read and understands such policies);
- (f) Submit to periodic random drug screens pursuant to CMC's random drug screening program for its employees;
- (g) Refrain from taking any action or making any statements with the intention or effect of disparaging the goodwill or reputation of CMC or its affiliates;
- (h) Take the USMLE Step 3 exam prior to the end of the first year of the Term; and
- (i) Furnish such further information, execute and deliver such other documents, and do such other acts and things, in each case as CMC reasonably requests at any time for the purpose of carrying out the intent of this Agreement.

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

- (a) The Senior Vice President for Education and Research of CMC 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 CMC) in Resident's name from the North Carolina Medical or Dental, as applicable, Board; and

- (b) Resident shall have submitted to a pre-employment drug screen under CMC's pre-employment drug screening program and such drug screen shall have been negative.

10. Termination. This Agreement is subject to termination prior to expiration of the Term in accordance with CMC's Division of Education and Research's House Staff Policy entitled "Policy Regarding Periodic Evaluation of Resident Performance and the Right to Grievance for Suspension or Termination From a Residency Program" as follows:

- (a) By CMC due to Resident's substandard or unsatisfactory performance, unprofessional or illegal conduct (including a positive drug screen pursuant to CMC's random drug screening program for its employees), debarment or exclusion from federal program participation or conduct disruptive to the operation of CMC or the Program; and
- (b) By Resident upon thirty (30) days prior written notice.

11. Effect of Termination. If this Agreement is terminated prior to the expiration of the Term pursuant to Section 9, 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, CMC shall have no obligations to Resident in the event of the expiration or termination of this Agreement for any reason. CMC 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.

12. Litigation Support. If CMC 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 CMC (collectively, "*Proceeding*"), Resident shall cooperate with CMC 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 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 CMC or its facilities, the Resident agrees to immediately report this receipt and submit the document received to CMC's Legal Services Department.

13. Miscellaneous.

- (a) All paragraph and item headings are inserted for convenience only and do not expressly or by implication limited, 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) Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party.
- (f) 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.
- (g) 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.

I have read and understand the Carolinas Medical Center Department of Medical Education and Department of Emergency Medicine's Appointment to Housestaff Agreement.

Intern

Date

Section 4.3 of the Match Participation Agreement contains the following language:
"Applicants are responsible for the completeness and accuracy of the information provided to programs, and programs are expected to provide complete and accurate information to interviewees, including a copy of the contract the applicant will be expected to sign if matched to the program and all institutional policies regarding eligibility for appointment to a residency position. This information must be communicated to interviewees in writing prior to the rank order list certification deadline. It is recommended that each program obtain a signed acknowledgement of such communication from each applicant who interviews with such program."
Programs may comply with this requirement by posting a copy of the contract on the program's web site and so notifying applicants. We recommend the programs obtain a signed acknowledgement for their own protection.

Please return to Mary Fiorillo, Residency Coordinator,
prior to leaving.