

AGREEMENT OF APPOINTMENT TO RESIDENCY

For [Name]

[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 [Dates] 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 requirements of Accreditation Commission for Graduate Medical Education with Osteopathic Recognition. 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 three (3) 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 15th. 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.

Family Medicine Residency
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SR-AHEC.org

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. Intern residents are provided two white lab coats. PGY-2 and PGY-3 residents are provided one white lab coat or one set of scrubs annually.

The Southern Regional AHEC Family Medicine Residency Program will provide reimbursement of expenses associated with attending professional meetings not to exceed \$1,000.00 for first year residents. Funds not used by the end of the contract year cannot be carried over to the next year. The Program Director must approve all Continuing Medical Education meetings prior to attendance.

Either the AAFP or ACOFP Board Review Self-Study course will be paid for all third-year residents for board preparation. The course is virtual; and therefore, travel expense nor lodging will not be paid or reimbursed. Third year residents may take the ABFM and/or the ACOFP specialty board certification exam in their final year of residency. SR-AHEC will reimburse for the cost of taking one exam, either ABFM or ACOFP, but not both exams.

Should the need arise the 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 20 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 of Graduate Medical Education requirements and relevant certifying board regulations, as applicable. 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 Policy for Vacation and Time Away from Residency, Policy FMR-24.

PTO requests must be submitted electronically using the Time Away Request form; which is automatically routed to the approving personnel. All PTO and educational leave **must be** scheduled 3 blocks in advance according to the block schedule. PTO and educational leave requests submitted less than 3 blocks in advance may not be approved but could be considered on an individual basis depending upon the circumstances.

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 on rotations that require them to be there. 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 are two “floating holiday” per year that can be taken with prior approval. Residents will take the floating holidays during an elective rotation (see the Personnel Manual for information on the floating holiday).

USMLE Step 3/COMLEX 3 Exam

All PGY-1 residents are required to register for their USMLE Step 3 or COMLEX 3 exam by December of their intern year. You will not be promoted to PGY-3 without a passing score.

Resident Responsibilities

By accepting this appointment, you agree to:

- Abide by all rules and regulations of the 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 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 work hours requirements. This includes accurate and thorough reporting of work hours weekly through 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. Residents are eligible after completion of their first year of residency to obtain a full North Carolina medical license. Fees will be reimbursed by Southern Regional AHEC if 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 Southern Regional AHEC 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. Any moonlighting hours worked must be included as duty hours worked and must not create a violation of the duty hour restrictions. The written approval of the Program Director 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. The professional liability insurance provided by Southern Regional AHEC and the DEA number provided by Cape Fear Valley Hospital **do not** cover moonlighting activities. The resident is responsible for providing documentation that the moonlighting activity will be adequately covered with professional liability insurance and prescribing privileges 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 results in any adverse effect on the resident's performance.

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

Sincerely,

Program Director

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

Signature

Date

SAMPLE