

**UNIVERSITY OF NORTH CAROLINA HOSPITALS
HOUSESTAFF APPOINTMENT AGREEMENT**

This Agreement sets forth the terms and conditions of appointment by the University of North Carolina Hospitals (“UNC Hospitals”) of the undersigned Resident as a member of UNC Hospitals’ Housestaff. For purposes of this Agreement, a resident is defined as any specialty or subspecialty physician in an approved Accreditation Council for Graduate Medical Education (“ACGME”) or American Dental Association (“ADA”) training program (“Program”) that is sponsored or co-sponsored by UNC Hospitals.

RESIDENT: XXX XXXXX, (MD), (DO), (DDS), (DMD), (Ph.D.)

SPECIALTY/SUBSPECIALTY: XXXXXXXXXXXXX

PROGRAM TRAINING LEVEL: PGY X

DURATION OF APPOINTMENT AGREEMENT (One year): 1 July 20XX to 30 June 20XX

ANNUAL STIPEND: \$XXXXXXXX

TERMS OF APPOINTMENT

1. This Agreement shall be effective for a maximum period of twelve (12) months. Modification of this Agreement for any reason must be in writing. The foregoing notwithstanding, this Agreement shall expire automatically upon the Resident’s completion of the residency training program.

2. The Resident acknowledges and agrees that appointment is expressly conditional upon the Resident’s eligibility in the Residency Program, including, but not limited to:

(i) complying with all UNC Health Care System human resources pre-appointment requirements prior to the commencement of this Agreement, including, but not limited to: proof of North Carolina medical or dental license or permit, as appropriate; pre-appointment background check; pre-appointment drug screen; pre-appointment physical examination; and receiving all required immunizations prior to appointment in full compliance with UNC Hospitals’ Infectious Disease Screening and Immunization policy and all applicable federal, state, and local laws and regulations concerning infection control and epidemiology;

(ii) demonstrating on the basis of an overall health status assessment, that he/she is in sufficient physical and mental condition (as determined by a medical history, medical records, and medical examination) to perform the essential functions of appointment with or without reasonable accommodations, as further described in UNC Hospitals’ Policy on Accommodation of Residents with Disabilities;

(iii) providing appropriate credentialing documentation to UNC Hospitals prior to the commencement date, including any information that it may request in connection with the Resident’s credentials; and

(vi) maintaining satisfactory performance during the entire appointment period.

3. The Resident shall permit and authorize UNC Hospitals to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body, including social security number, and the Resident covenants to hold harmless UNC Hospitals its officers, directors, or other personnel for good faith compliance with such requests for information. The Resident expressly authorizes anyone with pertinent information to provide such information as required or authorized by law or by any accreditation body, or that may be relevant to an evaluation of his/her professional, moral and ethical qualifications, to UNC Hospitals and the Residency Program. The Resident hereby releases from liability any and all individuals and organizations who provide, in good faith and without malice, such information to UNC Hospitals and the Residency Program, including otherwise privileged or confidential information protected by state or federal law. This covenant shall survive termination or expiration of this Agreement.

4. The Resident acknowledges and agrees that failure to provide any required paperwork prior to the commencement date may result in a delay in the Resident’s appointment. Any document provided to UNC Hospitals pursuant to this Agreement that is not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to UNC Hospitals.

5. Specific procedures for reappointment of the Resident are set forth in the Policy on Reappointment, Non-reappointment, and Dismissal.

6. This Agreement does not confer upon the Resident any rights or obligations under the Hospital's Medical Staff Bylaws, and the Resident's participation in the Hospital's training program(s) does not guarantee or imply the Resident, at any time, any right to a medical staff appointment at the Hospital, any employment by or at the Hospital, or any employment by any of the physician practices affiliated with Hospital.

UNC HOSPITALS' RESPONSIBILITIES

The Hospital declares that the primary purpose of the program is educational and agrees to adequately support the educational experiences and opportunities required by the program. Accordingly, the Hospital agrees, among other things:

1. to use its best efforts, within available resources, to provide an educational training program that meets the ACGME's or ADA's accreditation standards;
2. to provide payment of a stipend in regular installments, subject to Hospital payroll policies, including deduction of appropriate items including FICA (Social Security) and applicable withholding taxes; vacation, sick and other leave; professional liability insurance (for medical residents); health insurance; and any other benefits as specified in the UNC Hospitals Graduate Medical Education Manual and related applicable policies, practices, rules, bylaws, and the regulations of UNC Hospitals, UNC Health Care System, the UNC School of Medicine or UNC School of Dentistry Department(s) to which the Resident is assigned, and the Medical or Dental Staff bylaws, as appropriate. Resident policies may be found online at: <http://gme.unchealthcare.org/newresidents/agreementpacket>; and at: <http://gme.unchealthcare.org/gmepolicy>. The terms of each applicable UNC Hospitals' policy, practice, rule, bylaw, and regulation, including but not limited to those expressly referenced in this Agreement, are herein incorporated by reference;
3. to use its best efforts, within available resources, to provide the Resident with adequate and appropriate supervision, support staff and facilities in accordance with federal, state, local and ACGME or ADA requirements; and
4. to comply with the obligations imposed by all applicable state and federal law and regulations to report instances in which the 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. UNC Hospitals shall also comply with any reporting obligations imposed by the North Carolina Medical Board and the North Carolina State Board of Dental Examiners with respect to the Resident's license to practice medicine or dentistry as part of the Program.

RESIDENT RESPONSIBILITIES

The Resident agrees to:

1. comply with the Hospital's pre-appointment procedures prior to beginning the term of this Agreement;
2. develop a personal program of self study and professional growth with guidance from the Residency Program;
3. participate fully in the educational and scholarly activities of the residency program and, as required, assume responsibility for teaching and supervising other residents and students;
4. participate in safe, effective, and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility;
5. perform satisfactorily and fulfill the educational and clinical responsibilities of the Residency training program requirements (as determined by the Program Director) and to the best of his or her ability perform the customary services of a Resident;
6. serve at UNC Hospitals and other facilities affiliated with the Residency Program;
7. accept the duties, responsibilities, and rotations assigned by the Program Director;
8. meet the Program's standards for learning and advancement including the objective demonstration of the acquisition of knowledge and skills;
9. conform to all applicable rules, regulations, policies and procedures of the Hospital, the training program, and any other hospital or clinic to which the Resident is assigned during the term of the training program. This includes, but is not limited to, the Hospital policies concerning: Duty Hours; Moonlighting; Impaired Physicians; Fit for Duty Policy for ACGME Trainees; Grievance Procedures; Eligibility and Selection; Leaves of Absence; Medical License Requirement; Reappointment, Non-reappointment, and Dismissal; and PTO ("Paid Time Off"); in addition to all policies and procedures described in the Resident Manual and Program policies and procedures, as may be amended from time to time. This also includes conformance with any of the Hospital's human resources policies that are applicable to housestaff, including, but not limited to, the Hospital's policies

concerning: Harassment; Workplace Violence; and LMS training. Resident policies may be found in the Graduate Medical Education Manual, and online at: <http://gme.unchealthcare.org/newresidents/agreementpacket>; and at: <http://gme.unchealthcare.org/gmepolicy>. The terms of each applicable UNC Hospitals' policy, practice, rule, bylaw, and regulation, including but not limited to those expressly referenced in this Agreement, are herein incorporated by reference. The Resident understands and agrees that failure to obey, adhere to and comply with any such applicable policy ultimately may result in dismissal from the Residency Program;

10. accurately and appropriately complete all patients' medical records within the time period specified by the Hospital;
11. conduct himself or herself ethically, morally and professionally in keeping with his or her position as a physician or dentist, as appropriate;
12. participate in hospital committees, especially those that relate to patient care review activities;
13. participate in evaluating the quality of the education provided by the residency program;
14. develop an understanding of the ethical, socioeconomic, and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in providing patient care;
15. fulfill the duties of the assigned schedule of service, including on-call duty;
16. register and annually maintain his/her medical license, dental license, or dental permit with the North Carolina Medical Board or North Carolina State Board of Dental Examiners, as appropriate, through the term of this Agreement. The Resident understands that failure to obtain and maintain valid licensure annually will result in the resident being removed from clinical duties and forfeiting the resident's pro rata stipend payments during the time his/her license has not been registered or renewed;
17. obey and adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by the Joint Commission, the ACGME, the ADA, the Program's Residency Review Committee ("RRC"), and any other relevant accrediting, certifying, or licensing organization, and cooperate fully with all UNC Hospitals and residency program surveys, reviews, and quality assurance and credentialing activities;
18. report immediately to UNC Hospitals' Public Affairs Office any inquiry by any member of the press. The Resident agrees not to communicate with any inquiring private attorney or any members of the press except merely to refer such private attorneys to the Legal Office and to refer the press to the Public Affairs Office;
19. access his/her UNC Hospitals email account regularly to maintain timely communication with the Office of Graduate Medical Education;
20. report any patient care-related incidents to UNC Hospitals Legal and Risk Management Department in a timely manner and to cooperate fully in any investigations, discovery, and defense that may arise from such incident(s). The Resident's failure to report in a timely manner and fully cooperate may result in revocation of professional liability insurance coverage;
21. report immediately to UNC Hospitals' Legal and Risk Management Department any inquiry by any private or governmental attorney or investigator concerning care provided by the Resident pursuant to this Agreement. This covenant shall survive termination or expiration of this Agreement;
22. cooperate fully with UNC Hospitals' Administration, UNC Hospitals' Legal and Risk Management Department, all attorneys retained by that office, and all investigators, committees, and other departments of UNC Hospitals, particularly in connection with the following: (a) evaluation of patient care; (b) review of an incident or claim; (c) preparation for litigation, whether or not the Resident is a named party to that litigation; and
23. abide by the terms, conditions and general responsibilities outlined in this Agreement.

TERMINATION AND SUSPENSION

This Agreement may be terminated by the Hospital prior to its expiration for reasons stated in the Hospital's Policy for Reappointment, Non-Reappointment, and Dismissal, and the Hospital's Grievance Procedures. In the event the number of Residents in the Hospital's program is reduced, or the Hospital's training program is discontinued, the provisions of the Hospital's Policy on Resident Closure will apply. At the time of the expiration or in the event of termination of the Agreement, the Resident shall return all Hospitals' property, including but not limited to books, equipment, pager, name badge, uniforms; complete all necessary records; settle all professional and financial obligations; and complete a Graduate Medical Education clearance sheet.

NONSOLICITATION

The Resident agrees that, during the term of this Agreement and for a period of one year following the termination or expiration of this Agreement for any reason, the Resident shall not knowingly and directly solicit any patient of UNC Hospitals or University of North Carolina Health Care System (UNC HCS) with whom Resident had contact during residency to transfer his/her medical care from UNC Hospitals or UNC HCS to the Resident or any entity with which the Resident engages in practice after the termination or expiration of this Agreement. The foregoing notwithstanding, UNC Hospitals acknowledges that patients of UNC Hospitals or UNC HCS may of their own accord leave UNC Hospitals or UNC HCS and seek health care from a competing unit regardless of the actions of the Resident. Subject to compliance with the above, UNC Hospitals shall hold the Resident harmless with respect to patients leaving UNC Hospitals or UNC HCS under such circumstances.

MISCELLANEOUS

1. This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements relating to the subject matter hereof, and may be modified only by a written instrument duly authorized and executed by both parties or as provided herein.
2. This Agreement shall be governed by the laws of the State of North Carolina.
3. The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.
4. In the event any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.

Signature-Resident Physician/Dentist (Seal)

Signature-UNC Hospitals (Seal)
Cindi Trinidad
Office of Graduate Medical Education

Date: _____

Date: _____

Adopted and Approved by the Graduate Medical Education Advisory Committee September 17, 1997

Revised and Approved: November 4, 1998
 Revised and Approved: February 9, 2000
 Reviewed and Approved: November 15, 2000
 Revised and Approved: November 14, 2001
 Revised and Approved: December 19, 2001
 Revised and Approved: October 16, 2002
 Revised and Approved: November 19, 2003
 Revised and Approved: September 15, 2004

Revised and Approved: September 21, 2005
 Revised and Approved: September 20, 2006
 Reviewed and Approved: December 19, 2007
 Revised and Approved: October 15, 2008
 Revised and Approved: October 21, 2009
 Revised and Approved: March 16, 2011