

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

This University of North Carolina Hospitals (“UNC Hospitals”) Graduate Medical Education (“GME”) Appointment Agreement (the “Agreement”) sets forth the terms and conditions of the undersigned resident’s (the “Resident”) appointment to a training program that is approved by the Accreditation Council for Graduate Medical Education (“ACGME”) or Commission on Dental Accreditation (“CODA”) and is sponsored or co-sponsored by UNC Hospitals.

RESIDENT: **NAME**

SPECIALTY/SUBSPECIALTY: **PROGRAM NAME** (the “Program”)

PROGRAM TRAINING LEVEL: **PGY**\_\_\_

DURATION OF APPOINTMENT AGREEMENT: **July 1, 2018** (the “Appointment Date”) to **June 30, 2019**

ANNUAL STIPEND: **See Appendix 1- Post Graduate Year Salary**

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

**1.0 TERMS OF APPOINTMENT**

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

1.2. **Credentialing Conditions Precedent.** As a condition precedent to appointment, the Resident must provide appropriate credentialing documentation (as listed below) to UNC Hospitals prior to the Appointment Date. This Agreement may be declared a nullity by UNC Hospitals and shall not become effective if the Resident fails to provide UNC Hospitals with all of the following credentialing documentation required for certification of eligibility prior to the Appointment Date:

1.2.1. A completed UNC Hospitals’ graduate medical education application.

1.2.2. Official medical or dental school transcript(s), impressed with original medical or dental school seal(s).

1.2.3. Letters of Reference as follows:

1.2.3.1 For applicants to the PGY1 level, three letters of reference are required as follows:

1.2.3.1.1 One (1) Medical Student Performance Evaluation (MSPE) from the medical school where the Resident graduated, or if an MSPE is not available, a Dean’s (or Dean’s designee) letter of reference from the medical or dental school from which the Resident graduated, and;

1.2.3.1.2 Two (2) letters of reference from members of the medical or dental staff of the hospital affiliated with the medical or dental school from which the Resident graduated, or from physicians (for medical residents) or dentists (for dental residents) with current knowledge of the Resident’s experience, ability, educational accomplishments and character (which may

include, but is not required to include, the Chairman of the chosen specialty or his/her designee).

1.2.3.2 For applicants above the PGY1 level, three letters of reference are required as follows:

1.2.3.2.1 One (1) letter of reference from the Program Director of the residency program in which the Resident has most recently served; and

1.2.3.2.2 Two (2) letters of reference from members of the medical or dental staff of the hospital affiliated with the residency program from which the Resident has most recently served, or from physicians (for medical residents) or dentists (for dental residents) with current knowledge of the Resident's experience, ability, educational accomplishments and character (which may include, but is not required to include, the Chairman of the chosen specialty or his/her designee).

1.2.4. Proof of eligibility to work in the United States as required by the U.S. Citizenship and Immigration Services Form I-9 (e.g., U.S. passport, permanent resident card, U.S. driver's license plus birth certificate, or other acceptable documents as required by the Form I-9). Failure to submit appropriate documents to support the I-9 form by the end of the first three days of employment shall result in the Resident's removal from payroll and may result in this Agreement being declared a nullity by UNC Hospitals.

1.2.5. If the Resident is an international medical school graduate, an original, current, and valid ECFMG Certificate.

1.2.6. An active registered license to practice medicine or dentistry, as appropriate, in the State of North Carolina.

1.2.7. Any document provided to UNC Hospitals pursuant to this Agreement that is not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to UNC Hospitals.

1.2.8. Such other and further information that UNC Hospitals may request in connection with the Resident's credentials.

1.2.9. Failure to submit the required credentialing documentation prior to the Appointment Date may result in a delay in the Resident's start date and pay and potentially the nullification of this Agreement. A Resident will not be appointed and may not work in any capacity until all required documents have been submitted to the Office of Graduate Medical Education and the appointment process has been satisfactorily completed, as determined solely by the Office of Graduate Medical Education.

1.3. **Other Conditions of Appointment.** The Resident acknowledges and agrees that appointment is expressly conditioned upon, and may be revoked by UNC Hospitals at any time, if the following conditions are not met and sustained:

1.3.1. completion and submission of the proper credentialing documentation listed in subsection 1.2 above;

1.3.2. complying with all UNC Hospitals' GME requirements relating to pre-appointment or renewal prior to the Appointment Date of this Agreement, including, but not limited to (as applicable): pre-appointment background check; pre-appointment drug screen; and receiving all required immunizations prior to appointment in full compliance with UNC Hospitals' Infectious Disease Screening and Immunization policy and all applicable federal, state, and local laws and regulations concerning infection control and epidemiology;

1.3.3. he/she must be in sufficient physical and mental condition to perform the essential functions of appointment with or without reasonable accommodations, as further described in UNC Hospitals' GME Policy on Accommodation of Residents with Disabilities; and

1.3.4. maintaining satisfactory performance and professional conduct during the entire appointment period (see also sections 6.0 and 7.0 below).

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

The Resident shall also permit and authorize UNC Hospitals to disclose Resident's personal immunization status and/or immunization records to any clinical entity which provides an educational experience for UNC Hospitals sponsored residency programs, if said disclosure is required for full compliance with that entity's Human Resources or Infectious Disease Control policies.

1.5. **No Employment Guarantee; Medical Staff Bylaws.** Notwithstanding any other provision of this Agreement, the Resident acknowledges and agrees that the residency Program is primarily an educational program, and this Agreement does not create and shall not be interpreted to create an employment relationship between UNC Hospitals and the Resident beyond the duration of this Agreement. Furthermore, this Agreement does not confer upon the Resident any rights or obligations under the Hospitals' Medical Staff Bylaws, and the Resident's participation in the Hospital's training program(s) does not guarantee or imply the Resident, at any time, any right to a medical staff appointment at the Hospitals, any employment by or at the Hospitals, or any employment by any of the physician practices affiliated with the Hospitals.

## **2.0 UNC HOSPITALS' RESPONSIBILITIES**

UNC Hospitals declares that the primary purpose of its residency programs is educational and agrees to adequately support the educational experiences and opportunities required by the programs. Accordingly, UNC Hospitals agrees, among other things:

2.1. to use its best efforts, within available resources, to provide an educational training program that meets the ACGME's or CODA's accreditation standards;

2.2. to provide payment of a stipend in regular installments, subject to Hospital payroll policies, including deduction of appropriate items including FICA (Social Security) and applicable withholding taxes; paid time off and other leave; professional liability insurance (for medical residents); health insurance; and any other benefits as specified on UNC Hospitals GME Website and related applicable policies, practices, rules, bylaws, and the regulations of UNC Hospitals, the UNC Health Care System (the governing body of UNC Hospitals), the UNC School of Medicine or UNC School of Dentistry Department(s) to which the Resident is assigned, and the Medical or Dental Staff bylaws, as appropriate. Current applicable Resident policies, which may be amended from time to time, can be found online on the UNC GME website, and are incorporated herein by reference. The terms of each applicable UNC Hospitals' policy, practice, rule, bylaw, and regulation, including but not limited to those expressly referenced in this Agreement, are herein incorporated by reference;

2.3. to use its best efforts, within available resources, to provide the Resident with adequate and appropriate supervision, support staff and facilities in accordance with federal, state, local and ACGME or CODA requirements;

2.4. to comply with the obligations imposed by all applicable state and federal law and regulations to report instances in which the Resident is not reappointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or risk of patient safety or welfare. UNC Hospitals shall also comply with any reporting obligations imposed by the North Carolina Medical Board and the North Carolina State Board of Dental Examiners with respect to the Resident's license to practice medicine or dentistry as part of the Program;

2.5. to orient the Resident to the facilities, philosophies, rules, regulations and policies of UNC Hospitals and the institutional and program requirements of the ACGME or CODA and the Program's Residency Review Committee ("RRC"). UNC Hospitals and the Program shall inform the Resident of any changes or updates in applicable policies, rules, and regulations. UNC Hospitals shall also ensure that the Resident is informed of, obeys, and adheres to established educational and clinical activities;

2.6. to maintain an environment conducive to the physical and mental health and well-being of the Resident;

2.7. to provide the following services: access to adequate and appropriate food and sleeping quarters to Residents on duty in UNC Hospitals; patient and information support services; uniforms and laundry services for uniforms; parking, security and library services;

2.8. to evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Resident on a regular and periodic basis. The Program Director shall present to and discuss with the Resident a written summary of the evaluations at least once during each six-month period of training and/or more frequently if required by the RRC, Hospitals, Program Director, or other agency as deemed appropriate;

2.9. to provide a fair and consistent method for review of the Resident's rotations, program and personal concerns and/or grievances, without the fear of reprisal;

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

2.11. if applicable for specialty board examination eligibility, the Program Director will, on furnishing a Certificate of Completion, also provide verification to a specialty board that the educational requirements stipulated by the individual specialty board have been met. If a Program Director determines at any point that the Resident will not be specialty board examination eligible at the completion of the Program, the Program Director will notify the Resident as soon as that fact becomes known to the Program Director.

2.12. to provide a work environment free from discrimination and harassment. Discrimination or harassment on the basis of race, color, religion, sex, national origin, sexual orientation, age, or disability is a violation of the law and strictly forbidden by UNC Health Care System policy. Any resident who believes he/she has been subjected to discrimination or harassment or has witnessed discrimination or harassment should contact his/her Program Director or the Office of Graduate Medical Education or call the GME Hotline at (984)974-2620.

2.13. to consider requests for reasonable accommodations made by residents with known disabilities who can meet the clinical and academic requirements of their residency program as set forth by its respective ACGME or CODA Residency Review Committee. Residents with disabilities are responsible for requesting reasonable accommodations and providing medical documentation appropriate to verify the existence of the disability and to identify and assess potential reasonable accommodations. The Resident shall adhere to the Graduate Medical Education Policy on Accommodation of Residents with Disabilities when making such requests or providing necessary documentation.

2.14. to provide a procedure for the Resident seek resolution of grievances relating to his/her appointment or responsibilities, including any difference between the Resident and UNC Hospitals and/or Program and/or any representative thereof, with respect to the interpretation of, application of, or compliance with the provisions of this Agreement, according to the University of North Carolina Hospitals Graduate Medical Education Grievance Procedures Policy.

### **3.0 RESIDENT RESPONSIBILITIES**

The Resident agrees to:

- 3.1. comply with the Hospitals' pre-appointment procedures prior to the Appointment Date;
- 3.2. develop a personal program of self-study and professional growth with guidance from the residency Program;
- 3.3. develop a personal program to support individual wellness, to include attending to adequate sleep when off duty, seeking professional assistance for both biomedical and psychological health needs if those occur, and identification of strategies that promote personal reflection and stress reduction.
- 3.4. participate fully in the educational and scholarly activities of the residency Program and, as required, assume responsibility for teaching and supervising other residents and students;
- 3.5. participate in safe, effective, and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility;
- 3.6. perform satisfactorily and fulfill the educational and clinical responsibilities of the residency training Program requirements (as determined by the Program Director) and to the best of his or her ability perform the customary services of a Resident;
- 3.7. accept the duties, responsibilities, and rotations assigned by the Program Director at UNC Hospitals and other facilities affiliated with the residency Program;
- 3.8. meet the Program's standards for learning and advancement, including objective demonstration of the acquisition of knowledge and skills;
- 3.9. conform to all applicable rules, regulations, policies and procedures of the Hospital, the training program, and any other hospital or clinic to which the Resident is assigned during the term of the training program. This includes, but is not limited to, the Graduate Medical Education Policies, which may be amended from time to time and are incorporated herein by reference, concerning: Duty Hours; Moonlighting; Fit for Duty Policy for ACGME Trainees, which includes physician impairment; Grievance Procedures, including those concerning the work environment; Eligibility and Selection; Leave of Absence, including the effect of the leave of absence on satisfying the criteria for completion of the residency program and eligibility for certification by the relevant certifying board; Accommodation for Residents with Disabilities; Medical License Requirement; Residency Closure/Reduction; Restrictive Covenant; Reappointment, Non-reappointment, and Dismissal; Family Medical Leave; Confidential Support Services; Handling Academic and Performance Problems; and PTO ("Paid Time Off"), all of which may be found on the UNC Hospitals GME website; in addition to all program policies and procedures, as may be amended from time to time. This also includes conformance with any of the Hospitals' human resources policies that are applicable to residents, including, but not limited to, the Hospitals' policies concerning: Unlawful Harassment (HR 0204); the Disruptive and Inappropriate Behavior (Admin 0204); Workplace Violence (HR 1012); and LMS training (HR 0613), all of which may be found on the UNC Hospitals intranet site under policies. Resident policies may be found online on the UNC GME website. Additionally, the terms of each applicable UNC Health Care System policy, practice, rule, bylaw, and regulation, including but not limited to those expressly referenced in this Agreement, are herein incorporated by reference. The Resident understands and agrees that failure to obey, adhere to and comply with any such applicable policy ultimately may result in dismissal from the residency Program;

- 3.10. accurately and appropriately complete all patients' medical records within the time period specified by the Hospitals;
- 3.11. conduct himself or herself ethically, morally and professionally in keeping with his or her position as a physician or dentist, as appropriate;
- 3.12. present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at UNC Hospitals and other facilities and rotation sites to which the Resident is assigned and obey and adhere to UNC Hospitals' Compliance Program and "Code of Conduct";
- 3.13. participate in hospital committees, especially those that relate to patient safety, quality improvement, and patient care review activities;
- 3.14. participate in evaluating the quality of the education provided by the residency program;
- 3.15. develop an understanding of the ethical, socioeconomic, and medical/legal issues that affect graduate medical education and how to apply cost containment measures in providing patient care;
- 3.16. fulfill the duties of the assigned schedule of service, including on-call duty;
- 3.17. register and annually maintain his/her medical license, dental license, or dental permit with the North Carolina Medical Board or North Carolina State Board of Dental Examiners, as appropriate, through the term of this Agreement (the resident's birthday triggers the annual need to register with the Medical Board and January 1<sup>st</sup> of each year triggers the annual need to register with the Board of Dental Examiners]. The Resident understands that failure to obtain and maintain valid licensure annually will result in the resident being removed from clinical duties and forfeiting the resident's pro rata stipend payments during the time his/her license has not been registered or renewed;
- 3.18. obey and adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by the Joint Commission, the ACGME, the CODA, the Program's RRC, and any other relevant accrediting, certifying, or licensing organization, and cooperate fully with all UNC Hospitals and residency program surveys, reviews, and quality assurance and credentialing activities;
- 3.19. report immediately to UNC Hospitals' Public Affairs Office any inquiry by any member of the press. The Resident agrees not to communicate with any inquiring private attorney or any members of the press except merely to refer such private attorneys to the Legal Department and to refer the press to the Public Affairs Office;
- 3.20. access his/her UNC Health Care System email account and the current electronic residency management system (e.g., Med Hub or other) regularly to maintain timely communication with the Office of Graduate Medical Education;**
- 3.21. report any patient care-related incidents to UNC Hospitals' Legal and Risk Management Department in a timely manner and cooperate fully in any investigations, discovery, and defense that may arise from such incident(s). The Resident's failure to report in a timely manner or fully cooperate may result in revocation of professional liability insurance coverage;
- 3.22. report immediately to UNC Hospitals' Legal and Risk Management Department any inquiry by any private or governmental attorney or investigator concerning care provided by the Resident or other health care provider. This covenant shall survive termination or expiration of this Agreement;
- 3.23. cooperate fully with UNC Hospitals' Administration, UNC Hospitals' Legal and Risk Management Department, all attorneys retained by that office, and all investigators, committees, and other departments of UNC Hospitals, particularly in connection with the following: (a) evaluation of patient care; (b) review of an incident or claim; (c) preparation for litigation, whether or not the Resident is a named party to that litigation;

3.24. agree to and perform the pre-appointment controlled substance testing prior to the Appointment Date. Failure to agree to and perform the pre-appointment controlled substance testing prior to the Appointment Date shall result in a delay in the Resident's start date or nullification of this Agreement. Subsequent to the Appointment Date, submit to periodic (post-appointment) health examinations and supplementary tests, which may include tests for drug use and/or alcohol abuse, as are deemed necessary by UNC Hospitals (pursuant to the Fit for Duty Policy) to ensure that the Resident is physically, mentally, and emotionally capable of performing essential duties. Further, the Resident agrees to continue to meet UNC Hospitals' and the state's standards for immunizations in the same manner as all UNC Hospitals personnel. The Resident authorizes results of all examinations referenced in this subsection to be provided to UNC Hospitals' Occupational Health Services. The same requirements concerning the Resident's health status that applied at the time of the Resident's initial appointment shall apply thereafter and shall constitute a continuing condition of this Agreement and the Resident's appointment to his/her residency program unless UNC Hospitals changes these requirements subsequent to the Appointment Date hereof (through written notice to the Resident of such change);

3.25. maintain during the term of the Resident's appointment life support certification(s), including BCLS, ACLS, and PALS as required by the Resident's Program;

3.26. return, at the time of the expiration or in the event of termination of this Agreement, all UNC Hospitals' property, including, but not limited to, books, equipment, pager, name badge, uniforms; complete all necessary records; settle all professional and financial obligations; and complete a Graduate Medical Education clearance sheet; and

3.27. abide by the terms, conditions and general responsibilities outlined in this Agreement.

#### **4.0 DUTY HOURS, CALL SCHEDULES AND MOONLIGHTING**

4.1. Duty Hours. The Resident shall perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with the institutional, ACGME, CODA and program specific "Duty Hour Policy" (a copy of the Institutional Duty Hour Policy is incorporated by reference to this Agreement and a copy may be found online on the UNC GME website. This policy incorporates the ACGME or CODA requirements for resident duty hours and directly addresses the physical and emotional well-being of the resident, promotes an educational environment and facilitates patient care. Duty hours, although subject to modification and variation depending upon the clinical area to which the Resident is assigned and/or exigent circumstances, must be in accordance with state, federal, and ACGME or CODA requirements.

4.2. Call Schedules. The call schedules and schedule of assignments will be made available to and reviewed by the Resident via E\*Value or other Residency Management System. Changes to these schedules will be available in the Program Director's office, as necessary. These schedules will be consistent with program specific and institutional requirements. If a scheduled duty assignment is inconsistent with this Agreement or the Duty Hours Policy, the Resident shall bring the 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 the Resident to notify the Office of Graduate Medical Education, who shall inform the Executive Associate Dean for Graduate Medical Education (Designated Institutional Officer) and the Chief Medical Officer, who shall take the necessary steps to reconcile or cure the raised inconsistency.

4.3. Moonlighting. Unauthorized extracurricular professional activities are inconsistent with the educational objectives of residency program requirements as specified by the ACGME or CODA, and, therefore, are prohibited unless the conditions described in the Graduate Medical Education Policy on Moonlighting (the terms of which are incorporated herein by reference and a copy may be found online on the UNC GME website. All moonlighting activities must be reported to the Program Director. No resident may begin to moonlight until approved to do so in writing by his/her Program Director, Chair of the Department and Graduate Medical Education Committee. Moonlighting activities may be inconsistent with sufficient time for the rest and restoration that promote the resident's educational experience and will be

closely monitored. Moonlighting activities that occur in UNC Hospitals or its participating institutions must be part of the 80 hour/week limitation.

## **5.0 FINANCIAL SUPPORT AND BENEFITS**

UNC Hospitals shall provide the Resident with financial support and benefits in the following areas as described:

5.1. Stipend. The annual stipend listed on the UNC Hospitals GME Website is payable in 26 biweekly installments. This shall be the Resident's sole source of compensation for activities undertaken pursuant to this Agreement. Except for approved and authorized extracurricular activities as set forth above (moonlighting), the Resident shall not accept from any other source a fee of any kind for services to patients.

5.2. Paid Time Off (PTO) and Medical Leaves of Absence. UNC Hospitals' policies regarding resident vacation, personal, and medical leaves of absence shall comply with applicable institutional and Program policies and laws, including but not limited to the Family Medical Leave Act.

5.3. Leaves of Absence. The Resident expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program Requirements and/or for Board certification requirements. The amount of sick leave, leave of absence, or disability time (with or without pay) that will necessitate prolongation of the training time for the Resident shall be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board.

5.4. Professional Liability Insurance. UNC Hospitals shall provide each medical Resident with professional liability insurance coverage while the Resident is acting within the scope of his/her assigned Program activities, consistent with the coverage provided to other medical/professional practitioners, including legal defense. This coverage is provided on an occurrence basis, and, as such, coverage is provided for alleged acts or omissions that occur during the time period when the Resident is enrolled in the Program, regardless of when the claim is actually reported or filed. As a condition of maintaining this benefit, the medical Resident must comply with the rules set forth above, and the Liability Insurance Trust Fund Memorandum of Coverage. The UNC School of Dentistry shall provide each dental resident with professional liability insurance coverage while the Resident is acting within the scope of his/her assigned Program activities, consistent with the coverage provided to other dental/professional practitioners. As a condition of maintaining this benefit, the dental Resident must comply with the rules promulgated by the School of Dentistry and the insurance provider from which the policy is purchased. (A copy of the provisions of the Memorandum of Coverage is incorporated by reference to this Agreement and a copy may be found online on the UNC GME website.

5.5. Other Benefits. Additional available benefits are listed below:

5.5.1. Health and Dental Benefits. There is a medical plan as well as a dental plan from which the Resident may choose. It is the Resident's obligation to select and enroll in the benefit program(s) he/she desires. Such plans are governed by the plan documents. Coverage for such benefits shall begin upon the Appointment Date.

5.5.2. Retirement Plan: Optional participation in 457(b) savings plan (no employer matching).

5.5.3. Long Term Disability Insurance. Long-term disability insurance is also offered as income protection for illnesses and injuries of prolonged duration. Coverage for such benefits shall begin upon the Appointment Date.

5.5.4. Life Insurance. The Resident is covered with life insurance in the amount equal to 1 times his/her annual salary. There is also a life insurance amount for 2, 3, or 4 times the annual salary whereby the premium amounts are the responsibility of the Resident. There is also a life insurance benefit provided for the Resident's spouse and dependent children at the Resident's cost. Coverage for such benefits shall begin upon the Appointment Date.

5.5.5. Workers' Compensation. The Resident is covered by UNC Hospitals Workers' Compensation insurance in accordance with North Carolina law.

5.5.6. Confidential Support Services. UNC Hospitals facilitates the Resident's access to appropriate and confidential counseling, medical, and psychological support services through: (a) the Employee Assistance Program (EAP) available through the UNC Health Care System Human Resources Department, (b) the North Carolina Physicians Health Program (NCPHP), which can be reached at (919) 870-4480, (c) the GME Hotline, which can be reached at (984) 974-2620, (d) the UNC Hospitals Compliance Office, which can be reached through 1-(800) 362-2921, and (e) the UNC Hospitals' Employee Relations Division of the Human Resources Department.

5.5.7. Discontinuation of Benefits. UNC Hospitals reserves the right to modify or discontinue the benefits set forth herein at any time. Any such change cannot be made without first advising the affected insured.

5.5.8. Unemployment Benefits. Residents are not entitled to unemployment benefits by virtue of this Agreement expiring.

## **6.0 TERMINATION AND SUSPENSION**

This Agreement may be terminated by UNC Hospitals prior to its expiration for failure to maintain satisfactory performance and/or professional conduct (see also section 1.3.4 above). The Program Director must provide the Resident with a written notice of intent to dismiss the Resident from training. UNC Hospitals maintains policies to address termination and suspension, and policies providing Residents with due process related to decisions resulting in dismissal or suspension. In the event the number of Residents in UNC Hospitals' program(s) is reduced, or UNC Hospitals' training program(s) is discontinued, or UNC Hospitals closes, the provisions of UNC Hospitals' Policy on Residency Closure will apply. A copy of these policies may be found online on the UNC GME website.

## **7.0 REAPPOINTMENT AND NON-REAPPOINTMENT**

In the event UNC Hospitals or the Program Director elects not to reappoint the Resident to the Program and the GME Appointment Agreement is not renewed, or elects not to promote the Resident to the next level of training, the Program Director must provide the Resident with a written notice of intent not to renew the Resident's Appointment Agreement or not to promote the Resident to the next level of training. Policies providing Residents with grievance rights related to decisions to not renew the appointment agreement, or to not promote the Resident to the next level of training are found in the UNC Hospitals' Graduate Medical Education Grievance Policy referred to in Section 6.0 above.

When non-reappointment is based on reasons other than the Resident's performance or his/her compliance with the terms of this Agreement (e.g., institutional factors), such non-reappointments shall be final and not subject to further appeal or review and shall not be grievable under the Graduate Medical Education Grievance policy.

## **8.0 NONSOLICITATION**

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

## **9.0 MISCELLANEOUS**

1. This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements relating to the subject matter hereof, and may be modified only by a written instrument duly authorized and executed by both parties or as provided herein.

2. This Agreement shall be governed by the laws of the State of North Carolina.

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

4. In the event any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.

5. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), the Resident agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services of the United States or of the United States Comptroller General or any of their authorized agents, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.

**Resident Physician/Dentist**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**UNIVERSITY OF NORTH CAROLINA  
HOSPITALS**

Signature: \_\_\_\_\_

Clark Denniston, MD  
ACGME Designated Institutional Official  
UNC Hospitals

Date: \_\_\_\_\_

Adopted and Approved by the Graduate Medical Education Advisory Committee	September 17, 1997
Revised and Approved:	November 4, 1998
Revised and Approved:	February 9, 2000
Reviewed and Approved:	November 15, 2000
Revised and Approved:	November 14, 2001
Revised and Approved:	December 19, 2001
Revised and Approved:	October 16, 2002
Revised and Approved:	November 19, 2003
Revised and Approved:	September 15, 2004
Revised and Approved:	September 21, 2005
Revised and Approved:	September 20, 2006
Reviewed and Approved:	December 19, 2007
Revised and Approved:	October 15, 2008
Revised and Approved:	October 21, 2009
Revised and Approved:	March 16, 2011
Revised and Approved:	January 18, 2012
Revised and Approved:	November 28, 2012
Revised and Approved:	December 18, 2013
Revised and Approved:	May 21, 2014
Revised and Approved:	October 21, 2015
Revised and Approved:	February 15, 2017

Appendix 1  
Post Graduate Year Salary

**Current salaries through June 30, 2018**

Post Graduate Level   Annual Salary

I	\$51,814
II	\$53,662
III	\$55,367
IV	\$57,702
V	\$59,862
VI	\$62,605
VII	\$64,109
VIII	\$66,148

**These salaries are effective July 1, 2018-June 30, 2019**

Post Graduate Level   Annual Salary

I	\$53,369
II	\$55,272
III	\$57,028
IV	\$59,433
V	\$61,658
VI	\$64,483
VII	\$66,673
VIII	\$68,794