

RESIDENT AGREEMENT

This Agreement, by and between **CHARLESTON AREA MEDICAL CENTER, INC.** ("CAMC") and **<<firstname>> <<lastname>>, <<credentials>>** ("Resident"), sets forth the terms and conditions of the appointment of Resident to the post-graduate medical education ("GME") resident training program ("Program") sponsored by CAMC as a member of **<<department>>** (the "Department").

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

1. Terms of Appointment

1.1 Commencement Date. Commencing on **<<startdate>>** (the "Commencement Date") Resident shall be appointed by CAMC as a trainee at the **<<status>>** post-graduate / program training level designation in the Program.

1.2 Term. The term of this Agreement shall commence on the Commencement Date and continue for a maximum period of twelve (12) months, expiring on **<<enddate>>**, unless earlier terminated by CAMC on any of the grounds specified herein.

1.3 Obligation to Provide Accurate Information. Resident acknowledges and agrees that Resident is at all times responsible for the completeness, timeliness, and accuracy of the information Resident provides to CAMC. The submission by Resident of information that is false, misleading, incomplete, or plagiarized from another source is a violation of this Agreement. The omission by Resident of information that is pertinent to CAMC decision-making regarding Resident rank, the ability of Resident to satisfy Program requirements or standards, or the identification of circumstances that may adversely affect Resident licensure, visa status, or participation in the Program is a violation of this Agreement. Any violation of this Section 1.3 constitutes grounds for disciplinary action, up to and including termination.

1.4 Conditions Precedent. As a condition precedent to appointment, prior to the Commencement Date, Resident must: (1) timely and fully submit to CAMC the (a) credentialing documentation set forth on **Appendix A** attached hereto and incorporated herein by reference and (b) evidence of health assessment and immunizations described in Section 2.11 (Health Information and Testing Requirements) herein, and (2) meet the requirements described in (a) Section 2.12 (Technical Standards) and (b) Section 2.13 (Background Screen) herein. Resident acknowledges and agrees that this Agreement shall automatically terminate, and the appointment of Resident hereunder shall not become effective, if Resident fails to fulfill these obligations.

2. Resident Responsibilities. In providing services to CAMC and participating in Program training, activities, and requirements, Resident agrees to do the following:

2.1 Perform Duties. Work and train as scheduled by CAMC and to the best ability of Resident, perform diligently and conscientiously those duties assigned by CAMC.

2.2 Policies. Obey and adhere to all CAMC, GME, Program, Department, and Medical Staff policies, procedures, rules and regulations (collectively, "CAMC Policies"), which are accessible via the CAMC document management system ("DMS") and on-line at

www.camcmedicine.edu. Likewise, Resident shall obey and adhere to the corresponding policies, procedures, rules and regulations of all facilities to which Resident rotates during the Program (collectively, "**Rotation Policies**"). In the event of any conflict between CAMC Policies and Rotation Policies, CAMC Policies shall control the employment of Resident and their appointment to the Program.

2.3 Laws. Obey and adhere to all applicable state, federal, and local laws, rules, and regulations, as well as the standards required to maintain accreditation by Det Norske Veritas ("DNV"), the Program's accrediting body, and any other relevant accreditation, certifying, licensing, or privileging organizations.

2.4 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 as necessary for the completion of applicable graduation requirements, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students as directed by CAMC, participate in assigned CAMC committee activities, and participate as CAMC deems appropriate in institutional programs and Medical Staff activities.

2.5 Education. Fulfill the educational requirements of the Program.

2.6 Courteous Attitude. Use 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 hospitals and other facilities and rotation sites to which Resident is assigned.

2.7 Clinical Services. Provide Clinical services (a) in a safe, effective, and compassionate manner commensurate with the level of advancement and responsibilities applicable to Resident; (b) under appropriate supervision; (c) at sites specifically approved by the Program; and (d) under circumstances and at locations covered by the professional liability insurance maintained for Resident in accordance with Paragraph 5.4 below.

2.8 Professional Development. Develop and follow a personal program of self-study and professional growth under the guidance of Program faculty and administration.

2.9 Issues Affecting Practice. Acquire an understanding of ethical, socioeconomic, medical, and legal issues that affect the practice of medicine and delivery of quality patient care.

2.10 Accreditation. Fully cooperate with CAMC and the Program in coordinating and completing applicable accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, time cards, statistical operative and procedure logs, Program evaluations, and any other documentation required by CAMC, the Program, and applicable accrediting agencies.

2.11 Health Information and Testing Requirements. Upon initial appointment to the Program and throughout the term of this Agreement, provide all health information and submit to all testing required by CAMC for resident to perform assigned duties and participate in approved on-site and off-site activities. Resident acknowledges and agrees that such information may be required upon notification of initial appointment at CAMC, prior to the date of employment/assignment, and for continued appointment at CAMC. Resident shall not assume on-

site duties at CAMC or any rotation site without meeting all requirements under CAMC Employee Health and Safety policies and Rotation Policies.

2.11.1 Resident must meet all employee health requirements prior to assuming or continuing resident duties at CAMC. Such requirements include but are not limited to:

- a) completion and execution of the CAMC Health Assessment Form when requested by CAMC;
- b) submission of supplemental information or additional testing documentation as the CAMC Employee Health Department (“**Employee Health**”) may deem necessary;
- c) completion of an on-site employee health evaluation that may include an examination, review and/or administration of all CAMC-required immunizations, or additional health testing as prescribed by Employee Health;
- d) submission to drug and alcohol testing when requested by CAMC for the purpose of determining illegal or impermissible substance use;
- e) compliance with all CAMC and applicable state standards for required immunizations in the same manner as all other CAMC personnel. To the extent Resident seeks exemption to a required immunization, Resident must consult Employee Health for instruction; and
- f) cooperation in the completion of any other requirements (such as periodic testing) as Employee Health may deem necessary to ensure Resident is capable of performing all Program duties and to facilitate the operation of the Program upon initial appointment of the Resident to the Program and at any time during the residency.

2.11.2 In connection with the foregoing standards and requirements, Resident acknowledges and agrees that:

- a) the results of all health examinations of Resident shall be provided to Employee Health, and all health information, including on-site examinations, immunizations, and testing results, shall become part of the Employee Health record for Resident;
- b) failure of Resident to comply with all Employee Health requirements may result in termination of appointment to the Program; and
- c) the same requirements concerning Resident's health status that apply at the time of Resident's initial appointment shall apply thereafter and shall constitute a continuing condition of the Resident Agreement and the appointment of Resident to the CAMC Medical Staff, unless CAMC modifies such requirements.

2.13 Technical Standards. Adhere to the technical standards outlined in the CAMC GME “Resident/Fellow Technical Standards” policy available online at www.camcmedicine.edu. If

Resident cannot comply with that policy or perform the essential functions of the job due to a protected disability, Resident must notify the Program Director and Designated Institutional Official of any request for reasonable accommodations in accordance with the CAMC GME "Disability Accommodations" policy and participate in an interactive review process facilitated by CAMC Human Resources to determine the specific limitations of the disability and to assess potential reasonable accommodations.

2.14 Background Screen. Fully and cooperatively participate in a background screen process as required by CAMC and permitted under applicable law to assess eligibility to serve as a health care provider or trainee in a health care setting. All background investigations are the property of CAMC and maintained in a confidential manner.

2.15 Discrimination and Harassment. Observe and comply with all CAMC Policies prohibiting discrimination, harassment, and bullying, including but not limited to sexual and other forms of harassment, which policies are available via the CAMC DMS and online at www.camcmedicine.edu.

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

2.17 Property. At the expiration or termination of this Agreement or as otherwise requested by CAMC, (a) return all CAMC property, including but not limited to books, equipment, papers and uniforms, to CAMC, (b) complete all necessary records, and (c) settle all professional and financial obligations.

2.18 Quality Assurance, Performance Improvement, and Credentialing. Fully cooperate with all CAMC, GME, Program, and Department quality assurance, performance improvement, and credentialing activities, including the completion of all assigned surveys, reviews, and evaluations.

2.19 Reporting.

2.19.1 Report immediately (a) to the CAMC Office of the General Counsel, any inquiry by any private or governmental attorney or investigator or (b) to the President of the CAMC Institute for Academic Medicine, 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 to refer any such persons or agencies to the CAMC officials identified in this Section 2.19.1.

2.19.2 Promptly report the following to the Program Director:

(a) Revocation, expiration, suspension, or restriction of Resident's licensure.

(b) Revocation, expiration, suspension, or restriction of Resident's Drug Enforcement Administration ("DEA") or state-controlled substance authorization.

(c) Debarment, proposed debarment, termination, exclusion, or preclusion by government action from participation in 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 or the Office of the Inspector General which renders Resident 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 medicine, (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 Resident status or in the information Resident provided on their application form for participation in the Program, including but not limited to:

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

(ii) the threat or filing of a professional liability lawsuit against the Resident;

(iii) knowledge of a criminal investigation involving Resident, including without limitation any 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 other federal or state health care programs or any sanctions imposed;

(v) knowledge of any investigation of Resident's practice by a licensing board or other authority; and

(vi) any changes in Resident's ability to safely and competently provide clinical services or perform the duties and responsibilities of this Agreement.

Resident acknowledges and agrees that Resident must immediately self-report the above information to CAMC with or without request, at the time the change occurs.

2.20 Discharge of Patients. Fully cooperate with CAMC, including but not limited to the Departments of Nursing, Medical Affairs, Financial Services and Social Services, the Department, and Medical Staff, in connection with the evaluation of appropriate discharge and post-hospital care for CAMC patients.

2.21 Effect of Non-Compliance. Failure to comply with any of the requirements of this Section 2 governing "Resident Responsibilities" shall constitute grounds for disciplinary action, up to and including termination of appointment at the sole discretion of CAMC.

3. Institutional Responsibilities. During the term of this Agreement, CAMC has the following obligations:

3.1 Fee and Benefits. Provide Resident the compensation and benefits set forth in Section 5 below.

3.2 Education Training Program. Use reasonable efforts, within its available resources, to provide an educational training program that meets applicable accreditation standards.

3.3 Orientation. Orient Resident to the facilities, philosophies, rules, regulations, and policies of CAMC and the institutional and program requirements of the applicable accreditors.

3.4 Supervision. Provide, or arrange for the provision of, appropriate and adequate faculty and staff supervision for Resident's educational and clinical activities.

3.5 Services. Provide, or arrange for the provision of, the following resources: patient and information support services; security; parking; and food and sleeping quarters to residents on call duty at CAMC facilities. Food and sleeping quarters are only provided when Resident is on call duty and is not provided at other times.

3.6 Patient Services. Provide patient support services, such as intravenous, phlebotomy, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with the educational objectives of the Program and patient care responsibilities of Resident.

3.7 Information Retrieval. Provide a laboratory and radiologic information retrieval system for use in the Program and provision of patient care.

3.8 Medical Records. Provide a medical records system that documents the course of patient illness and care to support the education of Resident, quality-assurance activities, and scholarly activity.

3.9 Evaluation. 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 for the Program shall present to and discuss with Resident a written summary of their evaluations according to accreditation requirements associated with the applicable accrediting body or CAMC Policies.

3.10 Medical and Mental Health Services; Impairment (including that due to Substance Abuse). Facilitate access to confidential medical and mental health (counseling) services to support the health and wellbeing of Resident, including through the CAMC GME "Counseling, Medical and Mental Health Services" policy, and address Resident impairment, including due to substance abuse, under the CAMC GME "Impairment" policy. CAMC GME policies and procedures are available online at www.camcmedicine.edu.

3.11 Review of Resident Concerns and Due Process. Provide a method for review of Resident concerns, without reprisal, as set forth in CAMC GME and institutional policies and procedures, and for due process review in the event reportable action is taken during the period of appointment and request for review is made by Resident in accordance with the CAMC GME "Academic Improvement" policy or "Misconduct" policy, as applicable. CAMC GME policies and procedures are available online at www.camcmedicine.edu and other applicable CAMC Policies are accessible via the CAMC DMS.

3.12 Board Eligibility. Provide information related to eligibility for specialty board examinations at the program level. The CAMC GME "Board Eligibility" policy is available online at www.camcmedicine.edu.

3.13 Certificate of Completion. Upon satisfactory completion of the Program and

satisfaction of all Program requirements and Resident responsibilities contained herein, furnish to Resident a Certificate of Completion of the Program.

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

4.1 **CEEH Policy.** Resident shall perform all duties under this Agreement during such hours as the Program Director may establish from time to time. Resident will comply with the CAMC GME "Clinical Experience and Education Hours (CEEH)" policy available online at www.camcmedicine.edu and any other Program policies and procedures governing Resident duty hours that support the physical and emotional well-being of Resident, promote an environment supportive of and conducive to graduate medical education and training, 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 applicable state, federal, and accreditor requirements.

4.2 **Call Schedules.** Call schedules, schedule of assignments, and any changes to the foregoing will be made available to and reviewed by Resident.

4.3 **Moonlighting.** Resident acknowledges that CAMC does not require or encourage residents to engage in any "moonlighting" activities (as defined in the CAMC GME "Moonlighting" policy), and that "moonlighting" is expressly prohibited by CAMC unless Resident meets the conditions set forth in the CAMC GME "Moonlighting" policy available online at www.camcmedicine.edu. Resident will comply with institutional and Program policies and procedures governing moonlighting and assure that any approved moonlighting activities are not inconsistent with sufficient time for Resident rest and restoration to promote a quality educational experience and safe patient care while Resident is participating in the Program.

5. Financial Support and Benefits. In consideration of the appointment of Resident hereunder and services provided thereby, CAMC shall provide Resident with the following financial support and benefits:

5.1 **Fee.** CAMC shall pay Resident a fee of <<compensation>> per annum, payable in bi-weekly installments. Except as authorized by CAMC in writing pursuant to Section 4.3 (Moonlighting) hereof and the CAMC GME "Moonlighting" policy, Resident shall not accept from any other source a fee of any kind for services to patients or for other work performed as a medical provider or medical resident outside the scope of this Agreement without the prior written authorization of CAMC. Resident may not independently seek external funding support for research and sponsored programs from granting/contracting organizations and must follow CAMC Policies regarding application for research and sponsored programs.

5.2. Vacation/Paid Time Off and Leaves of Absence.

5.2.1 **Paid Time Off.** CAMC Policies regarding paid time off and leaves of absence comply with applicable laws and regulations, including but not limited to the Family and Medical Leave Act, and accreditor standards, including but not limited to Paid Medical, Parental, and Caregiver Leave, and are available via the CAMC GME "Resident/Fellow Leave Policy" located 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 or 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 accreditor or certifying Board. Program shall provide Resident timely notice of the effect of leave(s) on the ability of Residents to satisfy requirements for Program completion.

5.3 Professional Liability Insurance. CAMC shall provide or arrange for the provision of professional liability insurance, the limits of which shall not be less than the minimum required of members of the CAMC Medical Staff, 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 that occurred during the period of this Agreement, regardless of when the incident, claim, action, cause of action, or event is reported. Upon request, CAMC shall provide detailed information to Resident regarding CAMC's professional liability coverage. CAMC 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 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:

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 facilities, Resident agrees to immediately report and deliver such documents to CAMC'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 CAMC, CAMC administration, and the CAMC Office of the General Counsel and all attorneys retained by that Office, and all CAMC investigators, committees, and departments (including but not limited to Risk Management, Quality Assurance, Care Management, Human Resources, Corporate Compliance, Nursing, and Safety), 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, Resident agrees to be available to participate in the defense of any professional liability claim in which Resident 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 to other residents, which benefits shall include but are not limited to health

insurance and disability insurance. A written summary of such benefits shall be presented to Resident annually and may be obtained from CAMC Human Resources or the GME Office.

5.5 **Discontinuation of Benefit.** CAMC 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. **Resident Concerns and Grievances.** Resident shall seek resolution of grievances or other concerns relating to the appointment or responsibilities of Resident, including conflicts between Resident, CAMC, and others, in accordance with CAMC Policies, including without limitation the resolution of "grievances" under the CAMC GME "Grievance" policy and the reporting and adjudication of any complaints of unprofessional conduct, discrimination or harassment, or unlawful conduct as provided in applicable CAMC GME and employee policies, each of which are available online at www.camcmedicine.edu (CAMC GME policies), via the CAMC DMS, or by contacting the CAMC GME Office or CAMC Human Resources.

7. **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 and is expressly contingent upon various factors, including but not limited to: satisfactory completion of all training components, the availability of a position, satisfactory performance evaluations, full compliance with the terms of this Agreement, continuation of institutional and programmatic accreditation, financial condition of CAMC, and furtherance of CAMC educational training and service objectives. In addition, Resident must comply with institutional requirements for advancement and promotion as outlined in CAMC GME policies and procedures available online at www.camcmedicine.edu and other requirements of the Program, which include without limitation the "Resident/Fellow Recruitment, Selection, Eligibility and Appointment" policy, "Evaluation of Performance for Promotion and/or Renewal of Appointment" policy, and the "Academic Improvement" policy accessible via www.camcmedicine.edu.

7.1 **Not an Option to Renew.** Neither this Agreement nor the appointment of Resident hereunder constitute an option to renew or extend Resident's appointment by CAMC or a commitment that Resident will be appointed to the CAMC Medical Staff for any period beyond the expiration or termination date of this Agreement.

7.2 **Notice of Non-Renewal or Non-Promotion.** In the event that CAMC elects not to promote or renew the appointment of Resident to the Program, CAMC shall use its best efforts to provide Resident with reasonable advance notice as set forth in the CAMC GME "Evaluation of Performance for Promotion and/or Renewal of Appointment" policy available online at www.camcmedicine.edu. Notwithstanding the foregoing, in no event shall any delay or failure to provide such notice constitute a breach of this Agreement.

7.3 **Non-Promotion or Non-Renewal Based on Resident Factors.** When non-promotion or non-renewal is based on unsatisfactory performance or unprofessional behavior, unlawful conduct (individually, a "**Performance Deficiency**"), or other misconduct in violation of CAMC Policies and this Agreement, Resident may opt to invoke the CAMC GME procedure for due process review prior to such determination being deemed "final" as set forth in the CAMC GME "Academic Improvement" policy and "Misconduct" policy available online at www.camcmedicine.edu. Failure to timely and appropriately request due process review shall result

in the non-promotion or non-renewal determination being deemed "final" as of the date of its issuance.

7.3.1 **Definition of Remediation.** Remediation is a preliminary course of action that may be implemented by CAMC, in its discretion when and if CAMC deems appropriate, to correct deficiencies in Resident conduct, performance, or actions that could lead to non-renewal, non-promotion, or disciplinary action if uncorrected. CAMC reserves the right to institute remediation at any time, including in advance of and/or in response to non-reportable or reportable actions.

7.3.2 **Performance Deficiency.** In the event Resident, at any time, is determined by the Program Director to have a Performance Deficiency, the Program Director shall notify Resident in writing of the nature of the Performance Deficiency and if a remediation plan is indicated by CAMC, assist Resident in developing such remediation plan designed to correct the Performance Deficiency.

7.3.3 **Failure to Comply.** Failure of Resident to comply with a remediation plan when instituted by CAMC and/or continuation of the Performance Deficiency constitute grounds for non-renewal, non-promotion, and/or disciplinary and corrective action. A determination by CAMC not to renew or promote or to commence disciplinary or corrective action under such circumstances is not grievable under the CAMC GME "Grievance" policy. Notwithstanding the foregoing, Resident may be eligible to request a due process review for reportable actions under the CAMC GME "Academic Improvement" policy and "Misconduct" policy as described in Section 3.11 hereinabove.

7.4 **CAMC or Program Closure.** In the event of a closure of CAMC hospitals, institutional closure of the CAMC GME division, withdrawal of institutional accreditation, or reduction or discontinuation of the Program, CAMC will follow the "CAMC or Program Closure/Program Reduction Policy" available online at www.camcmedicine.edu. In accordance with this policy, in the event of any such occurrence, CAMC will notify Resident, make a good faith effort to assist Resident in enrolling in an alternative accredited program in the same specialty at the appropriate PGL level, notify licensure and specialty boards, and perform such other activities as may be required by applicable law, CAMC Policies, and accreditors.

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's Director of Medical Education, unless such discussion is waived by CAMC, on at least thirty (30) days' written notice to CAMC after such discussion or waiver.

9. Termination by Employer. CAMC reserves the right to terminate this Agreement and the appointment of Resident hereunder on written notice should any of the following events occur: (a) Resident does not satisfactorily complete any components of training, (b) extenuating factors such as the unavailability of a residency position or discontinuation of accreditation that CAMC determines necessitate termination, (c) Resident fails to fully comply with the terms and conditions of this Agreement, or (d) Resident engages in misconduct, unlawful behavior, or other actions that result in Resident failing to remain in good standing in the Program.

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 CAMC, if any;

10.3 Return all CAMC-owned property to CAMC before the close of business on the effective date of the termination hereunder; and

10.4 Continue to fully and faithfully comply with all provisions of this Agreement that survive the termination hereof, including without limitation compliance with all laws, rules, and regulations and provisions of this Agreement governing the confidentiality of confidential, proprietary, and patient information.

11. Extension of Credit. If Resident's appointment is terminated for any reason, the Program Director shall recommend to CAMC whether or not to extend credit to Resident for participation in the Program. Resident acknowledges and agrees that the Program Director is not obliged to recommend that such credit be extended, and that CAMC is not obliged to extend any such credit.

12. Reporting Obligations. CAMC will comply with the obligations imposed by applicable laws and regulations to report instances in which Resident is not reappointed or is terminated as a result of impairment, incompetence, malpractice, misconduct, or disregard for 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 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 shall deduct appropriate items, including FICA (Social Security) and applicable federal, state, and city withholding taxes, from any fee and/or bonus paid to 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 (a) hand delivered, (b) sent by overnight delivery via a nationally recognized courier such as

Federal Express or UPS, or (c) mailed via U.S. certified mail, return receipt requested, with all postage or other charges prepaid and addressed as follows:

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. Resident acknowledges and agrees that all medical records, histories, medical imaging data, and personal and regular files concerning patients consulted, interviewed, treated, and cared for by Resident while employed or otherwise engaged by CAMC, belong to and remain the property of CAMC and are not permitted to be used or disclosed by Resident except as expressly authorized by CAMC during the term of this Agreement. 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-controlled premises at all times. All property furnished by CAMC or its affiliates hereunder, and all tangible work product, including but not limited to all records, reports, correspondence, articles, studies, grants, data, results of all research conducted by Resident hereunder or under the supervision of Resident (and any associated intellectual property rights) (collectively, "**CAMC Property**"), shall be and remain the property of CAMC. Upon expiration or termination of this Agreement or as otherwise requested by CAMC at any time, Resident shall completely divest and return to CAMC any and all CAMC Property that Resident acquired during the term and all renewals hereof, regardless of whether Resident has completed the underlying activities, projects, or research associated with such CAMC Property.

21. Confidentiality of Agreement. 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.

22. Relationship to GME Policies and Procedures and Medical Staff Bylaws. In case of conflict between any provision of this Agreement and the provisions of CAMC Policies, CAMC Medical Staff Bylaws, or other CAMC Medical Staff governing documents, the provisions of this Agreement shall control. The provisions of CAMC Medical Staff Bylaws concerning hearings and appeals shall not apply to Resident with respect to matters relating to the employment of Resident hereunder or appointment of Resident to the Program.

23. Non-competition. Neither CAMC nor any affiliated CAMC entity may require Resident to sign a non-competition guarantee as a condition of appointment to a CAMC-sponsored residency program.

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

[Remainder of Page Blank and Signature Page Follows]

INTENDING TO BE LEGALLY BOUND HEREBY, CAMC has caused this Agreement to be signed by its duly authorized representative, and Resident has signed their name hereto, as of the date provided below.

CHARLESTON AREA MEDICAL CENTER, INC.

Name:

Title:

Date:

Program Director

Name:

Date:

Designated Institutional Official

Name:

Date:

RESIDENT

Name:

Date:

APPENDIX B:

PROFESSIONAL PRACTICE COMMITMENT TO PROFESSIONALISM, PERSONAL RESPONSIBILITY, AND PATIENT SAFETY

INTRODUCTION

As an intern, resident or fellow at Charleston Area Medical Center, Inc. (“CAMC”), 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 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, or fellow in the environment, I understand that CAMC has a Compliance Program applicable to all employees and CAMC Medical Staff that is founded on corporate values and principles of ethical conduct that are set forth in the statements, codes, agreement, and policies identified below. I understand that my responsibilities include, but are not limited to, compliance with these standards and requirements.

CAMC Statement of Mission, Vision, and Core Values

CAMC Code of Ethical Conduct

CAMC Medical Staff Professionalism: Principles and Expectations

Resident Agreement

CAMC, GME, Department, and Program Policies and Procedures

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 the requirements of my residency program and the institution and that failure to meet such obligations represents a violation of this **PROFESSIONAL PRACTICE COMMITMENT**, which is incorporated into and made part of my **RESIDENT AGREEMENT**, and may subject me to disciplinary action, up to and including the termination of my employment and dismissal from the residency program. In furtherance of my training, education, and provision of services, I understand and agree to abide by the following standards throughout my appointment as an intern, resident, or fellow at CAMC:

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 health care 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, program, 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 the representation of my colleagues, institution, and program.
9. I will extend the same professional and ethical standards beyond my workplace into the greater community. While in public, I recognize that I represent my profession, institution, program, and community; that my personal behavior affects my ability to continue in the residency program; and that as a physician in the community, my personal behaviors also affects my license to practice medicine.

PERSONAL RESPONSIBILITY

1. I will accept responsibility for my own learning and for pursuing the requirements of my program. I will accept feedback from my teachers and use this feedback to improve my performance.
2. I will maintain personal honesty and integrity in all interactions.
3. I will be truthful in all verbal and written communications, 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 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/attendings that are ultimately responsible for my patient care. 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 with my supervisors, faculty, and other CAMC officials 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 other CAMC officials in authority believe I am unable to safely perform my duty, I will respectfully follow their guidance and direction.
7. I understand that it is my duty to report observations or concerns regarding individuals in the environment who I believe to be ill, impaired, fatigued, or otherwise unable or unfit to perform their duties. I will immediately report these observations to my supervisors, faculty, program administrators, or other CAMC officials in authority in the environment.
8. I will respect the right of others under my supervision to self-report their own inability to perform their duties without imposing judgment, retaliation, or adverse action.
9. I will immediately report observations or concerns of potentially unsafe working conditions or practices, as well as concerning behavior that does not adhere to CAMC standards as outlined in institutional, graduate medical education (“**GME**”), department, and program policies, statement of values, and codes of conduct, to my supervisors, faculty, or other CAMC officials with authority.
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 CAMC Human Resources, the Vandalia Health Speak Up Line, and other mechanisms set forth in CAMC employee and GME policies and procedures.

PATIENT SAFETY

1. I acknowledge that it is my duty to respond to patients’ needs in a manner consistent with their best interests, which may at times supersede my self-interests. To that end, I recognize that under certain circumstances, the best interests of the patient may be served by transitioning care for that patient to another qualified and capable provider.
2. I will approach my clinical and educational assignments through the provision of patient and family-centered care.
3. I will actively participate in interdisciplinary clinical quality and patient safety initiatives 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 PGY-Level of learning and as defined by CAMC and my program. In my learning process, I will recognize my personal limitations and ask for assistance from supervisors, faculty, attendings, or other CAMC officials and personnel who may be able to assist me.

5. When in a supervisor/educator role in relation to 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 CAMC and the program.
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 other CAMC officials in authority.
7. I understand that I am able to grieve or report a complaint without fear of retaliation. I understand that I should report any retaliatory or perceived behavior to my program director, CAMC Human Resources, or other designated CAMC officials so that CAMC officials 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.

By signing below, I attest that I fully understand and agree to abide by my obligations set forth in the above Professional Practice Commitment:

RESIDENT

Name:

Date: