

**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 trainee’s (the “Trainee”) appointment to a training program that is: 1) approved by the Accreditation Council for Graduate Medical Education (“ACGME”) or Commission on Dental Accreditation (“CODA”), or is a training program for individuals who have completed a Doctor of Philosophy, and 2) is sponsored or co-sponsored by UNC Hospitals.

TRAINEE: **NAME**

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

PROGRAM TRAINING LEVEL: **PGY**___

DURATION OF APPOINTMENT AGREEMENT: **July 1, 2023** (the “Appointment Date”) to **June 30, 2024**

ANNUAL SALARY: **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 Trainee each agree as follows:

1.0 TERMS OF APPOINTMENT

1.1. **Duration.** The duration of this Agreement shall not exceed twelve (12) months. Modification of this Agreement for any reason must be in writing. The foregoing notwithstanding, this Agreement shall expire automatically upon the Trainee’s completion of the training program and may otherwise be terminated as set forth herein.

1.2. **Credentialing Conditions Precedent.** As a condition precedent to appointment, the Trainee 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 Trainee 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, along with all documents required therein.

1.2.2. 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 Trainee’s removal from payroll and may result in this Agreement being declared a nullity by UNC Hospitals.

1.2.3. If the Trainee is an international medical school graduate, current, and valid ECFMG Certificate.

1.2.4. For physician trainees, an active registered license to practice medicine in the State of North Carolina, and for dental trainees, an active registered license to practice in the State of North Carolina.

1.2.5. 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.

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

1.2.7. Failure to submit the required credentialing documentation by deadlines outlined by the GME Office and prior to the Appointment Date may result in a delay in the Trainee's start date, potential extension of contract dates, and pay and potentially the nullification of this Agreement. A Trainee will not be appointed and may not work in any capacity (including "shadowing") 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 Trainee 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' Policies and all applicable federal, state, and local laws and regulations concerning infection control and epidemiology;

1.3.3. being in sufficient physical and mental condition to perform the essential functions of appointment with or without reasonable accommodations, as further described in applicable GME and UNC Hospitals' Policies; 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 Trainee 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 Trainee covenants to hold harmless UNC Hospitals, its officers, directors, or other personnel for good faith compliance with such requests for information. The Trainee expressly authorizes anyone with pertinent information to provide such information to anyone as required or authorized by law or by any accreditation body, or that may be relevant to an authorized evaluation of their professional, moral and ethical qualifications. The Trainee hereby releases from liability any and all individuals and organizations who provide, in good faith and without malice, such information, including otherwise privileged or confidential information protected by state or federal law. This covenant shall survive termination or expiration of this Agreement.

The Trainee hereby authorizes UNC Hospitals to disclose Trainee's personal immunization status and/or immunization records (including an exemption status, if applicable) to any clinical entity which provides an educational experience for UNC Hospitals sponsored training 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 Inapplicable.** Notwithstanding any other provision of this Agreement, the Trainee acknowledges and agrees that the training program is a combination of a program of education and employment, and this Agreement does not create and shall not be interpreted to create an employment relationship between The University of North Carolina Health Care System ("UNC Health") Health (of which UNC Hospitals is a member) and the Trainee beyond the duration of this Agreement. Furthermore, this Agreement does not confer upon the Trainee any rights or obligations under UNC Hospitals' Medical Staff Bylaws, and the Trainee's participation in a UNC Hospitals training program(s) does not guarantee or imply the Trainee, at any time, any right to a medical staff appointment at UNC Hospitals, any employment by or at UNC Hospitals or UNC Health not expressly contemplated by this Agreement, any rights

under the UNC Hospitals' Medical Staff Bylaws, or any employment by any of the physician practices affiliated with UNC Hospitals.

2.0 UNC HOSPITALS' RESPONSIBILITIES

UNC Hospitals declares that the purpose of its training programs is educational and employment in nature 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 salary 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 trainees); health insurance; and any other benefits as specified on UNC Hospitals GME Benefit Guide and related applicable policies, practices, procedures, rules, bylaws, and the regulations of UNC Hospitals, UNC Health (of which UNC Hospitals is a member), the UNC School of Medicine or UNC School of Dentistry Department(s) to which the Trainee is assigned, and the Medical or Dental Staff bylaws, as appropriate. Current applicable UNC Hospitals Graduate Medical Education policies, practices, procedures, rules, and regulations as they may be amended from time to time ("GME Policies"), can be found online on the UNC MedHub Residency Management Platform ("MedHub"), as well as on PolicyStat on the UNC Medical Center Intranet and are incorporated herein by reference as if fully set forth herein. In addition, the terms of each applicable UNC Hospitals' and UNC Health policy, practice, procedure, rule, bylaw, and regulation (collectively, "UNC Hospitals' Policies"), including but not limited to those expressly referenced in this Agreement, are herein incorporated by reference as if fully set forth herein;

2.3. to use its best efforts, within available resources, to provide the Trainee 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 Trainee 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 a Trainee's license to practice medicine or dentistry as part of the Program;

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

2.6. to maintain a clinical learning environment conducive to the physical and mental health and well-being of the Trainee;

2.7. to provide the following services: access to adequate and appropriate food and sleeping quarters to Trainees 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 Trainee on a regular and periodic basis. The Program Director shall present to and discuss with the Trainee 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 evaluation and review of the Trainee'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 Trainee's responsibilities contained herein, furnish to the Trainee a Certificate of Completion of the Program;
- 2.11. 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. Any trainee who believes they have been subjected to discrimination or harassment or has witnessed discrimination or harassment should contact their Program Director or the Office of Graduate Medical Education or call the GME Hotline at (984) 974-2620, or should submit a report through the UNC Health Compliance Office online portal;
- 2.12. to consider requests for reasonable accommodations made by trainees with known disabilities who can meet the clinical and academic requirements of their training program as set forth by its respective ACGME or CODA Residency Review Committee, as applicable. Trainees 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 Trainee shall adhere to the applicable GME and/or UNC Hospitals' Policies when making such requests or providing necessary documentation;
- 2.13. to provide a procedure for the Trainee to seek resolution of grievances relating to their appointment or responsibilities, including any difference between the Trainee 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 applicable GME Policies.

3.0 TRAINEE RESPONSIBILITIES

The Trainee agrees to:

- 3.1. comply with UNC 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 training 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 psychologic 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 training program and, as required, assume responsibility for teaching and supervising other trainees and students;
- 3.5. participate in safe, effective, and compassionate patient care under supervision, commensurate with their level of advancement and responsibility;
- 3.6. perform satisfactorily and fulfill the educational and clinical responsibilities of the training Program requirements (as determined by the Program Director) and to the best of their ability perform the customary services of a Trainee;
- 3.7. accept the duties, responsibilities, and rotations assigned by the Program Director at UNC Hospitals and other facilities affiliated with the training 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 UNC Hospitals Policies, the training program, and any other hospital or clinic to which the Trainee is assigned during the term of the training program. This includes, but is not limited to, the GME Policies concerning: duty hours; moonlighting; substance abuse or other impairment in the workplace (“fit for duty”); grievance procedures, including those concerning the work environment; eligibility and selection; leaves of absence, including the effect of the leave of absence on satisfying the criteria for completion of the training program and eligibility for certification by the relevant certifying board; accommodation of trainees with disabilities; medical (or dental) license requirements; program closure/reduction; restrictive covenants; reappointment, non-reappointment, and dismissal; Family Medical Leave; Paid Parental Leave; confidential support services; academic and performance problems; and PTO (“Paid Time Off”); in addition to all Program policies and procedures, as may be amended from time to time. This also includes conformance with any of UNC Hospitals’ policies that are applicable to trainees, including, but not limited to, UNC Hospitals’ policies concerning: unlawful harassment; disruptive and inappropriate behavior; workplace violence; criminal activity and off-duty conduct; social media; and required LMS training, all of which may be found on the UNC Hospitals intranet site in PolicyStat. The Trainee understands and agrees that failure to obey, adhere to and comply with any such applicable policy ultimately may result in dismissal from the training program;
- 3.10. accurately and appropriately complete all patients’ medical records within the time period specified by UNC Hospitals;
- 3.11. engage in ethical, moral, and professional conduct in keeping with their position as a physician, non-physician pathologist, 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 Trainee 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 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. if applicable, register and annually maintain their 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 trainee’s birthday triggers the annual need to renew with the Medical Board and January 1st of each year triggers the annual need to renew with the Board of Dental Examiners). The Trainee understands that failure to obtain and maintain valid licensure annually will result in the Trainee being removed from clinical duties and forfeiting the trainee’s pro rata salary payments during the time their 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 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 Trainee agrees not to communicate with any inquiring private attorney or any members of the press except merely to refer such private attorneys to the UNC Hospitals’ Legal and Risk Management Department and to refer the press to the Public Affairs Office;
- 3.20. access their UNC Health email account and the current electronic Residency Management System (e.g., MedHub 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 Trainee'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 Trainee or other health care provider.

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; and (c) preparation for litigation, whether or not the Trainee is a named party to that litigation;

3.24. agree to and perform the pre-appointment controlled substance testing prior to the Appointment Date, and by the deadlines communicated by the GME Office. Failure to agree to and perform the pre-appointment controlled substance testing prior to the Appointment Date shall result in a delay in the Trainee'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 applicable GME and/or UNC Hospitals Policies) to ensure that the Trainee is physically, mentally, and emotionally capable of performing essential duties. Further, the Trainee agrees to continue to meet UNC Hospitals' and the state's standards for immunizations in the same manner as all UNC Hospitals personnel. The Trainee authorizes results of all examinations referenced in this subsection to be provided to UNC Hospitals' Occupational Health Services. The same requirements concerning the Trainee's health status that applied at the time of the Trainee's initial appointment shall apply thereafter and shall constitute a continuing condition of this Agreement and the Trainee's appointment to their Program unless UNC Hospitals changes these requirements subsequent to the Appointment Date hereof (through written notice to the Trainee of such change);

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

3.26. return, at the time of the expiration, in the event of termination of this Agreement, or upon UNC Hospitals' request, all UNC Hospitals' property, including, but not limited to, books, equipment, computer, pager, name badge, uniforms; complete all necessary records; settle all professional and financial obligations; and complete the Graduate Medical Education clearance process; 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 Trainee shall perform their duties under this Agreement during such hours as the Program Director may direct in accordance with the GME, UNC Hospitals, ACGME, CODA and Program-specific Policies. GME Policies concerning duty hours incorporate the ACGME or CODA requirements for trainee duty hours and directly address the physical and emotional well-being of the Trainee, promote an educational environment, and facilitate patient care. Duty hours, although subject to modification and variation depending upon the clinical area to which the Trainee 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 Trainee via MedHub 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 applicable GME and/or UNC Hospitals' Policies, the Trainee 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 Trainee to notify the Office of Graduate Medical

Education, who shall inform the Designated Institutional Official and the Chief Medical Officer, who shall take the necessary steps to reconcile or cure the raised inconsistency.

4.3. Moonlighting. Extracurricular professional activities (“moonlighting”) are inconsistent with the educational objectives of Program requirements as specified by the ACGME or CODA, and, therefore, are prohibited unless they meet the conditions described in the GME Policies on moonlighting. All moonlighting activities must be reported to the Program Director. No Trainee may begin to moonlight until approved to do so in writing by their Program Director, Chair of the Department, and Graduate Medical Education Moonlighting Committee, and approval to moonlight may be withdrawn under appropriate circumstances. Moonlighting activities may be inconsistent with sufficient time for the rest and restoration that promote the trainee’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 Trainee with financial support and benefits in the following areas as described:

5.1. Salary. The annual salary is payable in 26 biweekly installments. This shall be the Trainee’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 Trainee 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. GME’s policies regarding trainee 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 Trainee expressly acknowledges that additional training and extension of their appointment agreement 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 Trainee shall be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board.

5.4. Professional Liability Insurance. The UNC School of Dentistry shall provide each dental trainee with professional liability insurance coverage while the Trainee is acting within the scope of their assigned Program activities, consistent with the coverage provided to other dental/professional practitioners. As a condition of maintaining this benefit, the dental Trainee must comply with the rules promulgated by the School of Dentistry and the insurance provider from which the policy is purchased. For all other Trainees within the scope of this Agreement, UNC Hospitals shall provide the Trainee with professional liability insurance coverage while the Trainee is acting within the scope of their 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 Trainee is enrolled in the Program, regardless of when the claim is actually reported or filed. As a condition of maintaining this benefit, the Trainee must comply with the rules set forth above, and the Liability Insurance Trust Fund Memorandum of Coverage. 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 Hospitals’ GME website.

5.5. Other Benefits. Additional benefits available to Trainees employed by UNC Health are listed below. Details regarding benefits available to GME appointees employed by entities other than UNC Health are available from the employer.

5.5.1. Health and Dental Benefits. There is a medical plan as well as a dental plan from which the Trainee may choose. It is the Trainee’s obligation to select and enroll in the benefit program(s) they desire. 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 Trainee is covered with life insurance in the amount equal to 1 times their 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 Trainee. There is also a life insurance benefit provided for the Trainee's spouse and dependent children at the Trainee's cost. Coverage for such benefits shall begin upon the Appointment Date.

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

5.5.6. Confidential Support Services. The Trainee has access to appropriate and confidential counseling, medical, and psychological support services through: (a) the Employee Assistance Program (EAP) available through the UNC Health Human Resources Department, (b) the North Carolina Physicians Health Program (NCPHP) (for physician trainees), which can be reached at (919) 870-4480, (c) the GME Hotline, which can be reached at (984) 974-2620, (d) the UNC Health Compliance Office, which can be reached through 1-(800) 362-2921, and (e) the 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 as permitted by law or other applicable accreditation standard. Any such change cannot be made without first advising the affected insured.

5.5.8. Unemployment Benefits. Trainees 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) in accordance with the applicable GME Policies.

7.0 REAPPOINTMENT AND NON-REAPPOINTMENT

In accordance with the applicable GME policies, UNC Hospitals or the Program Director may elect not to reappoint the Trainee to the Program, not to renew the GME Appointment Agreement, or not to promote the Trainee to the next level of training.

When non-reappointment is based on reasons other than the Trainee's performance or their 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 GME Policies.

8.0 NONSOLICITATION

The Trainee 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 Trainee shall not knowingly and directly solicit any patient of UNC Hospitals or University of North Carolina Health Care System (UNC HCS) with whom Trainee had contact during training to transfer their medical care from UNC Hospitals or UNC HCS to the Trainee or any entity with which the Trainee 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 Trainee. Subject to compliance with the above, UNC Hospitals shall hold the Trainee harmless with respect to patients leaving UNC Hospitals or UNC HCS under such circumstances.

9.0 MISCELLANEOUS

9.1. 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 with a written instrument duly authorized and executed by both parties or as provided herein.

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

9.3. 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.

9.4. 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.

9.5. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), the Trainee 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.

9.6. Sections 1.4, 1.5, 2.4, 2.9, 2.10, 3.10, 3.19, 3.21, 3.22, 3.23, 3.26, 5.4, 8.0, 9.1, 9.2, 9.3, 9.4, this Section, and any other provisions that by their terms are intended to survive, shall survive termination of this Agreement.

TRAINEE

**UNIVERSITY OF NORTH CAROLINA
HOSPITALS**

Signature: _____

Signature: _____

Print Name: _____

Kerry Thomas, MD
ACGME Designated Institutional Official
UNC Hospitals

Date: _____

Date: _____

Adopted and Approved by the Graduate Medical Education Advisory Committee September 17, 1997

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|------------------------|--------------------|-----------------------|-------------------|
| Revised and Approved: | November 4, 1998 | Revised and Approved: | October 21, 2009 |
| Revised and Approved: | February 9, 2000 | Revised and Approved: | March 16, 2011 |
| Reviewed and Approved: | November 15, 2000 | Revised and Approved: | January 18, 2012 |
| Revised and Approved: | November 14, 2001 | Revised and Approved: | November 28, 2012 |
| Revised and Approved: | December 19, 2001 | Revised and Approved: | December 18, 2013 |
| Revised and Approved: | October 16, 2002 | Revised and Approved: | May 21, 2014 |
| Revised and Approved: | November 19, 2003 | Revised and Approved: | October 21, 2015 |
| Revised and Approved: | September 15, 2004 | Revised and Approved: | February 15, 2017 |
| Revised and Approved: | September 21, 2005 | Revised and Approved: | January 15, 2020 |
| Revised and Approved: | September 20, 2006 | Revised and Approved: | January 21, 2021 |
| Revised and Approved: | September 19, 2008 | Revised and Approved: | March 7, 2022 |
| Revised and Approved: | October 15, 2008 | Revised and Approved: | February 2, 2023 |

Appendix 1
Post Graduate Year Salaries

Current Salaries

Post Graduate Level Annual Salary

I	\$58,587.36
II	\$60,676.72
III	\$62,872.68
IV	\$65,836.16
V	\$68,757
VI	\$71,400.68
VII	\$71,827.08
VIII	\$79,182.48

These salaries are effective July 1, 2023

Post Graduate Level Annual Salary

I	\$60,052.00
II	\$62,194.00
III	\$64,445.00
IV	\$67,482.00
V	\$70,476.00
VI	\$73,186.00
VII	\$77,174.00
VIII	\$81,162.00

Oral and Maxillofacial Surgery: The annual salary for PGY 1 Trainees in medical school equals \$0.

Pediatric Dentistry: all training levels are paid at \$30,000.