Carilion Clinic Resident Contractual Agreement

I, Jane Smith Doe, accept appointment as a 3rd year Resident in Cardiology with Carilion Clinic from July 1, 2022 through June 30, 2023, unless terminated earlier pursuant to the terms of this agreement.

I will conscientiously fulfill my responsibilities and obey all applicable rules, regulations, and policies of Graduate Medical Education and the hospitals, medical staff and educational affiliates of my program. I will not prematurely resign my appointment except for reasons of health or circumstances over which I have no control; or by mutual agreement with Carilion Clinic. I will adhere to all policies referenced in this agreement. I understand and agree that my appointment is contingent upon my ability to begin on a timely basis and that if I am unable to begin work within sixty (60) days of the start date, I will be deemed to have resigned my appointment.

I understand that I must meet all eligibility requirements for employment. I further understand that a criminal background check will be conducted before my arrival at Carilion Clinic. A successful background check is needed for acceptance into the residency program.

I accept the following responsibilities:

- A. Develop a program for professional growth with guidance from the teaching staff
- B. Participate in safe, effective, and compassionate care under supervision, commensurate with my level of advancement and responsibility
- C. Participate fully in the educational activities of the program and assume responsibility for teaching and supervising other residents and students
- D. Participate in committees, institutional programs, and activities involving the Medical Staff, when assigned by the program
- E. Adhere to established practices, procedures, and policies of the institution and at all participating sites and participate in committees as requested
- F. Utilize cost containment measures in the provision of patient care where medically appropriate
- G. Participate in the required documentation and compliance with clinical and educational work hour regulations
- H. Obtain a training license to practice medicine in the Commonwealth of Virginia

I understand that failure to meet these responsibilities may result in sanctions, suspension, probation or dismissal.

Conditions for reappointment and promotion require satisfactory completion of the training period and fulfillment of the requisites of the program and institution (Carilion Clinic) signifying readiness to progress to the next level of the program. The USMLE/COMLEX Part 3 exam must be taken in the first twelve months of residency at the resident's expense. Successful completion of the USMLE/COMLEX Part 3 Exam is required within the first 18 months of residency in order to be reappointed.

In case of non-renewal or termination, appropriate redress is offered (see Redress of Grievances Policy).

Carilion Clinic agrees to provide:

- A. Annual stipend no less than: \$41,234.56 payable bi-weekly.
- B. Health insurance as set forth in the applicable Summary Plan Description ("SPD") the Carilion Clinic Medical Plan is effective on the first official day of employment. The Carilion Clinic Medical Plan premium is subsidized in part by Carilion Clinic, but residents will be responsible for the payment of partial premiums.
- C. Dental insurance as set forth in the applicable SPD basic coverage for the Resident and qualifying family members is paid by Carilion Clinic. Comprehensive coverage requires premium to be paid by the resident.
- D. Salary continuation for up to 150 days per rolling contract year for covered illness and/or injury (see Leave of Absence Policy).
- E. Eligibility for long-term disability as set forth in the SPD.
- F. Group life insurance of one and one-half times annual salary and payable as set forth in the applicable SPD
- G. Carilion provides, under its corporate medical professional and general liability insurance program, claims-made insurance coverage with respect to all clinical activities and employment activities undertaken by residents under the aegis of the educational program. This claims-made coverage includes an extended reporting endorsement ("tail coverage"), which is of a continuous nature and unlimited in duration.
- H. A minimum of two calendar weeks of vacation and seven additional days off, usually taken during winter holiday, for a total of twenty-one days to be utilized in accordance with the department-specific Vacation Policy (see Vacation Policy). Unused vacation and days off do not carry over to a subsequent program year and expire on a resident's last day in the respective program.
- I. Parking in designated areas without charge.

- J. Call rooms along with meals, subject to specified dollar limits, for designated resident groups.
- K. Uniform jackets

Call and clinical and educational work hours are consistent with ACGME standards, as applicable. Program Offices will provide residents with Program appropriate clinical and educational work hour policies and procedures (see Clinical and Educational Work Hour Policy).

Individual programs provide a description of the educational program, educational leave for upper-level residents, rotations, call responsibilities, and policies concerning leave, evaluation, reappointment, and advancement.

First year residents may not engage in extramural clinical activities ("moonlighting"). After successful completion of the first year, moonlighting may be permitted at a frequency and at locations approved by the Program Director and Carilion Clinic. All moonlighting hours must be reported in weekly clinical and educational work hour submissions. Residents are required to disclose moonlighting activities to their Program Director. Carilion Clinic's professional liability insurance does not cover such professional activities by residents when moonlighting outside of Carilion Clinic facilities. The DEA number for Carilion Medical Center is to be used for approved program activities and cannot be used for moonlighting. A resident must apply for a federal DEA license in order to practice outside the educational program (see Moonlighting Policy).

Carilion Clinic has formal policies for discipline and Redress of Grievances. Oversight is the responsibility of the Graduate Medical Education Committee. The discipline policies cover such things as academic remediation, administrative sanction, appeal process, institutional probation, institutional suspension, non-renewal of contract, and dismissal (see Discipline Policies and Redress of Grievances Policy).

Carilion Clinic has a formal policy prohibiting workplace harassment, including sexual harassment (see Harassment Policy).

Carilion Clinic has a Drug Free Workplace Policy. Residents undergo a post-offer health assessment, including a test for illegal drugs. A positive result may result in revocation of this appointment and immediate termination of this agreement (see Drug Free Workplace Protocol Policy).

Carilion Clinic recognizes the need for residents in Medical Education to occasionally request an extended period of time away from work during the course of employment. Carilion Clinic has a Leave of Absence Policy, including Family Medical Leave benefits applicable to residents. Taking a leave of absence may impact the resident's ability to achieve minimum program duration standards set by the applicable board, which may result in the need to extend the resident's training program (see Leave of Absence Policy).

Carilion Clinic provides residents and their families with an Employee Assistance Program ("EAP"). EAP offers a variety of counseling services, including family and personal counseling, stress management, and substance abuse. Carilion Clinic has a formal policy on Well-Being (see Well-Being Policy).

Carilion Clinic has a formal policy on resident and fellow impairment (see Impaired Resident and Fellows Policy).

In the event that Carilion Clinic would need to reduce the size or close a residency program, residents would be informed as soon as possible. For residents already in the program, Carilion Clinic would make every reasonable effort to allow the resident to complete their education or be assisted in enrolling in an ACGME accredited program in which they can continue their education (see Program Closure and Reduction Policy).

Carilion Clinic does not require residents to sign a Restrictive Covenant, guaranteeing non-competition (see Non-Competition Policy).

I have read, understand and agree to adhere to the applicable policies and procedures.

All Graduate Medical Education policies referenced in this contract can be accessed on the Internet at: https://www.carilionclinic.org/gme-forms#policies

Once you receive your Carilion Clinic employee access, you may access all Carilion Clinic policies on the Carilion Clinic Intranet at: https://insidecarilion.org

Information related to eligibility for Specialty Boards can be found at: https://www.abms.org/board-certification/board-certification-requirements/

Jane Smith Doe Trainee Signature

Current Address: 123 My Road Ann Arbor, MI 48130

Arthur T. Ollendorff, M.D. Designated Institutional Official, Carilion Clinic

Rhonda Miller, MBA Senior Director, Graduate Medical Education Carilion Clinic