



**CAPE FEAR VALLEY
HEALTH SYSTEMSM**

POSTGRADUATE TRAINING AGREEMENT

THIS POST GRADUATE TRAINING AGREEMENT (“Agreement”) dated as of the date of the last signature hereto, is entered into by and between Cumberland County Hospital System, Inc. (“Hospital”) and _____, (“Resident/Fellow”).

WITNESSETH:

WHEREAS, Hospital operates Cape Fear Valley Medical Center, an acute care teaching hospital facility, and other health care facilities and clinics in Cumberland County, North Carolina, and the surrounding counties; and

WHEREAS, Resident/Fellow holds or will hold by the Commencement Date of this Agreement, as defined herein, a valid graduate medical training license from the State of North Carolina (“State”); and

WHEREAS, Hospital intends to provide Resident/Fellow with professional liability insurance coverage through its captive liability insurance company, and the Parties agree that the failure of Resident/Fellow to obtain a favorable underwriting decision and coverage through Hospital’s captive insurance company may result in termination of this Agreement at Hospital’s sole discretion; and

WHEREAS, the Parties acknowledge that the Hospital’s Graduate Medical Education Program cannot administratively support Visa sponsorship; and

WHEREAS, this Agreement sets forth obligations and expectations of the Resident/Fellow, including, without limitation: academic, clinical, ethical, humanistic, scientific, and professional obligations in connection with the Resident/Fellow’s appointment and possible reappointment to the _____ Training Program (“Training Program”) of the Department of Graduate Medical Education (“GME”); and

WHEREAS, this Agreement further sets forth obligations and expectations of the Training Program in connection with providing an appropriate environment for medical education training for the Resident/Fellow; and

WHEREAS, various policies, procedures, and practices are referenced herein and may be revised, amended, or newly issued from time to time. Resident/Fellow is expected to comply with all then current policies, procedures, and practices which may be accessed from the Training Program or GME. The Trainee Policy and Procedure Manual and _____ Manual are available from the GME office.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

- I. TERM OF AGREEMENT AND DURATION OF APPOINTMENT.** The term of this Agreement shall commence on _____ (“Commencement Date”) and end

on _____ (the "Term"). The Term of this Agreement shall not exceed beyond _____ unless renewed or extended in writing by Hospital.

II. PROGRAM YEAR PROMOTIONS

- A. Resident/Fellow shall be offered a new contract for subsequent program years, as applicable, according to the Residency Program Manual promotion criteria.
- B. Notwithstanding any other provision of this Agreement, promotion to PGY3 is contingent upon Resident/Fellow completing and successfully passing the COMLEX Step III or USMLE Step III prior to the start of their PGY3 year. Residents who have not taken and passed COMLEX Step III or USMLE Step III will be unable to be promoted and Hospital may terminate this Agreement immediately.

III. TERMINATION OF AGREEMENT.

- A. Hospital may terminate this agreement upon the death or disability of Resident/Fellow.
- B. Hospital may terminate this agreement in the event of the inability of Hospital to obtain professional liability insurance through Hospital's captive liability insurance company at a standard premium for Resident/Fellow's Specialty for the limits provided in this Agreement.
- C. Resident/Fellow may terminate this Agreement voluntarily by providing no less than sixty (60) days prior written notice to the Program Director.
- D. Hospital may terminate this Agreement via the Training Program's termination process outlined in the Training Program's Evaluation, Appointment, and Termination Policy. Hospital may terminate this Agreement with or without notice should Resident/Fellow fail to attain and retain all requirements of training as outlined in Section VII herein, after 45 days of the Commencement Date of this Agreement.
- E. The Resident/Fellow must understand that the North Carolina Medical Board may not confer a license upon any candidate who has not passed any portion of a national board within three (3) attempts. Therefore, any applicant with three or more failures on any board will not be qualified for an interview or employment and Hospital may terminate this Agreement immediately upon notification of the third failure.
- F. Hospital may terminate this Agreement immediately and without notice in the event Resident/Fellow is charged with or convicted of a felony or serious misdemeanor or enters a plea of nolo contendere to same or is charged with serious misbehavior in any form and of any time where inimical to the Training Program administration before or during the Term of this Agreement.
- G. This Agreement may be terminated upon written notice by either party to the other party of any material breach of this Agreement by the other party.
- H. This Agreement may be terminated immediately if the matched resident/fellow tests positive for any illicit substance on any pre-employment drug screening (ie THC, alcohol, or any other illicit substances, etc)
- I. A Resident/Fellow who is terminated from the Training Program may request fair and reasonable review of that decision under the Grievance and Due Process and Trainee Appeal Process as outlined in the Common Trainee Policy and Procedure Manual.

IV. **ASSIGNMENT OF RESIDENT/FELLOW RESPONSIBILITIES.** The Training Program Director or his/her assigned designee is responsible for the delineation of Resident/Fellow responsibilities.

V. **LEVEL OF TRAINING APPOINTMENT.** The Training Program Director, with recommendation from the Clinical Competency Committee, is responsible for determining the Resident/Fellow's level of training appointment and the specific assigned duties therewith. By this Agreement, the Resident/Fellow is appointed as a **Select** Resident/Fellow in the _____ Residency/Fellowship Program.

VI. **FINANCIAL SUPPORT AND BENEFITS.**

- A. Hospital shall provide to Resident/Fellow a stipend in the amount of \$ _____ per year to ensure that Resident/Fellow is able to fulfill the responsibilities of the Training Program. Such stipend shall be payable according to the established Hospital schedule in twenty-six (26) pay periods and shall be subject to all applicable state, federal, and other withholding taxes. Resident/Fellow's financial support and benefits (see Exhibit 1) for the appointment described herein may be modified from time to time. Hospital will use its best efforts to notify Resident/Fellow of significant changes as they occur with respect to such financial support and benefits.
- B. No payment or compensation of any kind or nature shall be paid to or accepted by Resident/Fellow from patients or third-party payors or any other sources for performance or any services rendered pursuant to this Agreement. However, moonlighting may be permitted pending the qualifications of the Resident/Fellow and approval by the Training Program, as further described in Section XI.

VII. **RESIDENT/FELLOW PREREQUISITES TO BEGIN TRAINING.** Eligibility to begin training and receive the financial support and benefits outlined in this Agreement requires at least the following:

- A. Resident/Fellow must provide documentation that he/she is a graduate of an accredited medical or osteopathic school.
- B. Resident/Fellow must provide information and documents necessary for Hospital to properly complete Form I-9, and, as applicable, a copy of an appropriate visa as required by the U.S. Department of Citizenship and Immigration Services ("CIS") and to demonstrate certification by the Educational Commission for Foreign Medical Graduates ("ECFMG"), and all other similar authoritative bodies.
- C. Resident/Fellow must provide documentation of a valid graduate training license from the State and show compliance with the applicable provisions of State law pertaining to licensure.
- D. Resident/Fellow must demonstrate that he/she is fit for duty, including passing a medical screening prior to the Commencement Date.
- E. Resident/Fellow must complete and pass a test to rule out the use of non-approved substances under applicable Hospital policies and practices supporting a drug and alcohol-free work environment.
- F. Resident/Fellow must show satisfactory completion of employment, reference, criminal history, and other standard background checks under applicable Hospital policies and procedures.

- G. Resident/Fellow has never been convicted of a felony or healthcare related crime, and Resident/Fellow has never been excluded from participation under any federal healthcare program, for the provision of items or services for which payment may be made under a federal healthcare program; and no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e(g), has occurred or is pending against Resident/Fellow (collectively “Exclusion/Adverse Action”).

In circumstances where Resident/Fellow has not met eligibility requirements prior to the Commencement Date, this Agreement shall become null and void and the sole discretion of Hospital.

VIII. OBLIGATIONS OF RESIDENT/FELLOW. Appointment as a Resident/Fellow relies upon previous accomplishments and presumed capabilities of Resident/Fellow. There are also significant continuing obligations hereunder, which Resident/Fellow agrees to perform and obtain competencies, including, but not limited to:

- A. Provide the Program Director written notification of any change in status regarding prerequisites in Section VII regarding education, license, visa, fitness for duty, etc.
- B. Meet the clinical (patient care) requirements of residency training.
- C. Meet the academic (conference and study) requirements of residency training, as specified by the Training Program.
- D. Meet the humanistic (doctor-patient relationship) requirements of residency training.
- E. Meet the scientific (scholarly and/or research) requirements of residency training.
- F. Meet the professional (peer and colleague relationship) requirements of residency training.
- G. Meet the moral and ethical requirements of residency training.
- H. Complete medical records on a timely basis as directed by the Program Director.
- I. Complete patient history and physicals on a timely basis as directed by the Program Director.
- J. Be cost effective in the provision of patient care.
- K. Seek and utilize appropriate supervision.
- L. Perform at a level commensurate with the level of training and responsibilities assigned by Training Program.
- M. Use best efforts to work with other members of the healthcare team to provide a quality, respectful, safe, effective, and compassionate environment for the delivery of care and the study of medicine.
- N. When on rotation, become familiar with and abide by the rules, regulations, policies, and practices of each hospital or healthcare facility participating site, including, without limitation, those on HIPAA compliance, Disaster Plan, Fire Safety, Radiation Safety, Electrical Safety, etc.

- O. Become familiar with and abide by the respective _____ Program Manual.
- P. Abide by the rules, regulations, and practices of the Hospital and Training Program (e.g., duty hours, certification in Basic and Advanced Cardiac Life Support, Universal Precautions, Infection Control Procedures, etc.).
- Q. Abide by all applicable human resources policies, including but not limited to the Drug Free Workplace Policy 707. Hospital has a responsibility to the public and to its employees to deliver services in a conscientious and safe manner. To ensure that this responsibility is met, employees must work free from the effects of alcohol and other substances that impair their performance. Hospital strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of any intoxicating alcoholic beverage, illegal drug, or prescription drug not medically authorized, while on duty in the workplace. This also includes any substance that may impair job performance or pose a hazard to the safety and welfare of the employee or others including use of marijuana. Failure to adhere to this policy shall constitute just cause for disciplinary action up to and including termination of employment.
- R. Immediately notify the Training Program Director in the event the Resident/Fellow becomes aware of any circumstance that may cause any participating hospital or healthcare facility site to be noncompliant with any federal, state, or local laws, rules, regulations, or standards of any accrediting bodies to which it is subject.
- S. Maintain the confidentiality of information and materials learned or acquired by virtue of providing service pursuant to this Agreement, including, but not limited to, the business affairs of any participating hospital or healthcare facility site.
- T. Authorize the Program Director or his/her designee as necessary to access appropriate institutions to obtain written documentation/confirmation of prior education and/or training.
- U. Return all property of hospital or healthcare facility participating site at the time of the expiration or in the event of termination of this Agreement, including, without limitation: identification card, beeper, books, equipment, library card, parking card, and to complete all records and settle all professional and financial obligations before academic and professional credit will be verified.
- V. Resident/Fellow shall observe and comply with Hospital's Compliance Program and policies required of employees and/or Medical Staff members.
- W. Resident/Fellow agrees to comply with all federal, state, and local laws and regulations and governmental orders in providing services under this Agreement, including, without limitation, the Emergency Medical Treatment and Labor Act ("EMTALA"), 42 U.S.C. § 1395dd.

IX. OBLIGATIONS OF HOSPITAL

- A. Hospital shall use its best efforts to exhibit institutional commitment to graduate medical education by providing a program of education that meets standards established by the appropriate accreditation bodies, including, but not limited to: The Accreditation Council for Graduate Medical Education ("ACGME") as well as the Specialty Boards of Training Programs (It is the Resident/Fellow's ultimate responsibility to be aware of his/her specialty

requirement). Information relating to access to eligibility for certification by the relevant certifying board is available upon request from the Program Director and updated online at the respective specialty board website. The program will provide timely notice of the effect of leave of absence including medical, parental, and caregiver leave of absence compliant with applicable laws.

- B. Hospital shall use its best efforts to provide the Resident/Fellow with a reasonable opportunity to fulfill the obligations set forth in this Agreement.
- C. Hospital shall use its best efforts to maintain its staff and affiliated facilities in a manner designed to meet the standards established by the appropriate recognized accrediting and approving bodies.
- D. Hospital shall provide on-call quarters within the hospital when Resident/Fellow is required to be physically present at a hospital or healthcare facility. Such on-call quarters are to be occupied only at those times that the Resident/Fellow is scheduled for on-call clinical work. On-call rooms are not to be used as a residential facility or for any other personal use.
- E. Hospital Training Programs will assign Resident/Fellow responsibilities based on the Clinical Work and Education requirements. The training program will abide by Hospital's institutional policy on Clinical Work and Education Hours. (See Common Trainee Policy and Procedure Manual.)
- F. Hospital will provide professional liability insurance for authorized services within the teaching programs performed at Hospital or at other institutions in which the Resident/Fellow performs services as part of the formal teaching program to which he/she is assigned. Such insurance shall insure Resident/Fellow for claims made during and after termination of this Agreement, which are based on alleged conduct that occurred during the Term. The amounts of such insurance shall, at minimum, meet the statutory requirement of the State. Such professional liability insurance will not apply to activities, acts, or omissions of Resident/Fellow that are not within the scope of his/her assigned program activities.
- G. Hospital Training Programs will provide regular evaluation and feedback as to the Resident/Fellow's status within his/her Training Program.
- H. Hospital Training Programs will award academic credit in accordance with the requirements and policies of the Training Program.
- I. Hospital will provide, upon proper authorization and request, verification of appointment-related information to appropriate organizations (e.g., state boards, specialty boards, medical staffs, health providers, etc.) consistent with Resident/Fellow's performance in the Training Program.
- J. Hospital will facilitate Resident/Fellow's access to appropriate and confidential counseling, medical, and psychological support services, as needed.
- K. The Training Program will abide by Hospital institutional policy on impairment. The Resident/Fellow will be educated regarding physician impairment, including substance abuse, at orientation and as part of the Training Program curriculum. (See Common Trainee Policy and Procedure Manual.)
- L. In accordance with the accrediting body's requirements, Hospital will provide policies and procedures regarding the closure and/or reduction of the Training Program and unforeseen

disasters. (See Common Trainee Policy and Procedure Manual.)

X. RESIDENT/FELLOW EVALUATION, PROMOTION, REMEDIATION, SUSPENSION, AND TERMINATION.

- A. The Resident/Fellow is expected to provide the necessary effort to perform at or above a satisfactory level in the Training Program. The Resident/Fellow's performance will be evaluated regularly with periodic feedback provided. Resident/Fellows who remain in good standing and who produce at least satisfactory continuing performance as determined by the Graduate Medical Education Committee may be eligible for promotion to the next level of responsibility and ultimately may be awarded a certificate of completion from the Training Program. However, except as set forth in Section I, the Term of this Agreement shall not exceed one (1) year. (See Common Trainee Policy and Procedure Manual.)
- B. Resident/Fellows who have performed at a lower than satisfactory level or fail to meet program requirements for progress approval as determined by the Clinical Competency Committee may be provided with an opportunity for remediation and performance improvement. (See Common Trainee Policy and Procedure Manual.)
- C. Resident/Fellows who fail to improve may be required to extend their training or may be placed on probation, suspended, or terminated. Resident/Fellows engaged in unacceptable or egregious misconduct, as determined by the Program Director in consultation with the Clinical Competency Committee and/or with the accrediting body's Designated Institutional Officer for Hospital and/or the Vice President for Medical Education may be immediately suspended or terminated. (See Common Trainee Policy and Procedure Manual.)

XI. COMPENSATED WORK OUTSIDE OF RESIDENCY (MOONLIGHTING). The Hospital policy for compensated work outside of the Training Program is described in the Trainee Policy and Procedure Manual on moonlighting. The Resident/Fellow agrees that he/she must receive prior written approval and authorization from the Program Director, as well as follow applicable Hospital policies, before engaging in such activity. (See Common Trainee Policy and Procedure Manual.)

XII. NON-DISCRIMINATION. Hospital complies with all applicable federal, state, and local laws and regulations relating to non-discrimination in employment. Hospital does not and will not discriminate on the basis of race, color, age, sex, sexual orientation, religion, ancestry, citizenship, national origin, marital, familial, or disability status, or veteran status, or any other characteristic protected by applicable law with respect to any aspect of employment. (See Common Trainee Policy and Procedure Manual.)

XIII. RESIDENT/FELLOW GRIEVANCE OR APPEAL. Should Resident/Fellow have a grievance against or appeal concerning the Training Program, GME, or Hospital, the provisions of the Hospital's Grievance Process and Appeal Process shall apply. (See Common Trainee Policy and Procedure Manual.)

XIV. SEXUAL/RACIAL/ETHNIC HARASSMENT. The Hospital strives to provide training to all Resident/Fellows in an environment that is free from sexual, racial, ethnic, or other prohibited harassment. All allegations of such harassment will be thoroughly and discretely investigated per Hospital policy. (See Common Trainee Policy and Procedure Manual.)

XV. ILLNESS OR INJURY RELATED TO TRAINING PROGRAM INVOLVEMENT. Any illness or injury related to Training Program involvement must be reported immediately to the Program Director or his/her designee, GME, and Hospital. Absences necessitated by such

illnesses or injuries will be addressed in accordance with Hospital's leave policy. Academic credit will be considered on an individual basis by the Program Director in consultation with the accrediting body's Designated Institutional Official for GME and/or the Vice President for Medical Education, in accordance with State Licensing and Specialty Board requirements. The program will make every effort to notify Resident/Fellows of the effect of leave on the ability to satisfy requirements for program completion. Certain leaves of absence might affect Resident/Fellow's ability to sit for board examinations. Resident/Fellows are responsible to know their respective specialty board policy for the specific requirements.

- XVI. **STRICT PERFORMANCE.** No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue to full force and effect with respect to any other existing or subsequent breach. (See Common Trainee Policy and Procedure Manual.)
- XVII. **CAPTIONS AND CONSTRUCTION.** The captions used as headings of the various paragraphs hereof are for convenience only, and the parties agree that such captions are not to be construed to be part of this Agreement or to be used in determining or construing the intent or context of this Agreement.
- XVIII. **SEVERABILITY.** If any clause, sentence, provision, or other portion of this Agreement is or becomes illegal, null, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in force and effect.
- XIX. **ENTIRE AGREEMENT.** This Agreement supersedes any and all prior Agreements, either oral or in writing, between the parties with respect to the subject matter hereof, and contains the entire agreement between the parties relating to said subject matter.
- XX. **CONTROLLING LAW.** The laws of the State of North Carolina hereunder shall in all respects govern this Agreement, the interpretation and enforcement thereof, and the rights of the parties.
- XXI. **EXPRESS ACKNOWLEDGEMENT.** Resident/Fellow acknowledges that he/she has read and understands the terms contained in this Agreement, all attachments hereto, and all applicable policies and procedures referenced herein, including those found in Hospital's trainee and residency specific policy and procedure manual and other policies and procedures applicable to the Training Program.
- XXII. **AMENDMENT.** This Agreement may be amended at any time by a written agreement executed by Resident/Fellow and Hospital.
- XXIII. **COUNTERPARTS.** This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto accept the terms and conditions herein and have caused this Agreement to be executed on the day and year herein above first written.

Cumberland County Hospital System, Inc.

Daniel Weatherly, CEO

Date: _____

Resident/Fellow

Name: _____

Date: _____

EXHIBIT 1

BENEFITS

Stipend:

- PGY 1 = \$62,769
- PGY 2 = \$65,078
- PGY 3 = \$67,401
- PGY 4 = \$70,777
- PGY 5 = \$72,726
- PGY 6 = \$75,535
- PGY 7 = \$79,628

Educational Expense:

- \$1,500 per year for:

Approved Expenses

- Travel expenses to approved CME conferences. Conferences should be in a specialty related to the Resident/Fellow's training. Prior authorization by the Program Director and review of the conference brochures or website details must be completed. Requests for reimbursement must be compliant with Hospital's Travel Policy.
- USMLE/COMLEX Step 3 Examination (Resident/Fellow must register and sit for the exam during PGY1 year to be eligible for reimbursement.)
- Certifying board examination registration fees up to \$1,000 (at the **discretion** of GME program leadership)
- Electronic educational materials.
- Video course registration.
- Hard copy medical-related books.
- Board Reviews (hard copy, CD-ROM, online, etc.).
- USMLE/COMLEX Step 3 Prep Course or materials.
- Membership fee for specialty organizations.
- Laptop, iPad or similar tablet up to \$500 maximum every 3 years.

Non-approved Expenses

- Printers.
- Digital cameras.
- Medical equipment.
- Medical license fees (non-training license).
- DEA license
- All shoes
- Cellular Phones

Away Rotations

- For required, Hospital approved away rotations, a housing allowance will be provided. The amount of the housing allowance will be determined by GME per geographic location.

Membership and Licensing:

- North Carolina Training Certificate Licensing Fee (RTL) (initial and renewal).
- Membership fees for specialty college by training program.
- PALS, ACLS, ALSO, and BLS courses.

Amenities Offered:

- 1 embroidered lab coat (during the PGY 1 year only) and one approved Cape Fear Valley Health Jacket
- Cellphone and internet expense.
- Paid malpractice expense for the Hospital system.
- Simulation center access.
- Board review curriculum offered.
- On-site dining with a stipend towards discounted meals through Hospital cafeteria. Stipends for meals is contingent upon completing the following in a timely manner: Monthly GME didactic assignment, logging clinical and educational work hours, and logging procedures (as required by specialty).
- Affordable health, dental, and vision insurance coverage for trainee and their eligible dependents.
- Affordable disability insurance.
- Flexible spending account.
- Life insurance.
- Fitness center discount through Hospital's HealthPlex.
- Other voluntary benefits available.
- 403b retirement plan available.
- Community discount programs.
- Free parking.

Annual Leave;

- 20 days of paid annual leave.
- FMLA eligible in accordance with the ACGME requirements.
- Eligible for a minimum of six weeks of approved Medical, Parental, and Caregiver Leave of Absence (MPC LOA), with continued salary and benefits per applicable laws and Cape Fear Valley FMLA policy, in accordance with ACGME requirements.