# RESIDENT AGREEMENT

This Agreement (“Agreement”), is by and between **CAMC GREENBRIER VALLEY MEDICAL CENTER, INC.** ("CAMC GVMC") and **<<firstname>> <<lastname>>, <<credentials>>** ("Resident"), and sets forth the terms and conditions of Resident's appointment by CAMC GVMC as a member of **<<department>>** (the "Department").

WHEREAS, a post-graduate medical education resident training program in [insert Family Medicine or Neuromuscular Skeletal Medicine] is located at CAMC GVMC and is officially titled, for graduate medical education purposes, as the CAMC Greenbrier Valley Medical Center Program (“Program”); and

WHEREAS, the Program is sponsored by Charleston Area Medical Center, Inc. (“CAMC” or “Program Sponsor”); and

WHEREAS, the Program Sponsor and CAMC GVMC each play key roles in the successful operation and oversight of the Program; and

WHEREAS, Resident has been accepted into the Program and shall, upon execution of this Agreement, be subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, CAMC GVMC and Resident each agree as follows:

**1. Terms of Appointment**

1.1 Commencement Date. Commencing on **<<startdate>>** ( the "Commencement Date") Resident shall be appointed as a trainee at the **<<status>>** (post-graduate level) in the Program. Resident will undergo an orientation period prior to the residency year to begin on **06/24/2020** (the “Employment Date”).

1.2 Term. This Agreement shall be effective for a maximum period of twelve (12) months, expiring on **<<enddate>>**. Although the parties anticipate that Resident's appointment pursuant to this Agreement will continue for the full twelve (12) month term, this Agreement may be terminated by CAMC GVMC at any time for the grounds specified herein.

1.3 Obligation to Provide Accurate Information. Residents are at all times responsible for the completeness, timeliness, and accuracy of the information they provide to the Program Sponsor and to CAMC GVMC. The submission of information by a Resident that is false, misleading, incomplete, or plagiarized from another source is a violation of this Agreement. The omission of information that is pertinent to decisions by the Program Sponsor and CAMC GVMC as to whether to rank a resident, determine a Resident’s ability to satisfy Program requirements or standards, or identify circumstances that may reasonably be expected to affect adversely a Resident’s licensure status, visa status, or ability to start the Program is a violation of this Agreement. Such violations constitute grounds for disciplinary actions, up to and including termination.

1.4 Conditions Precedent. As a condition precedent to appointment, Resident must provide appropriate credentialing documentation to CAMC GVMC and to the Program Sponsor prior to the Commencement Date. This Agreement shall automatically terminate and will not become effective if Resident fails to provide CAMC GVMC and the Program Sponsor with all of the following credentialing documentation required for certification of eligibility:

1.4.1 A completed, timely, accurate and comprehensive residency application;

1.4.2 An original medical school diploma (or notarized copy of such diploma);

1.4.3 An official medical school transcript[s], impressed with original medical school seal[s](or a notarized copy of such transcript[s]);

1.4.4 A training permit/license, as may be required by West Virginia state law;

1.4.5 A Dean's letter from the medical school from which Resident graduated;

1.4.6 A minimum of two (2) additional letters of reference*.* Such letters of reference must be written in English or be accompanied by certified translations;

1.4.7 Proof of legal employment status (i.e., birth certificate, passport, naturalization papers, valid visa, etc.);

1.4.8 If Resident is an international medical school graduate, an original, current, and valid ECFMG Certificate as well as proof of enrollment in a medical insurance plan per ECFMG sponsorship requirements;

1.4.9 A DEA number or a temporary or limited DEA number that otherwise complies with applicable law and a license to practice medicine in, or a temporary or limited license that otherwise complies with the applicable provisions of the laws pertaining to licensure in the State of West Virginia; and

1.4.10 Any document not printed in English must be accompanied by an acceptable original English translation by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to CAMC.

1.4.11 Such other and further information that CAMC GVMC or the Program Sponsor may request in connection with Resident's credentials;

1.4.12 Resident agrees to sign the “Professional Practice Contract” in Attachment A of this agreement as a condition of appointment;

1.4.13 Resident must be able to adhere to the Resident Technical Standards as outlined in the Program Sponsor’s House Staff Handbook policy titled “Resident Technical Standards”. If resident cannot comply with the guidelines in the policy or with the responsibilities or essential functions of the job due to a protected disability, it is the resident’s responsibility to notify the Program Director or Human Resources Director of any request for reasonable accommodation.

1.4.14 Resident is subject to the CAMC GVMC and Program Sponsor’s policy on background checks. CAMC GVMC and the Program Sponsor will cooperatively ensure that background investigations are or have been conducted on all new residents in accordance with the Fair Credit Reporting Act (FCRA) and West Virginia state laws. Background investigations are conducted to evaluate and assess the employability of those individuals with a criminal conviction, a pending criminal charge, or some other adverse event as it relates to specifically identified positions. All background investigations are the property of CAMC GVMC and the Program Sponsor and are maintained in a confidential manner. Copies will not be provided to a resident. The fact that a resident has a criminal conviction is not sufficient to disqualify him/her from employment. The final decision to employ a resident with a criminal conviction will be at the discretion of the DIO and the Corporate Director for Human Resources.

1.5 Physical Assessment and Immunization. After all other conditions precedent have been satisfied and Resident has been extended a conditional offer of appointment to the Staff, Resident must submit evidence that Resident has submitted to a pre-appointment physical examination and received the required immunizations prior to the Commencement Date in full compliance with CAMC GVMC's and the Program Sponsor’s physical assessment and immunization policy and all applicable federal, state, and local laws and regulations. Further, such evidence must demonstrate, on the basis of this overall health status assessment, that it has been determined that Resident 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.

**2. Resident Responsibilities**. In providing services and in participating in the activities of the Program, Resident agrees to do the following:

2.1 Perform Duties. Work as scheduled by CAMC GVMC and the Program Sponsor and perform diligently and conscientiously those duties that may reasonably be assigned to Resident to the best of Resident’s ability. Resident understands and acknowledges that CAMC is the Program Sponsor, and also understands and acknowledges that CAMC GVMC contracts with the CAMC Institute for Academic Medicine (the “IAM”) for the IAM to manage and administer various aspects of the Program. Resident agrees to recognize the IAM as the agent of both CAMC and CAMC GVMC with respect to all aspects of the Program.

2.2 Alternate Site Rotations. Agree to be assigned to and to participate in inpatient and/or outpatient rotations at locations and facilities other than CAMC GVMC during the term of this Agreement.

2.3 Policies. Obey and adhere to the applicable policies, practices, bylaws, rules and regulations (collectively the "Policies") of CAMC GVMC, the Program Sponsor, the IAM, the Department, and the Medical Staff of CAMC GVMC. Likewise, Resident shall obey and adhere to the corresponding policies of all of the facilities to which Resident rotates. In case of any conflict between the Policies of CAMC GVMC, the Program Sponsor, the IAM and policies of other facilities, the policies of CAMC GVMC as Resident’s employer, the Program Sponsor, and of the IAM as their agent shall control.

2.4 Laws. Obey and adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by Det Norske Veritas (“DNV”), the Accreditation Council on Graduate Medical Education ("ACGME"), and its Residency Review Committee ("RRC"), and any other relevant accreditation, certifying, or licensing organizations.

2.5 Activities. Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director and/or as necessary for the completion of applicable graduation requirements, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students, participate in assigned IAM, CAMC GVMC and Medical or Dental Staff committee activities and participate as appropriate in institutional programs and Medical Staff activities.

2.6 Education. Fulfill the educational requirements of the Program.

2.7 Courteous Attitude. Use Resident’s 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 CAMC facilities, at the CAMC GVMC hospital, and at any and all other facilities and rotation sites to which Resident is or may be assigned.

2.8 Clinical Services. Provide Clinical services:

2.8.1 In a safe, effective and compassionate manner commensurate with Resident’s level of advancement and responsibilities;

2.8.2 Under appropriate supervision;

2.8.3 At sites specifically approved by the Program; and

2.8.4 Under circumstances and at locations covered by the professional liability insurance maintained for Resident in accordance with Paragraph 5.4 below.

2.9 Professional Growth. Develop and follow a personal program of self-study and professional growth under guidance of the Program's teaching faculty.

2.10 Issues. Acquire an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine and graduate medical education training.

2.11 RRC and ACGME Accreditation. Fully cooperate with the Program, the IAM, the Program Sponsor and CAMC GVMC in coordinating and completing RRC and ACGME accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, time cards, statistical operative and procedure logs, faculty Program evaluations, and/or other documentation required by the RRC, the ACGME, the IAM, the Program Sponsor, CAMC GVMC, the Department, and/or the Program.

2.12 Health Information and Testing Requirements. Upon initial appointment to the Program and throughout a Resident’s appointment, Resident must provide all health information as may be required by the Program, by the Program Sponsor and by CAMC GVMC for Resident to perform assigned duties. Such information may be required upon notification of initial appointment to the Program; information may be required prior to the date of employment/assignment; and for continued appointment to the Program. Resident shall not assume on site duties without meeting all requirements defined by the Program Sponsor and by CAMC GVMC and its Employee Health and Safety policies. Non-compliance with such policies and/or failure to present required documentation will result in the cancellation of Resident’s appointment to the residency program.

Residents appointed to CAMC GVMC residencies will be required to meet all employee health requirements prior to assuming or continuing resident duties. Requirements include, but are not limited to:

1) completion of the Health Assessment Form is considered part of the resident contract. All residents must complete and return a completed signed contract including the Health Assessment Form, when requested. Failure to complete and return the form shall result in voiding the resident agreement/contract;

2) submission of supplemental information or additional testing documentation as may be deemed necessary by the Employee Health Department;

3) completion of an on-site employee health evaluation that may include an examination; review and/or administration of all Program and CAMC GVMC required immunizations; and/or additional health testing as prescribed by the Employee Health department;

4) submission to drug testing for the purpose of determining drug use or alcohol abuse as required of all CAMC GVMC employees; and

5) other requirements as may be deemed necessary by the Employee Health Department upon initial appointment to the program.

The results of all examinations of Resident shall be provided to the Program Sponsor and to the CAMC GVMC Employee Health Office. All health information including on-site examinations, immunizations and testing results shall become part of the Employee Health record at CAMC GVMC and may be provided by CAMC GVMC to the Program Sponsor..

2.13 Periodic Testing. Subsequent to the Commencement Date, submit to periodic (post-appointment) health examinations and supplementary tests as required by the Program which may include tests for drug use and/or alcohol abuse, as are deemed necessary by the Program Sponsor, CAMC GVMC or the IAM to ensure that Resident is physically, mentally, and emotionally capable of performing essential duties and/or as are otherwise necessary to the operation of the Program.

Resident agrees to continue to meet the Program Sponsor’s, CAMC GVMC's, the IAM’s and the State of West Virginia's standards for all required immunizations. Residents seeking an exemption to a required immunization are required to consult the CAMC GVMC Employee Health office, or said office’s designee, for instruction. Failure to comply with all applicable employee health requirements including required immunizations, in the absence of a formally granted legal exemption, may result in termination of Resident’s appointment.

The same requirements concerning Resident's health status that applied at the time of Resident's initial appointment shall apply thereafter and shall constitute a continuing condition of this Agreement and Resident's appointment to the Staff unless the Program Sponsor, CAMC GVMC or the IAM changes these requirements subsequent to the Commencement Date hereof.

2.14 Certification. Acquire and maintain life support certification(s).

2.15 Property. Return, at the time of the expiration or in the event of termination of this Agreement, all CAMC GVMC, IAM, Program Sponsor and/or Program property, including but not limited to books, equipment, papers and uniforms; complete all necessary records; and settle all professional and financial obligations.

2.16 Survey, Reviews, etc. Cooperate fully with all Program Sponsor, CAMC GVMC, IAM, Department and Program surveys, reviews, and quality assurance, performance improvement and credentialing activities, and submit to the Program Director or other person designated by the Program Sponsor, CAMC GVMC or the IAM at least annually, confidential written evaluations of Program faculty and educational experiences.

2.17 Reporting.

2.17.1 Report immediately (a) to the Office of the General Counsel for the Program Sponsor and CAMC GVMC, any inquiry by any private or government attorney or investigator or (b) to the President of the IAM any inquiry by any member of the press. Resident agrees not to communicate with any inquiring non-governmental attorney or investigator or any member of the press except merely to refer such attorneys and investigators to the Program Sponsor’s and CAMC GVMC’s Office of the General Counsel and to refer the press to the President of the IAM.

2.17.2 Promptly report the following to the Program Director:

(a) Revocation, expiration, suspension, or the placement of restrictions on an individual’s license.

(b) Revocation, expiration, suspension or the placement of restrictions on an individual’s DEA or state-controlled substance authorization.

(c) Debarment, proposed debarment, termination, exclusion, or preclusion by government action from participation in the Medicare/Medicaid or other federal or state health care programs. Being listed or the threat of being listed on any excluded provider list including that of the Excluded Providers List System (EPLS) or the Office of the Inspector General (OIG) which renders them ineligible for certain federal financial and nonfinancial assistances and benefits.

(d) Arrest, charge, indictment, conviction, or a plea of guilty or no contest pertaining to any felony; or to any misdemeanor involving (i) the practice of their profession, (ii) other health care matters, (iii) insurance or health care fraud or abuse, (iv) controlled substances, (v) illegal drugs, (vi) child abuse, (vii) elder abuse, or (viii) violence.

(e) Any change in the Resident’s status or any change in the information provided on the Resident’s application form. This information shall be provided with or without request, at the time the change occurs, and shall include, but not be limited to:

(i) any and all complaints regarding, or changes in, licensure status or DEA controlled

substance authorization,

(ii) the filing of a professional liability lawsuit against the Resident,

(iii) knowledge of a criminal investigation involving the Resident, arrest, charge,

indictment, conviction, or a plea of guilty or no contest in any criminal matter other

than a misdemeanor traffic citation,

(iv) exclusion or preclusion from participation in Medicare/Medicaid or any sanctions

imposed,

(v) knowledge of any investigation of his or her practice by an applicable licensing

board, and

(vi) any changes in the Resident’s ability to safely and competently provide clinical

services or perform the duties and responsibilities of this Agreement

because of health status issues, including, but not limited to, impairment due to

addiction, alcohol use, or other similar issue.

Failure to report the above items shall constitute grounds for disciplinary actions, up to and including termination.

2.18 Discharge of Patients. Cooperate fully with CAMC GVMC and its administration, including but not limited to the Departments of Nursing, Medical Affairs, Financial Services and Social Services, the Department, and CAMC GVMC staff, in connection with the evaluation of appropriate discharge and post-hospital care for CAMC GVMC patients.

2.19 Compliance. Maintain familiarity with and adhere to the compliance program of the Program Sponsor and CAMC GVMC, including but not limited to the Code of Ethical Conduct which applies to Resident.

2.20 Discrimination and Harassment including Sexual and Other Forms of Harassment.

Observe and comply with the IAM's and all other relevant health system policies of the Program Sponsor, and CAMC GVMC which prohibit discrimination and harassment, including sexual and other forms of harassment. Such policies are found in the Program Sponsor’s Health System document management system (“DMS”) and in the Program Sponsor’s House Staff Handbook in the “Harassment, Sexual Harassment and Bullying Policy,” available on-line at www.camcmedicine.edu.

2.21 Appearance. Present at all times a proper and professional appearance.

2.22 Information. Permit the IAM, the Program Sponsor, and CAMC GVMC to obtain from and provide to all proper parties any and all information as required or authorized by law or required by any accreditation body, and Resident covenants not to sue either the IAM, the Program Sponsor, CAMC GVMC or their representatives, officers, trustees, directors, or other personnel for doing so. This covenant shall survive termination or expiration of this Agreement.

2.23 Effect of Non-Compliance. Failure to comply with any of the provisions of this Paragraph 2 governing "Resident Responsibilities" shall constitute grounds for disciplinary action, including Resident's suspension or termination from the Staff of CAMC GVMC at CAMC GVMC's sole discretion.

1. **Institutional Responsibilities.** The Program Sponsor, CAMC GVMC and the IAM as their agent, have the following obligations:

3.1 Fee and Benefits. To ensure that the compensation and benefits are provided to Resident as outlined in Paragraph 5 below.

3.2 Education Training Program. To use best efforts, within available resources, to provide an educational training program that meets RRC and ACGME accreditation standards.

3.3 Orientation. To orient Resident to the facilities, philosophies, rules, regulations, and policies of the Program Sponsor CAMC GVMC and the IAM, and the Institutional and Program Requirements of the ACGME and the RRC.

3.4 Supervision. To provide or arrange for the provision of appropriate and adequate faculty and Medical and Dental Staff supervision for Resident's educational and clinical activities.

3.5 Environment. To maintain an environment conducive to the health and well-being of Resident.

3.6 Services. To provide or arrange for the provision of the following services: patient and information support services; security; parking; adequate and appropriate food and sleeping quarters to residents on call duty at CAMC GVMC facilities. Food and sleeping quarters are only provided when residents are on call duty and are not provided at other times.

3.7 Patient Services. To provide patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with education objectives and patient care responsibilities.

3.8 Information Retrieval. To provide an effective laboratory and radiologic information retrieval system to provide for appropriate conduct of the educational programs and quality and timely patient care.

3.9 Medical Records. To provide a medical records system that documents the course of each patient’s illness and care which is available at all times and is adequate to support the education of residents, support quality-assurance activities, and provide a resource for scholarly activity.

3.10 Security. To provide appropriate security and personal safety measures to residents in all locations including, but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related clinical activities.

3.11 Evaluation. To evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of Resident on a regular and periodic basis. The Program Director shall present to and discuss with Resident a written summary of the evaluations at least once during each six (6) month period of training or as otherwise required by the RRC.

3.12 Counseling Services; Impairment including that due to Substance Abuse. To facilitate access to appropriate and confidential counseling, medical and psychological support services. Applicable policy regarding physician impairment including that due to substance abuse shall be included in the Program Sponsor’s House Staff Handbook in the “Counseling, Medical and Mental Health Services” policy and the “Process for Handling Impaired Professionals” Policy online at [www.camcmedicine.edu](http://www.camcmedicine.edu).

3.13 Review of Grievances. Provide a fair and consistent method for review of Resident's concerns and/or grievances, without reprisal, as set forth in the Program Sponsor’s House Staff Handbook “Grievance Policy” and “Due Process Policy” online at [www.camcmedicine.edu](http://www.camcmedicine.edu).

3.14 Board Eligibility. Provide information related to eligibility for specialty board examinations at the program level; and,

3.15 Certificate of Completion. Upon satisfactory completion of the Program and satisfaction of the Program's requirements and Resident's responsibilities contained herein, furnish to Resident a Certificate of Completion of the Program.

**4. Clinical Experience and Education Hours (CEEH)**

4.1 CEEH Policy. Resident shall perform Resident’s duties under this Agreement during such hours as the Program Director may establish from time to time. Resident will comply with the institutional policy (located in the Program Sponsor’s House Staff Handbook in the “Clinical Experience and Education Hours” policy at www.camcmedicine.edu) and program policies and procedures governing Resident duty hours that support the physical and emotional well-being of the Resident, promote an educational environment and facilitate patient care. CEEHs, although subject to modification and variation depending upon the clinical area to which Resident is assigned and/or exigent circumstances, shall at all times be in accordance with state, federal, and ACGME requirements.

4.2 Call Schedules. The prospective call schedules and schedule of assignments will be made available to and reviewed by Resident. Changes to these schedules will be available in the Program Director's office.

4.3 Inconsistency in Schedules. If a scheduled duty assignment is inconsistent with this Agreement or the CEEH Policy, Resident shall bring that inconsistency first to the attention of the Program Director for reconciliation or cure. If the Program Director does not reconcile or cure the inconsistency, it shall be the obligation of Resident to notify the Department Chair,or in the Department Chair’s absence, the Program Sponsor’s designee,who shall take the necessary steps to reconcile or cure the raised inconsistency.

4.4 Moonlighting. Resident acknowledges that the Program Sponsor and CAMC GVMC do not require, and residents are not encouraged to, engage in any "moonlighting" activities (as defined by the Program Sponsor’s House Staff Handbook “Moonlighting” policy online at [www.camcmedicine.edu](http://www.camcmedicine.edu)). Resident will comply with institutional and Program policies and procedures governing moonlighting and assure that moonlighting activities will not be inconsistent with sufficient time for rest and restoration to promote the Resident’s educational experience and safe patient care. Moonlighting hours must be counted as CEEHs. In fact, moonlighting by Resident is hereby expressly prohibited by the Program Sponsor and by CAMC GVMC unless the following conditions are met:

4.4.1 Permission to moonlight is granted in writing in accordance with the institutional moonlighting policy;

4.4.2 The Resident’s Program Director acknowledges in writing that he or she is aware that Resident is moonlighting and this acknowledgement is included as part of Resident’s file;

4.4.3 The assignment does not impinge upon the clinical performance or educational obligations of Resident as determined solely by the Program Sponsor, CAMC GVMC and/or the Program Director;

4.4.4 Resident is licensed for unsupervised medical practice in the state where the moonlighting occurs, provided that it shall be the responsibility of the institution hiring Resident to moonlight to determine whether such licensure is in place and whether Resident has the appropriate training and skills to carry out the assigned duties;

4.4.5 Resident's professional moonlighting activities are covered by professional liability insurance separately purchased by or on behalf of Resident, and provided further that the terms of such insurance are acceptable to the Program Sponsor, CAMC GVMC and the IAM. Neither the Program Sponsor, CAMC GVMC nor the IAM will provide professional liability insurance coverage for Resident’s moonlighting activities, unless such activities are on behalf of the Program, CAMC GVMC or the IAM, and such coverage is extended to Resident in writing in a separate agreement with Resident. It shall be the responsibility of the Resident to secure confirmation of liability coverage and the responsibility of institution hiring the Resident to moonlight to ensure adequate liability coverage is provided; and

4.4.6 Resident shall not examine any person or review any person's medical record for the purpose of expressing to such person, such person's lawyer or anyone else, an opinion about the quality or standard of care rendered to the person, without the advance written consent of the IAM's President, the Program Director and CAMC GVMC’s Director of Medical Education.

**5. Financial Support and Benefits.** CAMC GVMC shall provide Resident with financial support and benefits including:

5.1 Compensation. CAMC GVMC shall pay Resident compensation in the amount of **<<compensation>>** per annum, payable in bi-weekly installments. Except as permitted pursuant to Paragraph 4.4, Resident shall not accept from any other source remuneration of any kind for services to patients or for other work performed as a medical provider or medical resident outside of the scope of this agreement unless authorized by the Program Sponsor and by CAMC GVMC. Resident may not independently seek external funding support for research and sponsored programs from granting/contracting organizations and must follow the Program Sponsor’s and CAMC GVMC’s institutional policies regarding the application for research and sponsored programs.

5.2. Paid Time Off and Medical Leaves of Absence.

5.2.1 Paid Time Off. CAMC GVMC's and the Program Sponsor’s policies regarding paid time off and medical leaves of absence shall comply with applicable laws, including but not limited to the Family Medical Leave Act. Copies of such policies are contained in the Program Sponsor’s House Staff Handbook in the “Leave” policy, online at www.camcmedicine.edu.

5.2.2 Leaves of Absence. Resident expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program requirements and/or access to eligibility for Board certification requirements. The amount of personal leave, leave of absence, or disability time that will necessitate prolongation of the training time for Resident shall be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board. The Program shall provide resident timely notice of the effect of leave(s) on the ability of residents/fellows to satisfy requirements for program completion. Copies of such policies are contained in the Program Sponsor’s House Staff Handbook in the “Leave” policy, online at www.camcmedicine.edu.

5.3 Professional Liability Insurance. CAMC GVMC shall provide or arrange for the provision of professional liability insurance, the limits of liability of which shall not be less than the minimum required of members of the Medical Staff of CAMC GVMC, but in no event less than One Million Dollars per occurrence, covering Resident against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of Resident’s Program duties under this Agreement. Said insurance coverage shall be on an occurrence basis which will apply to any incident, claim, action, cause of action or event which occurred during the period of this Agreement, regardless of when the incident, claim, action, cause of action, or event is reported. Upon request CAMC GVMC shall provide detailed information to Resident regarding the institution’s professional liability coverage. CAMC GVMC shall have the right to provide the foregoing coverage through a program of self-insurance. The professional liability coverage provided pursuant to this Agreement shall not cover Resident for activities outside the scope of Resident’s obligations under this Agreement and may be rescinded by CAMC GVMC if Resident fails to comply with Resident’s obligations under Sections 5.3.1, 5.3.2 or 5.3.3 of this Agreement. In connection with the professional liability coverage provided by CAMC GVMC:

5.3.1 Resident agrees to cooperate fully in any investigations, discovery, and defense that arises in connection with any claim. Resident’s obligations contained in this Section 5.3.1 shall survive expiration or termination of this Agreement.

5.3.2 If Resident receives, or anyone with whom Resident works or resides receives on Resident’s behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or Resident's activities at CAMC or CAMC GVMC facilities, Resident agrees to immediately report such receipt and deliver such documents to CAMC and CAMC GVMC's Office of the General Counsel. Resident’s obligations contained in this Section 5.3.2 shall survive expiration or termination of this Agreement.

5.3.3 Resident agrees to cooperate fully with IAM, CAMC and CAMC GVMC Administration, CAMC’s and CAMC GVMC's Office of the General Counsel and all attorneys retained by that office, and all investigators, committees, and departments of the IAM, CAMC or CAMC GVMC (including but not limited to Risk Management, Quality Assurance, Care Management, Human Resources, Corporate Compliance, Nursing, Safety and others), particularly in connection with the following: (a) evaluation of patient care; (b) review of an incident or claim; and/or (c) preparation for litigation, whether or not Resident is a named party to that litigation. By accepting the liability protection provided by CAMC GVMC, Resident agrees to make himself or herself available to participate in the defense of any professional liability claim in which he or she is involved in any manner regardless of whether Resident is a named party to that litigation and even after Resident has completed the residency training. Resident’s obligations contained in this Section 5.3.3 shall survive expiration or termination of this Agreement.

5.4 Benefits. Resident and their dependents shall be entitled to benefits commonly provided by CAMC GVMC to other residents, which benefits shall include (but are not limited to) health insurance and disability insurance. A summary of such benefits shall be presented to Resident annually, in writing and may be obtained by Human Resources or the Graduate Medical Education office.

5.5 Discontinuation of Benefit. CAMC GVMC reserves the right to modify or discontinue any benefit provided to Resident hereunder at any time, upon notice to Resident, but any such change may be made on a prospective basis only.

**6. Reappointment and/or Promotion.** The maximum duration of this Agreement is for a period of twelve (12) months. Reappointment and/or promotion to the next level of training is in the sole discretion of CAMC GVMC and the Program Sponsor and is expressly contingent upon several factors, including but not limited to, the following: satisfactory completion of all training components, the availability of a position, satisfactory performance evaluations, full compliance with the terms of this Agreement, the continuation of CAMC GVMC's and the Program's accreditation by the ACGME, CAMC GVMC's financial condition, and furtherance of CAMC GVMC's, the Program Sponsor’s and the IAM’s objectives. In addition, Resident must comply with institutional requirements for advancement and promotion as outlined in the Program Sponsor’s House Staff Handbook and other program requirements as defined by individual programs. Policies related to a resident’s appointment and/or promotion include at minimum the “Appointment and Promotion” policy, the “Evaluation” policy, and the “Academic Improvement” policy outlined in the Program Sponsor’s House Staff Handbook available online at www.camcmedicine.edu

6.1 Not an Option to Renew. Neither this Agreement nor Resident's appointment hereunder constitute an option to renew or extend Resident's appointment by CAMC GVMC or a benefit, promise, or other commitment that Resident will be appointed to the Staff for a period beyond the expiration or termination date of this Agreement.

6.2 Notice of Non-Reappointment or Non-Promotion. In the event that the Program Sponsor and CAMC GVMC elect not to promote or reappoint Resident to the Program and this Agreement, CAMC GVMC shall use its best efforts to provide Resident with ninety (90) days advance written notice of its determination of non-promotion or non-reappointment. However, if the primary reason(s) for non-promotion or non-renewal occurs within ninety (90) days prior to the expiration of this Agreement, Resident will be provided with as much written notice of non-promotion or non-renewal as circumstances will reasonably allow prior to the expiration of this Agreement. CAMC GVMC shall not be held liable for breach of this Agreement if CAMC GVMC fails to provide any such notice, but Resident shall be permitted to initiate the applicable grievance procedures as described in Section 7 of this Agreement.

6.3 Non-Promotion or Non-Reappointment Based on Resident Factors. When non-promotion or non-reappointment is based on Resident's unsatisfactory performance or noncompliance with the terms of this Agreement, the remediation and grievance policies set forth herein may be invoked prior to any such determination being "final."

6.3.1 Definition of Remediation. Remediation is an initial course of action to correct deficiencies pertaining to Resident's actions, conduct, or performance, which if left uncorrected may lead to non-reappointment or disciplinary action, but which are not yet serious enough to form an independent basis for corrective action, termination, or summary suspension.

6.3.2 Unsatisfactory Performance. In the event Resident's performance, at any time, is judged by the Program Director to be unsatisfactory or non-compliant with the terms of this Agreement, the Program Director shall notify Resident in writing of the nature of the unsatisfactory or non-compliant conduct or performance and assist Resident in developing a remediation plan designed to correct such performance or compliance issues.

6.3.3 Failure to Comply. Resident's failure to comply with the remediation plan or the continuation of actions, conduct, and/or performance by Resident that are deemed unsatisfactory or non-compliant by CAMC GVMC and the Program Sponsor, shall be grounds for non-reappointment and/or disciplinary and corrective action. A determination by CAMC GVMC and the Program Sponsor to commence disciplinary or corrective action under such circumstances is not grievable pursuant to CAMC GVMC's applicable grievance policy.

6.4 CAMC GVMC or Program Closure. In the event that CAMC GVMC’s hospital and/or the Residency Program is closed, reduced or discontinued, CAMC GVMC will follow the “Program Closure Policy” in the Program Sponsor’s House Staff Handbook and CAMC GVMC will:

6.4.1 Inform Resident, DIO and GMEC as soon as possible. If Resident is unable to complete Resident’s training in the Program, CAMC GVMC and the Program Sponsor will make a good faith effort to assist Resident in enrolling in an ACGME accredited program in the same specialty at the appropriate PGL level;

6.4.2 Exercise proper care, custody and disposition of Resident’s education records, and appropriately notify licensure and specialty boards; and

6.4.3 In the event the closure of the CAMC’ GVMC hospital or the Program constitutes a "plant closing" or "mass layoff," CAMC GVMC and the Program Sponsor shall comply with the Worker Adjustment and Retraining Notification Act, if required by law.

**7. Grievance and Due Process Procedures.** Resident is encouraged to seek resolution of grievances relating to Resident’s appointment or responsibilities, including any differences between Resident and CAMC GVMC, the Program Sponsor or the IAM with respect to the interpretation of, application of, or compliance with the provisions of this Agreement, in accordance with the grievance and due process policies set forth in the Program Sponsor’s House Staff Handbook “Grievance” policy and “Due Process” policy online at [www.camcmedicine.edu](http://www.camcmedicine.edu). The “Grievance” policy outlines the formal resolution process for addressing resident complaints and grievances related to the work and education environment. The Grievance policy does not apply to actions arising out of the Academic Improvement Policy or the Misconduct Policy outlined in the applicable House Staff Handbook. The Due Process policy applies to all residents who participate in the Program Sponsor’s and/or CAMC GVMC graduate medical education programs. Due Process, as described within, applies to all reportable actions that are taken as a result of academic deficiencies or misconduct.

**8. Termination by Resident.** Resident may terminate Resident’s appointment at any time after notice to and discussion with the Program Director, Department Chair, and/or CAMC GVMC’s Director of Medical Education, unless such discussion is waived by CAMC GVMC, on at least thirty (30) days' written notice to CAMC GVMC after such discussion or waiver.

**9. Termination by Employer**. Resident actions that are identified as gross misconduct, egregious, fraudulent or unlawful in nature may be subject to disciplinary action up to and including termination.

**10. Event of Termination.** Upon termination of appointment, Resident shall:

10.1 Receive Resident’s fee up to the effective date of such termination, minus any monies owed to CAMC;

10.2 Vacate housing provided by the IAM, the Program Sponsor or CAMC GVMC, if any; and

10.3 Return to the IAM, the Program Sponsor or CAMC GVMC all property owned by the IAM, Program Sponsor or CAMC GVMC before the close of business on the effective date of the termination of Resident's appointment and this Agreement.

**11. Extension of Credit.** If Resident's appointment is terminated, the Program Director shall recommend to CAMC GVMC and the Program Sponsor whether or not to extend credit to Resident for participation in the Program; the Program Director is not obliged to recommend that such credit be extended and neither the Program nor CAMC GVMC is obliged to extend any such credit.

**12. Reporting Obligations.** CAMC GVMC and the Program Sponsor will comply with the obligations imposed by state and federal laws 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.

**13. Medicare Access to Records.** Until the expiration of five (5) years after the furnishing of services hereunder, Resident shall make available, upon written request, to the Secretary of Health and Human Services or, upon written request, to the Comptroller General of the United States, or any of their duly-authorized representatives, this Agreement, including all amendments hereto, and all books, documents and records of Resident that are or may be necessary to certify the nature and extent of costs for services provided hereunder. If Resident carries out any of its duties under this Agreement through a permitted subcontract, with a value or cost of $10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of five (5) years after the furnishing of such services pursuant to such contract the related organization shall make available, upon written request, to the Secretary of Health and Human Services or, upon written request, to the Comptroller General of the United States, or any of their duly-authorized representatives, the subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of costs for services rendered pursuant to such subcontract. If and to the extent that this provision shall no longer be required by law or governmental regulation, this provision shall be of no force or effect.

**14. Taxes.** CAMC GVMC shall deduct appropriate items including FICA (Social Security) and applicable federal, state, and city withholding taxes from any fee and/or bonus paid Resident under this Agreement.

**15. Entire Agreement.** This Agreement, including any attachments and amendments hereto, 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.

**16. Notices.** Any notices related to this Agreement shall be deemed proper if given in writing and hand delivered, sent via express or overnight delivery carrier, such as Federal Express, UPS or mailed, certified mail return receipt requested, with all postage or other charges prepaid and addressed as follows:

If to CAMC GVMC: c/o Timothy Bess, VP

CAMC Greenbrier Valley Medical Center, Inc.

1320 Maplewood Ave.

Ronceverte, WV 24970

If to Program Sponsor: Charleston Area Medical Center, Inc.

c/o Sharon Hall, President

CAMC Institute for Academic Medicine

3110 MacCorkle Avenue, S.E.

Charleston, West Virginia 25304

If to Resident: <<street>>

<<street2>>

<<city>>, <<state>> <<zipcode>>

**17. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia. Any action brought pursuant to this Agreement shall be brought in the state or federal courts located in Charleston, Kanawha County, West Virginia and the parties hereby consent to the jurisdiction and venue of such courts for such purpose.

**18. Waiver.** 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.

**19. Severability.** 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.

**20. Medical Records; Confidential Information; and Other Property.** All medical records, histories, medical imaging data, and personal and regular files concerning patients consulted, interviewed, treated and cared for by Resident during Resident’s employment by CAMC GVMC, shall belong to and remain the property of CAMC GVMC. Resident shall comply with all applicable laws and regulations relating to confidentiality of medical records, including but not limited to the Health Insurance Portability and Accountability Act and regulations promulgated pursuant thereto. These records shall remain on CAMC GVMC-controlled premises at all times. All property furnished by the Program, by CAMC GVMC or by the IAM hereunder, and all tangible work product including but not limited to all records, reports, correspondence, articles, studies, grants and results of all research conducted by Resident hereunder, or under Resident’s supervision, shall be and remain the property of the Program, CAMC GVMC or the IAM. Upon expiration or termination of this Agreement, Resident shall completely divest and transfer to the Program, IAM or to CAMC GVMC all properties acquired during the term and all renewals hereof, including, but not limited to, the proceeds of any grants and the results of all research which might have been conducted pursuant to Resident's employment, regardless of whether or not the same has been completed.

**21. Confidentiality.** The terms and provisions of this Agreement are confidential, and neither party hereto shall disclose them or any of them to any third party, other than its agents, attorneys or financial advisors, without the advance written consent of the other party, except under circumstances where disclosure is required by law or this Agreement. Resident shall maintain all patient records in accordance with all applicable laws and regulations pertaining to the confidentiality thereof.

**22. Relationship to House Staff Handbook and Medical Staff Bylaws.** In case of conflict between any provision of this Agreement and the provisions of the Program Sponsor’s House Staff Handbook or CAMC GVMC's Medical Staff Bylaws or other Medical Staff Governing Documents, the provisions of this Agreement shall control. The provisions of CAMC GVMC's Medical Staff Bylaws relating to hearings and appeals shall not apply to Resident with respect to matters relating to Resident's employment hereunder.

**23. Non-competition.** Neither CAMC GVMC nor any CAMC GVMC Affiliate may require resident to sign a non-competitive guarantee as a condition of appointment to a CAMC GVMC sponsored residency program.

**24. Assignment.** Neither this Agreement nor any right or duty created hereunder may be assigned, delegated or subcontracted by Resident. CAMC GVMC may assign this Agreement, in whole or in part, to any affiliate of CAMC GVMC upon notice to Resident.

INTENDING TO BE LEGALLY BOUND HEREBY, CAMC GVMC has caused this Agreement to be signed by its duly authorized representative and Resident has signed his or her name, as of the date hereof.

REVIEWED BY: CAMC Greenbrier Valley Medical Center, Inc.

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Program Director Resident

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Its: Agent

Approved by GMEC: 10/2020

**ATTACHMENT A:**

**PROFESSIONAL PRACTICE CONTRACT: COMMITMENT TO PROFESSIONALISM, PERSONAL RESPONSIBILITY AND PATIENT SAFETY**

**CHARLESTON AREA MEDICAL CENTER**

**APPLICABLE TO: INTERNS, RESIDENTS AND FELLOWS IN THE CAMC GVMC WORK ENVIRONMENT**

**INTRODUCTION**

As an intern, resident or fellow at CAMC Greenbrier Valley Medical Center, Inc. (“CAMC GVMC”), I commit to the highest standard of professional practice in all clinical and educational experiences and interactions with other learners, medical staff, clinical and non-clinical staff, patients, families and the generalized community. I understand that my responsibilities for the highest standard of professional practice extend to all assignments of duty and may extend to behaviors outside of duty.

As an intern, resident, fellow in the environment, I understand that CAMC GVMC adheres to the requirements of the Compliance Program of Charleston Area Medical Center, Inc. (“CAMC”) applicable to all employees and medical staff which is founded on corporate values and principles of ethical conduct that are defined in the documents listed below. I understand that my responsibilities include, but are not limited to, compliance with these rules and standards.

*Statement of Corporate Values*

*CAMC Code of Ethical Conduct*

*CAMC Medical Staff Professionalism: Principles and Expectations*

*Resident Agreement (Contract)*

*House Staff Manual*

As a learner, I understand that I have additional roles and responsibilities to commit to standards of professionalism, personal responsibility and patient safety as may be defined by accreditation, regulatory or institutional requirements. I understand that these standards represent obligations necessary to meet requirements of my program and the institution and that failure to meet such obligations represents a violation of the **PROFESSIONAL PRACTICE CONTRACT** and may be subject to disciplinary action including potential adverse action/dismissal. As such, I understand and agree to commit to the following standards throughout my appointment (or assignment) as an intern, resident or fellow at CAMC GVMC.

**PROFESSIONALISM**

1. Through my actions and communications, I will promote a culture of professionalism that supports patient safety and personal responsibility in the environment.
2. Through my actions and communications, I will promote an environment of learning that recognizes that I am both a learner and teacher. I am obligated to assist others in their learning as part of my program requirements.
3. I accept responsibility for my role as a member of an inter-professional health care team. I will perform my duties working collaboratively and respect the roles of each member of my team.
4. I will not abuse privileges, including supervising privileges with junior level learners in the environment. I will treat learners of all levels and disciplines with respect and dignity with a focus on promoting positive teaching and learning relationships.
5. I will maintain a personal program of self study and professional growth with guidance from faculty. It is my role as a professional to monitor my performance and to make a commitment to life-long learning.
6. I will participate fully in the educational and scholarly activities of my program.
7. I will fully engage and participate in institutional, department and other committees/councils, especially those that relate to patient care and my education as assigned by my program.
8. When elected or appointed to committees/councils or other forums, I will maintain professional and ethical standards of service in representation of my colleagues, my institution and my program.
9. I will extend the same professional and ethical standards beyond my workplace into the greater community. While in the public eye, I recognize that I represent my profession, my institution, my program and my community and that my personal behavior may have an effect on the ability to continue in a residency program. As a physician in the community, my personal behaviors can also affect license.

**PERSONAL RESPONSIBILITY**

1. I will accept responsibility for my own learning and for pursuing requirements of my program. I will accept feedback from my teachers and take action to use feedback to improve my performance.
2. I will maintain personal honesty and integrity in all interactions.
3. I will be truthful in verbal and written communication including honest and accurate reporting of supervision, duty hours, patient outcomes, and clinical experience data.
4. I accept personal responsibility for management of my time before, during and after clinical assignments and for adhering to duty hours and moonlighting requirements as defined by accreditation standards, the program and/or the institution. I will be responsible for maintaining and adhering to an accurate schedule of duty so that my patients, supervisors and members of my care team are informed of my availability for duty.
5. As a clinical learner, I accept responsibility for patients entrusted to my care under supervision of my faculty/attending that are ultimately responsible for my care to patients. I will inform patients of my status as a learner and will identify my role and those who will be supervising my care. I will seek appropriate levels of supervision and will not perform clinical duties or assignments without a level of supervision appropriate to my level of training or appropriate to my level of competency.
6. I will immediately communicate to supervisors, faculty and others with authority when I do not feel fit for duty or when I believe that I am unable to safely perform my duty. If my supervisors, faculty or others in authority believe I am unable to safely perform my duty, I will respectfully follow their guidance and direction.
7. It is my duty to report observations or concerns regarding individuals in the environment who I believe to be ill, impaired or fatigued and unable/unfit to perform duties. I must report these observations immediately to my supervisors, faculty, program administrators or others in authority in the environment.
8. I will respect the right of others under my supervision to self report their inability to perform duty without imposing judgment, retaliation or adverse action.
9. I will immediately report observations or concerns of potential unsafe working conditions or practices to my supervisors, faculty or others with authority. I will immediately report observations or concerns of behavior that I observe in the environment that do not adhere to standards of behaviors as outlined in corporate values and codes of conduct.
10. If I am uncomfortable reporting practices and observations directly to supervisors, faculty or my program director, I will utilize other mechanisms available to me including confidential reporting “hot lines” and other mechanisms as defined in the *House Staff Manual.*

**PATIENT SAFETY**

1. It is my duty to respond to patient needs that supersede self-interest. I recognize that under certain circumstances, the best interests of the patient may be served by transitioning that patient’s care to another qualified and rested provider.
2. I will approach my clinical and educational assignments through provision of patient and family-centered care.
3. I will actively participate in interdisciplinary clinical quality and patient safety programs as assigned by my program. I will continuously monitor institutional communications regarding patient care. I will monitor my patient care practices to assure quality and safety .
4. I will appropriately recognize and pursue competencies of progressive and conditional independence. I will adhere to the limits of my scope of authority and supervision standards appropriate to my PG-Level of learning and as defined by my program/institution. In my learning process, I will recognize my personal limitations and ask for assistance from supervisors, faculty, attending or other individuals that may be able to assist me.
5. When in a supervisory/educator role of other learners, I will provide supervision as defined by my level/skills and based on the needs of patients and the level /skills of the learner. I will adhere to communication standards as set by the program/institution.
6. As I engage in my clinical and learning assignments, I will self assess my level of alertness and fatigue and adopt fatigue mitigation processes to manage potential negative impact. I will assess my fitness for duty and take steps to limit or eliminate risk by reporting my concerns immediately to my supervisor, faculty or others in authority.
7. I understand that I am able to refuse to perform an assignment that I believe I cannot safely perform without fear of retaliation or consequences. I understand that I should report any retaliatory or perceived threats so that my program director or others individuals with authority may intervene.
8. I will practice safe transitions of care according to standard protocols as defined by my program, accreditation requirements or the institution.

I have read and understood the Professional Practice Contract:

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Resident Signature