

MOSES CONE HEALTH SYSTEM

The Moses H. Cone Memorial Hospital
Medical Education & AHEC

SAMPLE

AGREEMENT OF APPOINTMENT

This Agreement is made as of **Date**, by and between The Moses H. Cone Memorial Hospital, 1200 North Elm Street, Greensboro, North Carolina, and **Name, MD/DO** whose address is **Address**.

WITNESSETH

Whereas, Hospital desires to engage the services of Resident in Hospital's **Program**, on the terms and conditions set forth herein; and **Whereas**, Resident desires to provide such services on such terms and conditions; now, therefore:

APPOINTMENT

Hospital offers and Resident accepts appointments as a **first** year resident in **Program** for the year beginning **July 1, Year** and ending **June 30, Year**.

RESIDENT OBLIGATIONS

- A. Resident agrees to perform the duties and responsibilities required of him/her hereunder to the best of his/her abilities and at a satisfactory level of competence, as determined by the Program Director and the Designated Institutional Official. These responsibilities are outlined in the Moses Cone Health System House Staff Manual and the department policy manual.
- B. The Director of the Program in which Resident accepts appointment shall determine the resident's duties and responsibilities hereunder, including the Resident's hours of duty, in conformity with the conditions established by the Accreditation Council for Graduate Medical Education (ACGME) and also established in the Moses Cone Health System House Staff Manual. The Resident agrees to abide by the Duty Hours Policy as outlined in the House Staff Manual.
- C. Resident agrees to comply with all applicable policies, procedures, rules and regulations of Hospital and its Medical and Dental Staff, as the same may exist from time to time, including all rules and regulations set forth in the House Staff Manual and Moses Cone Policies and Procedures.
- D. The Resident has received, understands and agrees to abide by the Graduate Medical Education policies and procedures as outlined in the Moses Cone Health System House Staff Manual. The Resident understands the Disciplinary Code and Grievance Policy as outlined in the House Staff Manual.
- E. Unless Resident already holds a valid North Carolina Medical License, the Resident will begin the online application process for a Resident Training License from the North Carolina Medical Board, which must be completed by Resident and returned *promptly* to the Program's Residency Coordinator, because the Resident *must have* a valid NC license prior to beginning training. Resident understands that if a training license is not issued by the effective date of the Agreement

of Appointment he/she will not be an employee of Moses Cone Health System and will not receive any pay or associated benefits until the training license is obtained. Resident will be reimbursed for the cost of the training license by Hospital. Residents with training licenses will be assigned a Drug Enforcement Agency (DEA) number under the Hospital's institutional DEA number. Resident will be responsible for renewing his/her training or full license annually on his/her date of birth for the duration of the appointment.

- F. The Resident will be required to take an initial physical examination when entering the program, which includes passing a toxicology screen and immunization updates as required. This will be administered by Employee Health at Moses Cone Health System. It is the responsibility of the resident to have this completed prior to the effective date of the Agreement of Appointment.
- G. The Resident acknowledges that he/she is participating in an academic training program and that the evaluation and progress reports of training are an integral part of the training program. The Resident acknowledges and agrees that information resulting from such evaluations may be furnished by the residency program (without further consent by the resident) to certification boards and to any institution or organization to which he/she may apply for training, employment, or privileges.
- H. International medical graduates will have legal documentation by the effective date of this agreement. Documentation must be provided to the Program's Residency Coordinator.
- I. Resident must inform Program Director of any investigation and subsequent determinations by the North Carolina Medical Board as soon as they are aware of these actions.
- J. No compensation of any kind or nature shall be paid to or accepted by Resident from patients or third parties for any services rendered pursuant to this agreement.

HOSPITAL OBLIGATIONS

- A. Hospital agrees to provide a residency training program that meets the standards established by the Accreditation Council for Graduate Medical Education, its institutional review committee (IRC) and its residency review committees (RRC's) for Family Medicine and Internal Medicine. These standards include the following and are outlined in the Supervision of Resident Physicians policy in the House Staff Manual:
 - i. All patient care must be supervised by qualified faculty. The program director must ensure, direct, and document adequate supervision of residents at all times. Residents must be provided with rapid, reliable systems for communicating with supervising faculty
 - ii. Faculty schedules must be structured to provide residents with continuous supervision and consultation.
 - iii. Faculty and residents must be educated to recognize the signs of fatigue, and adopt and apply policies to prevent and counteract its potential negative effects.
- B. Hospital agrees to provide due process for the redress of any grievances as provided in the Disciplinary Code and Grievance Policy in the House Staff Manual.
- C. Hospital provides policies for counseling, medical, and psychological support services, physician impairment and substance abuse, accommodations, and gender/sexual abuse or

harassment. Confidential counseling is available through the Employee Assistance Program. Residents may also utilize the North Carolina Physician's Health Program. Details of these policies and programs are explained in the House Staff Manual.

- D. Hospital will maintain a Graduate Medical Education Committee to oversee the activities of Graduate Medical Education. The Graduate Medical Education Committee Policy is outlined in the House Staff Manual and includes details such as membership, frequency of meetings and responsibilities.
- E. In the event Hospital elects either to reduce the number of residents in its sponsored programs or to close a program, those residents in a program at the time of such decision will be allowed to complete the program if they continue to meet the requirements for advancement and completion as contained herein; alternatively, arrangements will be made to place them in an accredited program at another institution. The Reduction/Closure Policy is included in the House Staff Manual.
- F. In the event Hospital must transfer residents as a result of a disaster, Hospital will follow Disaster Policy explained in the House Staff Manual.

COMPENSATION AND BENEFITS

As the sole consideration to be received by Resident for the services to be provided hereunder, Hospital agrees to provide:

- A. An annual stipend of **\$Salary** for the training year covered by the Agreement, payable through Hospital payroll system in biweekly installments (less applicable taxes and other approved deductions). Should this stipend be increased prior to internship beginning, the higher amount will be effective.
- B. Professional liability coverage (including tail coverage), covering Resident while performing duties and responsibilities hereunder, in accordance with Hospital policies and residency program requirements as the same may exist from time to time. The Resident understands that MCHS shall not cover him or her for professional liability for activities not directly associated with the training program authorized by the Program Director and the Designated Institutional Official.
- C. Paid vacation time, holidays, medical, parental leave (including maternity and paternity leave), and educational meeting/travel time as provided in the House Staff Manual and must be approved by the Program Director.
- D. The Hospital will provide residents with a written policy on how missed time or leave of absence could affect meeting criteria for completion of the residency program and information on how lost time could affect eligibility to sit for board certification exams.
- E. Health insurance for resident and his/her dependents in accordance with Hospital policies through the Hospital Employee Benefit Program. Health insurance coverage begins on the first day of appointment, July 1st. The resident is responsible for deductibles and co-insurance on services provided.
- F. Long term disability insurance is provided through the Hospital Employee Benefit Program. Eligibility for coverage begins on the first of the month after 90 days of active service.

- G. Hospital provides its employees with protection from the financial burden of medical expenses and loss of wages resulting from occupational injuries or illnesses as provided by the North Carolina Workers' Compensation Act (the Act) at no cost to the employee in accordance with Hospital policies.
- H. Life insurance, dental insurance, investment and credit union opportunities are offered through the Hospital Employee Benefit Program. These benefits are at the resident's expense.
- I. Hospital provides a work environment for residents consistent with the ACGME requirements. The Work Environment Policy is outlined in the House Staff Manual.

OUTSIDE ACTIVITIES AND EMPLOYMENT

Hospital will support Residents' interest in additional professional employment. Within the limitations of compliance with accreditation requirements by ACGME, Hospital may approve outside employment based on the House Staff Outside Employment Policy in the House Staff Manual. The policy on outside employment includes details of licensure requirements, liability requirements and limitations.

Such activity (1) must not interfere with Resident's duties in any aspect of the residency training program; (2) is not allowed at times when a resident is either on-service or on-call for a service; and (3) must be approved in advance by Resident's Program Director and the Designated Institutional Official. The Resident agrees to abide by the Duty Hours Policy (80 hour work week limit) as outlined in the House Staff Manual.

EVALUATION AND REAPPOINTMENT

The Program will use formal evaluation forms as well as various examination results that are best suited to its specialty in conformity with the accreditation standards of the ACGME and as described in the Evaluation of Residents policy outlined in the House Staff Manual. The Resident's progress will be evaluated and reviewed with Resident regularly by the faculty and the Program Director. All residents whose performance is satisfactory or above will be reappointed annually as outlined in the Resident Eligibility and Selection policy in the House Staff Manual until the completion of the program, when a Certificate of Completion of the residency training program will be presented.

If Resident's performance is deemed unsatisfactory under the terms of the Disciplinary Code and Grievance Policy in the House Staff Manual, the resident will be notified at evaluation by the Program Director, and corrective actions will be instituted as designated in the policy.

TERMINATION

Upon determination by either the Program Director or the Designated Institutional Official, that Resident has not or cannot fulfill each of his/her obligations under this agreement, Hospital may, in its sole discretion, terminate the Agreement and dismiss Resident from the training program. Notwithstanding the foregoing, Hospital shall not terminate the Agreement without first providing Resident written notice as stated in the Disciplinary Code and Grievance Policy in the House Staff Manual, and subsequently providing Resident the opportunity to initiate the Grievance and Appeal process.

EXECUTION OF AGREEMENT

This Agreement constitutes the entire agreement of the parties. All prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. The paragraph headings used herein are for convenience only and shall not be used in the construction or interpretation of this agreement. Any reference to the masculine or feminine genders shall be deemed to include the other.

In Witness whereof, the parties have executed this agreement and have affixed their signatures on the dates indicated:

Resident Name, M.D./D.O.
Resident in **Program**

Date

Program Director Name, M.D.
Program Director, **Program**
Residency Training Program

Date

Rebecca Knight, Designated Institutional Official
Executive Director, Medical Education/AHEC

Date

Distribution:
Original: Residency Program Office
Copies: Resident
 Human Resources
 Risk Management