

AGREEMENT OF APPOINTMENT TO RESIDENCY
for, Name, MD
date

This agreement of appointment is between you and the Fayetteville Area Health Education Foundation, Inc. (FAHEF, Inc) d/b/a the Southern Regional Area Health Education Center or Southern Regional AHEC, which conducts the Duke/Southern Regional AHEC Family Medicine Residency Program. It covers the period July 1, 2018 through June 30, 2019 and appoints you to the program as a first year resident. The Duke/Southern Regional AHEC Family Medicine Residency Program agrees to provide an educational program that meets the standards of the American Medical Association essentials of approved residencies. Conditions for reappointment and academic advancement are provided in the Residents' Manual under the section titled Academic Advancement Criteria. If your appointment will not be renewed or you will not be promoted, notice will be provided to you in writing no later than four (4) months prior to the end of this agreement. If you receive notice that your appointment will not be renewed or that you will not be promoted you may request a formal review of this decision. The procedure for formal problem resolution of academic or other disciplinary actions is included in the Residents' Manual in the section titled Southern Regional AHEC Policies Applicable to Residents. Should the decision be made to close the residency program or reduce the size of the residency, residents will be notified as soon as possible following the decision. Residents will be either allowed to complete their education or be assisted in enrolling in an appropriately accredited program in which their education can be continued

Resident Benefits

Included in this appointment are certain benefits, including a stipend paid biweekly during the appointment period not to exceed \$54,295 per year. The American Academy of Family Physicians membership, Family Medicine Specialty Board fees, and North Carolina Medical licensure fee are provided. To receive reimbursement for the cost of a North Carolina training license, the license must be received by June 30. To ensure meeting this date, residents are strongly encouraged to begin the license application process as soon as the contract is signed. The Duke/Southern Regional Family Medicine Residency Program may provide other benefits as recommended by the Residency Director and approved by SR-AHEC administration.

Other benefits provided free of charge are medical insurance for you and your immediate family members and long term disability coverage effective the first day of this agreement, dental insurance for you and your immediate family members, professional liability insurance (\$2M/\$4M) to include legal defense and protection against awards from claims reported or filed after the completion of the program if the alleged acts or omissions of the resident is within the scope of the program, workers compensation insurance coverage and life insurance. Short term disability coverage is available from the first day of this agreement at a nominal cost to residents.

Residents are eligible for participation in Southern Regional AHEC's 401(k) and 403(b) retirement plans under the same terms as employees.

Normal living expenses such as laundry, housing and meals are not routinely provided. Residents are provided two white lab coats annually.

The Duke/Southern Regional AHEC Family Medicine Residency Program will provide reimbursement of expenses associated with attending professional meetings not to exceed \$275.00 for first year residents. Funds not used by the end of the contract year cannot be carried over to the next year. The Director of the Family Medicine Residency Program must approve all Continuing Medical Education meetings prior to attendance.

Third year residents may be reimbursed for the cost of a board examination review course. To qualify for reimbursement, documentation of expenses MUST adhere to SR-AHEC policies. If the resident chooses not to take a review course, she/he is not entitled to the cost that would have been incurred for the review course. Third year residents are eligible to take the ABFM specialty board certification exam in April of their final residency year. SR-AHEC will reimburse for the cost of taking the exam.

Should the need arise, The Duke/Southern Regional AHEC will facilitate residents' access to confidential counseling, medical and psychological support services. Any services not covered under the health insurance benefits will be the financial responsibility of the resident. If the resident is unable to pay for these services, the resident will be assisted in identifying other available community resources.

Leave Time

The paid time off (“PTO”) Plan provides 21 business days total leave annually. PTO is defined as paid time for vacation, professional or sick leave. Residents must comply with policies regarding notification of illness related absences to qualify for sick leave pay. PTO is not cumulative from year to year and requires the Program Director’s approval for use. Unused PTO will not be paid out at the end of the academic year. Other medical or personal unpaid leave may be granted with the approval of the Program Director, consistent with the Accreditation Council for Graduate Medical Education (ACGME) and relevant certifying board regulations, as applicable, only after all PTO time has been exhausted. Makeup time and/or repeat of training is determined by the Program Director consistent with the ACGME regulations. For further information on medical leave, family medical leave, personal unpaid leave, administrative leave or military leave, please refer to the Leaves of Absence section of the Personnel Manual.

There are ten (10) scheduled holidays when The Family Medicine Center is closed. Residents scheduled for on call duty on these scheduled holidays receive no compensatory time off. Residents are expected to be available for patient care duties on days when The Family Medicine Center is closed because of inclement weather. Residents will not be time compensated for working on these designated inclement weather days. There is one “floating holiday” per year that can be taken with prior approval. Residents will take the floating holiday during an elective rotation (see the Personnel Manual for information on the floating holiday).

For further information on medical leave, family medical leave, personal unpaid leave, administrative leave or military leave, please refer to the Leaves of Absence section of the Personnel Manual. As required by the American Board of Family Medicine, any time away from the residency program, including maternity leave, vacation and sick leave, which exceeds 30 calendar days or 21 working days total annually, must be made up and added to the projected date of residency completion.

Resident Responsibilities

By accepting this appointment, you agree to:

- Abide by all rules and regulations of the Duke/ Southern Regional AHEC Family Medicine Residency Program, Resident Manual, Personnel Manual or any rules now existing or hereafter promulgated by the FAHEF, Inc Board of Trustees or the Duke/Southern Regional AHEC Family Medicine Residency faculty
- Perform duties delegated to you as a Family Medicine Resident in a manner satisfactory to the Program Director.
- Know and comply with residency duty hours requirements. This includes accurate and thorough reporting of duty hours weekly in New Innovations and making schedule adjustments when requested to do so to ensure compliance. For further information refer to the Residents' Manual.
- Adhere to the educational and clinical practices, policies and procedures, and rules and regulations governing the practice of medicine and personal conduct of Cape Fear Valley Health System, Womack Army Community Hospital, Scotland Memorial Hospital and any other institutions to which you may be assigned.
- Notify the faculty immediately of any contact you receive by any state medical licensing Board or legal representative of any third party in a matter relating to your professional practice. A failure to do so will result in disciplinary action up to and including termination from the residency.
- It is an expectation that all faculty, staff and residents contribute to a positive work environment. You must know and comply with the policies addressing diversity, business and patient care ethics and conduct, confidentiality, employee conduct and dress requirement, physician impairment, sexual and other unlawful harassment, sexual misconduct, drug and alcohol use, healthcare of residents and accommodation of disabilities in the Personnel Manual and the Residents' Manual.
- First year residents are required by the North Carolina State Board of Medical Examiners to obtain a medical training license. Southern Regional AHEC requires that you obtain the medical training license prior to beginning residency. It is also required that upon eligibility (completion of first year training) you must obtain a full North Carolina medical license for which fees will be reimbursed by Southern Regional AHEC as long as it is obtained within six months of attaining eligibility. If, for any reason, the license is suspended or revoked by the North Carolina Medical Licensing Board, this agreement will immediately terminate.
- You are required to obtain and maintain resident medical staff privileges at Cape Fear Valley Health System, and if for any reason these privileges are suspended by the hospital, this agreement will be immediately terminated.

Moonlighting

The practice of moonlighting is not permitted for PGY 1 residents. For PGY 2 & 3 residents moonlighting is permitted in the Duke/Southern Regional Family Medicine Residency Program but is not required. Residents must have a full North Carolina license to be eligible to moonlight. Training licensees are not eligible to moonlight. The written approval of the Director of the Family Medicine Residency Program is required prior to undertaking any moonlighting activity and she/he is to be notified each month of any moonlighting activity. Written approval will be granted on a month to month basis and will become a part of the resident’s file. Any moonlighting hours worked must be included as duty hours worked and must not create a violation of duty hours restrictions. The professional liability insurance provided by Southern Regional AHEC **does not** cover moonlighting activities. The resident is responsible for providing documentation that the moonlighting activity will be adequately covered with professional liability insurance in order to receive approval. Moonlighting activities must not interfere with or adversely affect the performance of the resident in the Family Medicine Residency Program. The performance of residents participating in moonlighting activities will be monitored for the effect of these activities. Approval for moonlighting will be immediately terminated should, in the sole judgment of the Program Director, it result in any adverse effect on the resident’s performance.

Please sign and return one copy of this letter within ten (10) days.

Sincerely,

Sushma Kapoor, MD
Director, Duke/Southern Regional Family Medicine Residency Program
Vice President Clinical Education and Services

I acknowledge that I have read this letter of agreement and I agree to its terms. I hereby accept the appointment in the Duke/Southern Regional Family Medicine Residency Program.

Signature

Date