

**WAKE FOREST UNIVERSITY BAPTIST MEDICAL CENTER
GRADUATE MEDICAL EDUCATION PROGRAM AGREEMENT
(RESIDENCIES AND FELLOWSHIPS)**

THIS AGREEMENT (“Agreement”) is entered into and effective as of this ____ day of _____ 20__, by and between **Wake Forest University Baptist Medical Center** (“WFUBMC” or “Medical Center”), and _____, ____ (“House Staff”). WFUBMC and House Staff are hereinafter collectively referred to as the “Parties.”

Pursuant to an Integration Agreement effective July 1, 2010, WFUBMC now manages the operations of Wake Forest University Health Sciences and its Wake Forest School of Medicine (collectively “WFUHS”) and North Carolina Baptist Hospital (“NCBH”).

1. **Definitions.** The following capitalized terms used or otherwise referred to in this Agreement shall have the following meanings:
 - a. **ACGME:** the Accreditation Council for Graduate Medical Education.
 - b. **Competencies:** the specific knowledge, skills, behaviors, attitudes, and the appropriate educational experiences required to complete GME programs. These include patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and systems-based practice.
 - c. **Designated Positions:** positions for graduates who have already been accepted into another specialty, but who are completing prerequisites for that specialty.
 - d. **Duty Hours:** all clinical and academic activities related to the Program, *i.e.*, patient care (both inpatient and outpatient), administrative duties relative to patient care, the provision for transfer of patient care, time spent on in-house call, and other scheduled activities, such as conferences. Duty hours do not include reading and preparation time spent away from the duty site.
 - e. **Graduate Medical Education (“GME”):** the period of didactic and clinical education in a medical specialty which follows the completion of a recognized undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty, otherwise known as “residency education.” The term GME includes Core Programs as defined herein. The term GME also applies to the period of didactic and clinical education in a medical subspecialty which follows the completion of education in a recognized medical specialty (residency education) and which prepares physicians for the independent practice of medicine in that subspecialty, otherwise known as a “fellowship” or “subspecialty program.” The term GME refers to all WFUBMC graduate medical education programs offered including programs accredited by the ACGME.
 - f. **House Staff:** the individual identified above who is a non-faculty physician, dentist, or podiatrist participating in a graduate medical education Program sponsored at the Medical Center. “House Staff” may also be referred to as “House Officer.” The terms “house staff,” “house officer,” “residents,” and “graduates” may be used herein and in WFUBMC

Policies in the generic to refer to any individual participating in a graduate medical education Program sponsored at the Medical Center.

- g. Moonlighting: voluntary, compensated, medically-related work or services performed either internally within WFUBMC and not related to the GME Program requirements or externally for an entity or organization not owned or affiliated with WFUBMC or a participating Program Site.
- h. Non-Designated Positions: positions for graduates who at the time of admission to a program have not been accepted into any specialty.
- i. Policies: collectively those WFUBMC policies, which include, but are not limited to, education and human resource policies, which apply to House Staff, as may be amended from time to time. When referring to a policy individually, the general term “Policy” may be used herein. WFUBMC’s Policies may be found at: <https://intranet.wakehealth.edu/Tools/Policies> then select “Employee Access” and log in with your medical center credentials or click on the Policies icon on your desktop and log in with your medical center credentials.
- j. Preliminary Positions: the collective of Designated Positions and Non-Designated Positions.
- k. Program: the specific WFUBMC structured graduate medical education experience in which House Staff is participating in accordance with this Agreement, which may be a specialty, subspecialty, or Core Program as identified in Paragraph 2(a) of this Agreement. The term “program” may be used herein in the generic to refer to any graduate medical education program.
- l. Program Director: the individual designated by WFUBMC with authority and accountability for the operation of the Program in which House Staff is participating.
- m. Specialty Program or “Core Program”: a structured educational experience in a field or medical practice following completion of medical school and, in some cases, prerequisite basic clinical education designed to conform to the program requirements of a particular specialty.
- n. Site: an organization providing educational experiences or educational assignments/rotations for individuals participating in a GME Program sponsored by WFUBMC.
- o. Disabled: The term “disabled” shall refer to House Staff’s absence from work more than 90 days during any calendar year because of ill health, physical disability, or mental disability, which would qualify House Staff for disability benefits according to criteria used by WFUBMC’s disability insurance carrier for disability benefits. The termination of this Agreement due to House Staff’s disability will have no effect on his/her disability benefits.

2. Term of Appointment.

- a. House Staff agrees to accept appointment as a House Staff _____ in the Program sponsored by the Medical Center in the services of _____. This appointment is for a period of one (1) year commencing on _____, 20____ (“Initial Term”). As necessary, if House Staff is scheduled for night shift on the final day of the Term of Agreement, House Staff’s Term may be extended beyond midnight until the end of the shift to ensure patient safety and appropriate hand-offs. Unless terminated earlier in accordance with the provisions set forth herein, upon the expiration of the Initial Term and upon House Staff’s reappointment to the Program, this Agreement will automatically renew for additional one (1) year terms (“Renewal Term”) until House Staff’s completion of the Program (Initial Term and Renewal Terms are collectively referred to as “Term”).
- b. Reappointment to the Program may be made on an annual basis in accordance with WFUBMC’s Reappointment Policy applicable to House Staff and all reappointment decisions will be communicated to House Staff in accordance with said policy.
- c. If House Staff is not reappointed (except for Preliminary Positions), not promoted to the next Post Graduate Year, terminated, subject of an adverse disciplinary action, or if House Staff has a grievance, WFUBMC’s Policies related to graduate medical education Disciplinary Actions, Grievances, and Due Process shall apply, as applicable.

3. Responsibilities of House Staff.

As a condition precedent for participation in the Program, employment with WFUBMC, and continued participation and employment, House Staff hereby agrees to fulfill the following responsibilities:

- a. House Staff shall achieve, maintain, and satisfy the Competencies required to complete House Staff’s GME Program.
- b. House Staff shall, at all times, conduct himself/herself in compliance with the Medical Staff Bylaws, Rules and Regulations, and policies of WFUBMC and of affiliated hospitals, to which House Staff may rotate as part of the Program, as well as with all state and federal rules, laws, and regulations.
- c. House Staff shall:
 - i. Provide compassionate, appropriate, and effective patient care and treatment for the promotion of health;
 - ii. Comply with all applicable WFUBMC Policies, procedures, rules, and standards as may be established from time to time;

- iii. Demonstrate appropriate medical knowledge and skill regarding established and evolving biomedical, clinical, and cognate (*e.g.*, epidemiological and social-behavioral) sciences and apply this knowledge and skill to patient care;
 - iv. Engage in practice-based learning and improvement that involves investigation and evaluation of his/her own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care;
 - v. Demonstrate interpersonal, cultural sensitivity, and communication skills that result in effective information exchange and teaming with patients, their families, and other health professionals;
 - vi. Demonstrate professionalism, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population;
 - vii. Engage in systems-based practices, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system for health care delivery and the ability to effectively call on system resources to provide optimal care;
 - viii. Develop a personal program of learning to foster continued professional growth with guidance from the teaching staff;
 - ix. Participate fully in the educational, quality assurance, and scholarly activities of House Staff's Program and, as required, assume responsibility for teaching and supervising other graduates, students, or staff, as applicable, to ensure quality and safe patient care;
 - x. Perform all duties and assignments in accordance with the state licensure requirements for graduates in training, established practices, procedures, and Policies of WFUBMC and the Program and those of its other programs, clinical departments, and institutions to which the House Staff may be assigned; and
 - xi. Competently communicate with team members in effective and structured hand-over processes to facilitate both continuity and quality of care and patient safety.
- d. House Staff shall be responsible to the members of the Medical Staff of WFUBMC and its affiliated hospitals under whose supervision House Staff may serve, the Chair of the Department, and House Staff's Program Director.
- e. House Staff acknowledges an obligation to, and therefore House Staff shall maintain, through the duration of this Agreement, the appropriate State of North Carolina and federal licensures and registrations/numbers, as may be required for performance under this Agreement, and shall comply with the applicable provisions of North Carolina and federal law pertaining to licensures and registrations/numbers in effect and as may be amended from time to time.

- f. House Staff agrees to provide the Program Director and the Office of Graduate Medical Education with immediate written notification of any action taken or contemplated to be taken and for which the House Staff has received notice, which may subject House Staff's license or registrations to disciplinary action, including, but not limited to, suspension, revocation, limitation, or other restrictions. Upon receipt of such notice, WFUBMC may, at its option and sole discretion, immediately terminate this Agreement in accordance with Paragraph 16 below or suspend its obligations hereunder pending the outcome of any such proceedings.
- g. House Staff represents and warrants that he/she is duly authorized and appropriately licensed to practice medicine, dentistry, or podiatry, as applicable, in the State of North Carolina.
- h. House Staff represents and warrants that House Staff has never been (i) debarred under the Generic Drug Enforcement Act of 1992, 21 U.S.C. §335a(a) or (b), (ii) sanctioned by a federal health care program (as defined in 42 U.S.C. §1320 a-7b(f)), including, but not limited to, the federal Medicare or any state Medicaid program, or (iii) debarred, suspended, excluded, or otherwise declared ineligible from any federal agency or program (subsections (i), (ii) and (iii) collectively, "Debarred"). In the event that during the Term, House Staff becomes Debarred or receives notice of an action or threat of an action that could result in it being Debarred, House Staff shall immediately notify the Program Director.
4. Compensation. House Staff will be employed by WFUBMC in accordance with the terms of this Agreement and shall receive the compensation and vacation time set forth on Exhibit A attached hereto and incorporated herein by reference. For each Renewal Term of this Agreement, House Staff and WFUBMC will execute an amended Exhibit A with respect to House Staff's compensation and vacation time for the Renewal Term, which shall be attached hereto and incorporated herein for each applicable Renewal Term.
5. Duty Hours and Call Schedule. House Staff shall perform his/her Duty Hours under this Agreement during such hours as the Program Director may direct in accordance with WFUBMC's Duty Hour Policy, applicable federal, state, and local laws, rules, regulations and policies, and ACGME requirements. If a scheduled duty assignment is inconsistent with such policies, laws, rules, regulations or requirements, House Staff shall bring such inconsistency to the Program Director's attention who shall take the necessary steps to reconcile or cure such inconsistency.
6. Vacation. House Staff shall be entitled to vacation time as set forth in Exhibit A and which vacation shall be scheduled in accordance with the GME Policy related to Vacation.
7. Benefits. House Staff may participate in WFUBMC's benefit plans ("Plans") during the term of this Agreement in accordance with the terms of the respective Plans, as available and amended from time to time. Plans include, but are not limited to, health insurance, disability insurance, and life insurance. Health insurance coverage will be effective from the first recognized day of graduate education. It is House Staff's obligation to select and enroll in the benefit program(s) he/she desires for himself/herself and his/her eligible dependents, as applicable.
8. Leave.

- a. House Staff may request a leave of absence or other time off, which will be granted in accordance with appropriate WFUBMC Policies governing said requests. Any departmental conditions, as appropriate, such as medical clearance, shall be met before the House Staff may return, and a deadline (by which House Staff must request termination of the leave for a place to be held in the appropriate class) will be set by the Program Director at the time leave is granted. In the event of a medical leave of absence, House Staff will not be reinstated without medical clearance reasonably acceptable to the Program Director.
 - b. The respective Program Director will provide a written statement to House Staff in compliance with the applicable Program requirements concerning the effect of the leave, for any reason, on satisfying the criteria for completion of the Program and information relating to access to eligibility for certification by the relevant certifying board.
 - c. No credit for Program requirements will be given for any leave period in excess of that permitted by the appropriate “specialty board.”
9. Professional Liability Insurance. While House Staff is participating in the Program, WFUBMC will have and maintain professional liability coverage in an amount of least \$1 million per occurrence/\$3 million aggregate. Such coverage (“Coverage”) will include legal defense and protection against awards from claims reported or filed both during and after the completion of the Program if the alleged acts or omissions claimed are within the scope of the Program. Coverage will be consistent with WFUBMC’s coverage for other medical/professional practitioners. Details of Coverage will be provided upon request. **Such professional liability insurance coverage does not extend to activities such as external Moonlighting or any activities performed by House Staff outside the scope of House Staff’s participation in House Staff’s Program and/or House Staff’s employment with WFUBMC.**
10. Eligibility for specialty board examinations. House Staff’s Program Director, or the Program Director’s designee, will provide House Staff with appropriate information regarding eligibility requirements for specialty board examinations.
11. Billing. House Staff shall not bill any patients or any third party for any patient care rendered in the Program. House Staff understands and acknowledges that WFUBMC has a corporate compliance program and agrees to make best efforts to comply with all applicable federal, state, and local laws and regulations related to compliance including, but not limited to, fraud and abuse, and agrees to immediately notify the WFUBMC Compliance Department of any concerns that House Staff may have in this regard.
12. Moonlighting.
- a. WFUBMC’s Moonlighting Policy sets forth the requirements and obligations of Moonlighting outside of or in addition to the requirements of a Program.
 - b. All house staff in their first post-graduate year (“PGY-1”) will not be permitted to Moonlight. Thereafter, House Staff may be permitted to Moonlight in accordance with WFUBMC’s Moonlighting Policy.

- c. Moonlighting must not interfere with House Staff's ability to perform under this Agreement.
 - d. House Staff is not required to engage in Moonlighting activities.
 - e. House staff participating in a WFUBMC Program pursuant to a J-1 Exchange Visitor Program are not permitted to engage in Moonlighting at any time while participating in the Program sponsored by WFUBMC.
 - f. The terms set forth in Paragraph 9 above apply to this Paragraph 12.
13. Living Quarters, Food Access, Security, and Dress Code.
- a. Living quarters are the responsibility of the House Staff. On-call accommodations will be provided by WFUBMC when House Staff is required to be on-call.
 - b. WFUBMC will provide access to food in accordance with ACGME requirements.
 - c. Security and personal safety measures will be provided to House Staff at all WFUBMC locations including parking facilities, on-call quarters, and all WFUBMC grounds and related facilities.
 - d. The dress code shall be in accordance with WFUBMC dress code Policies.
14. Impairment and Counseling.
- a. Should House Staff suffer a physical or mental illness, abuse drugs or alcohol, or undergo a medical procedure, which may impair House Staff's clinical ability, House Staff must promptly notify the Program Director. At any time, the Program Director may require House Staff to submit to a physical and/or mental examination by a physician or physicians acceptable to the Program Director for the purposes of determining whether or not House Staff is free from health impairments which may pose potential risk to patients or personnel, or which may interfere with the performance of clinical duties.
 - b. WFUBMC will educate House Staff regarding sleep deprivation and fatigue mitigation processes. WFUBMC will provide sleep facilities and/or transportation to House Staff as needed.
 - c. WFUBMC will address suspected impairment in accordance with WFUBMC's Policy regarding impairment.
15. Confidentiality. House Staff acknowledges that during the Term of this Agreement, House Staff will have access to WFUBMC's confidential methods of operations, pricing policies, patient names, patient lists, patient records, patient information, marketing strategies, knowledge, techniques, trade secrets, research endeavors, and other information about WFUBMC's operations and business of a confidential nature ("Confidential Information") and that such information has a special and unique value to WFUBMC. House Staff will not in any manner, directly or indirectly, disclose or divulge to any person or other entity, or use for her own benefit, any of such

Confidential Information, except that House Staff may disclose, as appropriate and in accordance with applicable WFUBMC Policy, research endeavors in which House Staff is specifically engaged for purposes of publication and presentation. Upon expiration or termination of this Agreement by any party or for any reason, House Staff shall immediately return to WFUBMC any and all such Confidential Information in House Staff's possession or control. Without limiting any other remedies that may be available to WFUBMC for breach of this covenant by House Staff, House Staff agrees that an injunction or other equitable relief may be available to WFUBMC. This Paragraph 15 shall survive the expiration or termination of this Agreement for any reason. House Staff agrees that the terms of this confidentiality provision are reasonable. Confidential Information shall not include, and the restrictions contained herein shall not apply to, information which (i) is public knowledge at the time of disclosure to House Staff, or becomes public knowledge after its disclosure to House Staff through no act or omission of House Staff; (ii) has been released to the general public by WFUBMC; (iii) was known to House Staff on a non-confidential basis prior to disclosure by WFUBMC; or (iv) is disclosed by House Staff pursuant to a subpoena issued by court or governmental agency with jurisdiction, provided House Staff notifies WFUBMC in a reasonable time after receipt of such subpoena.

16. Termination.

- a. Either party may terminate this Agreement at any time by giving at least ninety (90) days written notice of termination to the other party.
- b. WFUBMC may terminate this Agreement immediately, if:
 - i. WFUBMC imposes disciplinary action upon House Staff that results in termination of House Staff's privileges to participate in the Program;
 - ii. House Staff's license to practice in the State of North Carolina and/or controlled substance registration is/are either voluntarily or involuntarily terminated, revoked, suspended, limited, withdrawn, or surrendered;
 - iii. House Staff is disciplined by any professional medical organization;
 - iv. House Staff resigns, withdraws, is removed, or is termination from any professional medical organization under threat of, or as a consequence of, disciplinary action;
 - v. Any governmental authority having jurisdiction over House Staff either: 1) targets House Staff in an investigation for alleged misconduct or violation of law or 2) imposes any restriction or limitation on House Staff's ability to engage in the professional practice of medicine;
 - vi. House Staff has not performed House Staff's responsibilities and obligations under this Agreement or has otherwise become unfit to continue in the Program;

- vii. House Staff fails to make satisfactory progress toward achieving the educational goals of the Program;
 - viii. House Staff engages in professional, ethical, or other such conduct that is considered to be lower than the standards or aims of the Program or which is disruptive to the delivery of patient care and efficient operation of the Program, Medical Center, WFUBMC, or any participating Site;
 - ix. House Staff fails or refuses to comply with WFUBMC policies, procedures, rules, standards, and regulations as may be established from time to time;
 - x. It is alleged that House Staff has violated a state or federal law that may result in civil or criminal liability on the part of House Staff and that may reasonably have a material effect on House Staff's ability to perform under this Agreement;
 - xi. House Staff becomes disabled or upon House Staff's death; or
 - xii. House Staff becomes excluded from participation in the Medicare and Medicaid programs.
- c. House Staff's continued participation in the Program is conditioned upon satisfactory performance of all assigned academic and clinical responsibilities required by this Agreement.
- d. Any misrepresentation by act or omission in House Staff's application for appointment to the Program, or documents in support thereof, or in any application for appointment to an affiliated hospital shall be grounds for termination of such appointment and this Agreement.
- e. Upon termination of the House Staff's appointment and/or this Agreement under this section, the only obligation of WFUBMC shall be to pay House Staff any compensation that may be due, on a prorated annual basis, as of the date of such termination.
- f. Except as noted above, withdrawal or termination from a Program will not automatically disqualify House Staff from seeking a contract with WFUBMC or with another site related to another program. The withdrawal or termination may be a factor considered in such cases.
17. Reduction or Closure of a Program. In the event non-reappointment is based on reduction or closure of a Program, the WFUBMC Policy regarding reduction or closure of a program will apply.
18. Restrictive Covenants. Neither WFUBMC nor the Program will require House Staff to sign a non-competition guarantee or restrictive covenant.
19. Cooperation related to Proceedings. If WFUBMC is investigating, evaluating, pursuing, contesting, or defending any incident, proceeding, charge, complaint, claim, demand, notice, action, suit, litigation, hearing, audit, investigation, arbitration, or mediation, in each case whether initiated by or against WFUBMC (collectively "Proceeding"), House Staff shall cooperate with WFUBMC and

its counsel in the evaluation, pursuit, contest, or defense of the Proceeding and provide such testimony and access to books and records as may be necessary in connection therewith. The duty to cooperate includes attendance at depositions, responding to discovery requests, and to returning to North Carolina for a Proceeding if reasonably required by WFUBMC. If House Staff receives, or anyone with whom House Staff works, or House Staff receives from a third-party on House Staff's behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or House Staff's activities at WFUBMC or its facilities, House Staff agrees to immediately report this receipt and submit the document received to WFUBMC's Legal Department. WFUBMC will pay all reasonable expenses associated with the Proceeding. House Staff's obligation to cooperate shall survive the termination of this Agreement.

20. Applicable Law. This Agreement will be construed and interpreted according to the laws of the State of North Carolina without giving effect to its conflicts or choice of law principles. Jurisdiction and venue for any dispute hereunder shall lie in Forsyth County and the United States District Court for the Middle District of North Carolina.
21. Notice. All notices or other communications required or permitted hereunder to WFUBMC will be in writing and will be sufficiently given if hand-delivered, sent by certified mail, express mail service, or overnight delivery service, postage pre-paid. The date of notice shall be the date of delivery. All notices to WFUBMC shall be sent to:

Wake Forest University Baptist Medical Center
Medical Center Boulevard
Winston-Salem, NC 27157
ATTN: Office of Graduate Medical Education

Notices to House Staff may be sent via email to the WFUBMC email address assigned to House Staff, or to House Staff's street address on file with WFUBMC's human resources department. House Staff shall promptly notify WFUBMC's human resources department regarding any changes to House Staff's address.

22. Headings. The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any gender-specific word or term shall include both the masculine and feminine gender unless otherwise indicated by the context.
23. Severability. If any provision, or portion thereof, of this Agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of the Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
24. Amendments. Any amendments to this Agreement or the exhibits hereto will not be valid unless made in writing and signed by both Parties.
25. Waiver. WFUBMC's failure to insist upon the strict performance of any term or provision of this Agreement or to exercise any right or remedy upon a breach thereof will not constitute a waiver of such breach or of any such term or provision. Breach of this Agreement may not be waived or modified except by a written Agreement executed by the Parties.

26. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreements or discussions, whether oral or written, concerning the subject matter hereof. If any provision in this Agreement is inconsistent with or contradicts the attached exhibits, this Agreement will govern.
27. Counterparts. This Agreement, including facsimile or electronic (e.g., pdf) versions thereof, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same Agreement.

IN WITNESS WHEREOF, each of the undersigned Parties executes this Agreement as of the date first written above.

House Staff:

Wake Forest University Baptist Medical Center:

Name:

Program Director:

Wake Forest University Baptist Medical Center:

Associate Dean of Graduate
Medical Education and Designated
Institutional Officer:

Revised: 09/22/2003
12/12/2003
02/01/2008
12/10/2010
08/15/2012
03/14/2016
02/08/2019
06/17/2021
2/24/2022

Exhibit A

House Staff's Name (Printed or Typed)

During the period from _____ through _____, the House Staff shall be employed by WFUBMC at House Staff Level _____, in the Department of _____; and with compensation at an annual rate of \$ _____ with payments to be made in equal installments on an annual basis. During this same time period, House Staff will also receive _____ weeks of vacation, as scheduled with the Program Director.

For Renewal Terms of the Agreement, all terms, conditions, and provisions of the Agreement dated _____ by and between House Staff and Wake Forest University Baptist Medical Center are hereby approved without amendment and renewed, in accordance with Paragraph 2 of the Agreement, for the applicable Renewal Term as set forth in the above paragraph and subject to the compensation and vacation terms also set forth above.

House Staff:

Wake Forest University Baptist Medical Center:

Name:

Program Director:

Wake Forest University Baptist Medical Center:

Associate Dean of Graduate
Medical Education and Designated
Institutional Officer: