



Resident/Fellow Name:

Department/Program:

PG Year:

Annual Salary:

Chief Additional Pay:

Duration of Appointment:

The Mountain Area Health Education Center (“MAHEC”), has offered a position in the Department/Program set forth above (“Program”) to the above-named individual (“Resident/Fellow”) for the above-captioned salary and Resident/Fellow has agreed to accept the position on the terms and conditions above and as follows:

II. The Resident/Fellow Responsibilities

A. With guidance from the teaching staff, the Resident/Fellow will develop a personal program of self-study and professional growth.

B. Under the supervision of the teaching staff, the Resident/Fellow will provide safe and appropriate care for patients, commensurate with his/her level of education, ability and experience as determined by the teaching staff.

C. The Resident/Fellow will perform the duties prescribed by MAHEC, an attending physician and/or the Department, in a competent, efficient, satisfactory, humanistic and courteous manner in strict accordance with the professional and ethical standards of the medical profession.

D. The Resident/Fellow will participate fully in the educational and scholarly activities of his/her Program and, as authorized by the teaching staff and assume responsibility for teaching and supervising other residents/fellows and students.

E. The Resident/Fellow will comply with practices, guidelines, procedures, and policies of MAHEC, Rules and Regulations of MAHEC, and all guidelines, policies, procedures, by-laws, rules and regulations of North Carolina (Physicians, Dentists, Pharmacists) and other institutions or clinical sites to which he/she is assigned; such policies shall include, but not be limited to, those concerning confidentiality of protected health information.

F. As directed by his/her Program Director, the Resident/Fellow will provide services in all hospitals and clinics and participate in all activities to which the Resident/Fellow is assigned as part of the MAHEC Graduate Medical Education Program.

G. The Resident/Fellow will comply with all applicable federal laws and the laws of the State of North Carolina, including, but not limited to, those relating to the practice of medicine, pharmacy or dentistry as appropriate.

H. If the Resident/Fellow is a graduate of a foreign medical school, the Resident/Fellow will provide MAHEC with a copy of the certificate issued by the Educational Council for Foreign Medical Graduates prior to the commencement of his/her appointment. Failure to provide this certificate to MAHEC will result in automatic and immediate revocation of the Resident/Fellow's appointment.

I. The Resident/Fellow shall satisfy all requirements for employment by MAHEC. Resident/Fellow shall satisfactorily complete all departmental requirements for promotion to the PG year noted at the beginning of this Agreement, if applicable (if the Resident/Fellow is a resident at MAHEC during the year immediately prior to the commencement of the appointment under this Agreement).

J. The Resident/Fellow shall present, no later than the commencement date of his/her appointment, evidence of his/her identity and authorization to work in the United States as required by federal law. Failure to provide this evidence will result in revocation of the Resident/Fellow's appointment. If Resident/Fellow's work authorization documents expire, he/she shall provide MAHEC with current authorization documents prior to such expiration for reverification by MAHEC. If Resident/Fellow fails to provide such authorization documents, this Agreement may be terminated by MAHEC immediately.

K. The Resident/Fellow will provide, in a timely manner, all information requested for purposes of credentialing by MAHEC Medical Staff. Failure to provide this information may result in revocation of the Resident/Fellow's appointment.

L. The Resident/Fellow will satisfy all health requirements for employment by providing evidence of compliance with all immunization, tuberculosis and drug testing requirements of MAHEC.

M. The Resident/Fellow will participate in evaluations of the quality of education provided by the Program.

N. The Resident/Fellow will develop an understanding of ethical, socioeconomic and medical/legal issues that affect Graduate Medical Education and of how to apply cost

containment measures in the provision of patient care. The Resident/Fellow will also participate in quality improvement activities related to his/her clinical service.

O. The Resident/Fellow will participate in institutional committees and councils, especially those which relate to patient care review activities, as determined by the Program.

P. The Resident/Fellow will participate in videotaping, photographing, filming, recording or other permanent preservation of mock drills, direct patient care, or other parts of his/her responsibilities under this Agreement and consents to use of this material for any purpose.

Q. The Resident/Fellow will attend and participate in Risk Management presentations and comply with the policies, procedures and guidelines as a condition of professional liability coverage through MAHEC's provider. Failure to comply with the policies, procedures and guidelines may result in suspension of insurance coverage and suspension or termination of the Resident/Fellow.

R. The Resident/Fellow will participate in Infection Control education and comply with all health or safety requirements mandated by applicable state and federal law, and MAHEC.

S. The Resident/Fellow will attend and participate in presentations about compliance, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), and confidentiality of patient health information.

T. The Resident/Fellow will complete all mandatory MAHEC Annual Training assigned in May/June by July 1st. Failure to complete the Annual Training after 14 days can result in separation from employment with MAHEC.

U. Residents/Fellows will comply with all MAHEC Talent Management "TM" policies. The TM policies can be found on MAHEC's Intranet page.

V. The Resident/Fellow will perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with MAHEC's Duty Hours Policy (Policy # GME-18). Duty hours, although subject to modification and variation, depending on the clinical area of assignment and/or urgent circumstances, shall be subject to applicable state, federal, the Accreditation Council on Graduate Medical Education (ACGME) and American Society of Health-System Pharmacists (ASHP) requirements. If a scheduled duty assignment is inconsistent with this Agreement or the Duty Hours Policy, the Resident/Fellow shall bring that inconsistency first to the attention of the Program Director for resolution. If the Program Director does not resolve the inconsistency, it shall be the obligation of the Resident/Fellow to notify the Director of the MAHEC Graduate Medical Education office of the inconsistency, who working with the

Graduate Medical Education Committee, shall take the necessary steps to address the inconsistency.

W. Resident/Fellow acknowledges and agrees that any and all inventions, whether or not patentable, processes, trade secrets, data, improvements, patents and/or other intellectual property relating to Resident/Fellow's employment or otherwise arising from his/her employment, conceived or first reduced to practice, as the case may be, during his/her employment ("Inventions"), without further remuneration shall be the property of MAHEC. Resident/Fellow agrees that all Inventions will be promptly and fully disclosed to MAHEC, in writing and any and all legal interest in such Inventions assigned to MAHEC. Resident/Fellow agrees to cooperate with MAHEC, at MAHEC's expense by promptly executing any documents or carrying out any acts that may be required to vest the rights in or to Inventions in MAHEC and otherwise to enable MAHEC fully to protect its intellectual property.

III. Conditions for Reappointment

The term of this Agreement shall be the Duration of Appointment indicated in Section I above, subject to the termination provisions hereof. The Resident/Fellow acknowledges and agrees that there is no guarantee of a position as a resident/fellow for any subsequent years of education and training regardless of the total length of the Program to which the Resident/Fellow was appointed. Any reappointment of the Resident/Fellow will be based on satisfactory performance evaluations completed at least semi-annually by the Program Director or his/her designee. Reappointment is not guaranteed.

If a decision is made not to renew the Agreement, a written notice of intent not to renew a Resident's/Fellow's contract will be provided in accordance with MAHEC's Institutional Commitment Policy for Graduate Medical Education (Policy # GME-02, GPR-08).

If the Resident/Fellow decides not to seek renewal of this Agreement for a subsequent year of residency, Resident/Fellow shall make every effort to provide the Program Director written notice of such decision no less than one hundred and twenty days (120) prior to the expiration of this Agreement.

IV. MAHEC's Responsibilities:

A. MAHEC sponsors Graduate Medical Education Programs. MAHEC provides a suitable environment and educational program that meets the institutional requirements of ACGME and other accrediting bodies. MAHEC's ACGME-accredited programs and non-ACGME accredited programs are in substantial compliance with the accrediting bodies' Program Requirements and the applicable Institutional Requirements. MAHEC will award a Certificate of Completion to the Resident/Fellow upon successful completion of a multi-year program or part of a training program successfully completed at MAHEC.

B. Compensation

MAHEC will pay Resident/Fellow on a biweekly basis. Salaries are subject to all deductions required by state and federal law and such other deductions as Resident/Fellow may authorize.

C. Professional Liability Insurance

MAHEC will provide professional liability insurance coverage through a selected provider for the authorized activities of the Resident/Fellow under this Agreement. Coverage details are available from Risk Management. The professional liability coverage for the Resident's/Fellow's activities provides legal defense and protection against awards from claims reported or filed during participation in MAHEC sponsored programs, or after completion of the program(s) if the alleged acts or omissions of a resident/fellow are within the scope of the program(s). This coverage is subject to such requirements, conditions and limitations of the carrier as may exist from time to time. It also requires cooperation in assisting Risk Management in the defense of a suit or claim and in providing of notice when aware of a potential or actual suit or claim in which the Resident/Fellow may be involved. Any moonlighting by the Resident/Fellow is not covered through MAHEC.

D. Benefits

Resident/Fellow shall be eligible to participate in MAHEC's employee benefit plans pursuant to the terms of the applicable plan documents, as may be changed from time-to-time in the sole discretion of MAHEC. A description of available benefits will be provided during onboarding.

E. Medical Records

MAHEC or other assigned sites will provide systems that document the patient's illness and treatment, and are adequate to support the Resident's/Fellow's education, participation in quality improvement activities, and provide a resource for appropriate scholarly activity. Resident/Fellow is required to and will complete all medical records accurately, timely and in accordance with the policies and procedures of MAHEC and of the respective institutions participating with MAHEC in the Graduate Medical Education Program.

F. On-Site Sleeping Quarters

Hospital sites will provide adequate on-site sleeping quarters as needed for the Resident/Fellow when on-call.

G. General Call Schedule and Schedule of Assignments

MAHEC promotes patient safety and resident education through faculty availability and resident duty hour assignments that are developed by each individual service in accordance with MAHEC's Duty Hours Policy (Policy GME-18). As determined by individual services, the Resident/Fellow will receive reasonable notice of hours of duty, work assignments and on-call schedules.

H. A Safe Working Environment

MAHEC promotes a safe working environment; camera surveillance, and staff education concerning institutional and personal safety guidelines.

I. Residency/Fellowship Closure/Reduction

In the event of a residency/fellowship closure or reduction, it will be addressed as set forth in the MAHEC Institutional Commitment Policy for Graduate Medical Education (Policy #GME-30, GPR-23).

J. Requests for Accommodations Related to Disabilities

MAHEC is an equal opportunity employer. A Resident/Fellow who has a medical condition that may interfere with their ability to perform the essential functions of their position may request reasonable accommodations through the individual's program, GME or MAHEC's Department of Talent Management. Requests for reasonable accommodation will be evaluated in compliance with federal and State laws.

K. Policies

MAHEC may modify or amend at any time its personnel or GME policies, including those referenced in this Agreement.

V. Professional Activities Outside the Educational Program

Resident/Fellow shall comply with MAHEC's Moonlighting (Policy #GME-06, GPR-25). The Resident's/Fellow's services shall be devoted solely to advancing the clinical and educational program. Moonlighting is prohibited, unless expressly approved in writing by the Graduate Medical Education office prior to the performance of any moonlighting. All professional activity outside the educational programs is prohibited except in accordance with the Moonlighting (Policy #GME-06, GPR-25). The Resident/Fellow shall report all moonlighting activities and actual moonlighting hours worked via Duty Hours. MAHEC provides no professional liability coverage for moonlighting.

VI. Evaluations

The Resident/Fellow's performance will be reviewed and evaluated by the Program's faculty at least semiannually. The Program Director, or the Director's designee, will review the Resident's/Fellow's overall progress toward the Resident's/Fellow's educational objectives. Written summary evaluations will be provided and maintained by the program/department in accordance with MAHEC's Promotion of Residents (Policy # GME-14, GME-11). An unsatisfactory evaluation may result in required remedial activities, temporary suspension, non-promotion, non-renewal or termination from the Program.

VII. Guarantee of Due Process

MAHEC has established this policy and procedure for contesting academic or other disciplinary action that could result in suspension, non-renewal of a resident or fellow's agreement, non-promotion of a resident or fellow to the next level of training, dismissal or any other action that could significantly threaten a resident or fellow's intended career development. MAHEC will provide the Resident/Fellow with an opportunity to appeal such action in accordance with the Nonrenewal or Renewal of a Resident/Fellow Contract (Policy # GME-25, GMR-20). A resident or fellow who elects to resign from his/her program in lieu of termination or similar action is eligible to appeal the action that prompted the resignation. The Fair Hearing for Resident/Fellow Grievance Policy (Policy # GME-13, GPR-07) is also available to the Resident/Fellow for the adjudication of Resident/Fellow complaints and grievances related to work environment or issues related to the Program or faculty. Complaints alleging discrimination or harassment on the basis of race, gender, color, creed, sex, national origin, disability, age, sexual orientation, gender identity, military status, marital status, for engaging in protected activity, or any other status protected by law will be referred to MAHEC's Talent Management Department for investigation.

VIII. Release of Information

The Resident/Fellow consents to MAHEC seeking independent verification of his/her graduation from medical, dental or pharmacy school and other residency or training programs. On request, the Resident/Fellow will present evidence of his/her successful graduation from medical/dental/pharmacy school or successful completion of other residency/fellowship or training programs. The Resident/Fellow understands that MAHEC will conduct an independent background check. If any negative information is identified, the Program Director will offer the Resident/Fellow an opportunity to discuss the results of the background check before taking action. The Resident/Fellow acknowledges and agrees that his/her participation in the Program and any contractual obligation to employ and train him/her are contingent upon Resident's satisfactory cooperation and successful completion of the credentialing process, including but not limited to the background check and verification of education and other training programs.

IX. Termination of Agreement

MAHEC reserves the right to terminate this Agreement or to take other action including, but not limited to, suspension of Resident/Fellow's participation in the Program if:

- a) The Resident/Fellow breaches any term or condition of this Agreement;
- b) It is discovered that material facts presented by Resident/Fellow at the time of application or re-application are misleading or untrue;
- c) Resident/Fellow's employment is terminated, subject to the due process requirements;
- d) Resident/Fellow fails to meet the performance or conduct standards of the Residency Program or to make reasonable progress towards those standards;

- e) Resident/Fellow violates the rules, regulations, policies or procedures of MAHEC, including but not limited to personnel policies;
- f) Resident/Fellow is convicted or enters a plea of guilty or nolo contendere to a felony or misdemeanor or any crime involving moral turpitude;
(G) Resident/Fellow places the welfare of any patient in jeopardy;
- g) Resident/Fellow's actions are not commensurate with good medical practice;
- h) Resident/Fellow fails to obtain and maintain applicable licenses or certifications or disciplinary action is imposed on Resident/Fellow by a licensing board;
- i) Resident/Fellow displays conduct not commensurate with good moral standards including, but not limited to, unprofessional conduct;
- j) It is believed that Resident/Fellow's capacity is diminished by the use of drugs or alcohol;
- k) Resident/Fellow fails to fulfill residency/fellowship responsibilities;
(M) Resident/Fellow fails to obtain and maintain professional liability insurance
(N) Resident/Fellow fails to keep charts, records and reports, accurate, current and signed, including discharge summaries.

If the Resident/Fellow is suspended, the Resident/Fellow's pay may be suspended for the duration of the suspension.

In the event that this Agreement is terminated by MAHEC pursuant to this Section IX, the Resident/Fellow shall be entitled to appeal rights and procedures accorded to residents in accordance with the Fair Hearing for Resident/Fellow Grievance Policy (Policy # GME-13, GPR-07).

The Resident/Fellow is advised that MAHEC is required to report certain disciplinary actions taken with respect to Residents or Fellows, including resignation in lieu of disciplinary action, to the North Carolina licensing board within the profession.

X. Acknowledgement

Resident/Fellow acknowledges receipt of the MAHEC Graduate Medical Education policies via New Innovations electronic onboarding and understands that he/she is required and responsible for reading and understanding such policies as a condition of entering into this Agreement.

Resident/Fellow's signature below indicates that Resident/Fellow has read, understands and agrees to abide by such policies.

XI. General Provisions.

This Agreement may be amended by mutual written agreement of the parties. In addition, MAHEC may amend this Agreement upon ten (10) days advance notice to Resident/Fellow and

if Resident/Fellow does not provide a written objection to the GME office within such ten (10) day period, then the amendment shall be effective at the expiration of the ten (10) day period. If Resident/Fellow does object to the amendment, then MAHEC, in its discretion, may terminate this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

The invalidity or unenforceability of any terms or conditions hereof shall in no way effect the validity or enforceability of any other term or condition herein.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

This Agreement shall be binding upon the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, MAHEC and Resident/Fellow have caused this Agreement to be executed as follows:

Signature, Resident/Fellow _____ Date _____

Signature, Program Director _____ Date _____

Signature, CEO _____ Date _____

Concerning Graduate Medical Education (GME) Policies

For those Resident/Fellows with internet access, the policies referenced in the Resident/Fellow Agreement can be obtained by following these instructions:

1. Go to website <https://www.new-innov.com/login/Login.aspx>
2. Click on the folder "Policies" on your home screen
3. Click on each policy to review and/or print them

For those Resident/Fellows without Internet access, please contact the Graduate Medical Education office at 828-257-4472 or GME@mahec.net to request the policies and include the Resident/Fellow's name and interoffice or mailing address.