

APPOINTMENT TO HOUSE STAFF AGREEMENT

This Appointment to House Staff Agreement (this “*Agreement*”) is entered into as of <CURRENT DATE> by and between **THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY d/b/a CAROLINAS MEDICAL CENTER (“CMC”)** and <INSERT NAME>, <INSERT DEGREE> (“*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 <INSERT DEPT> 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 <INSERT DEPT> and Resident desires to accept such appointment, commencing on <INSERT START DATE>, or such later date that the conditions precedent set forth in Section 8 have been met, and ending on <INSERT END DATE> (the “*Term*”), unless earlier terminated pursuant to Section 9.
- 2. Salary.** CMC shall provide to Resident an annual salary of \$<INSERT SALARY> 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)), 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 ten (10) (or, if this Agreement governs Resident’s third or subsequent year of training with CMC, fifteen (15)) days 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. 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.

7. 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.

8. 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, impressed with an original medical school seal, (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.

9. 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.

10. 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.

11. 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.

12. 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.

[Signature Page Follows]

Sample

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

RESIDENT:

Name: _____

CMC:

**THE CHARLOTTE-MECKLENBURG
HOSPITAL AUTHORITY d/b/a
CAROLINAS MEDICAL CENTER**

By: _____

Name: James T. McDeavitt, M.D.

Title: Senior Vice President, Education and Research

By: _____

Name: _____

Title: Chair, <DEPARTMENT NAME>

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