

RESIDENT AGREEMENT

This Agreement, dated the _____ day of _____, 20__ by and between **CHARLESTON AREA MEDICAL CENTER, INC.** ("CAMC") and _____, _____ ("Resident"), sets forth the terms and conditions of Resident's appointment by CAMC as a member of _____ (the "Department").

In consideration of the mutual promises contained herein and intending to be legally bound, CAMC and Resident each agree as follows:

1. Terms of Appointment

1.1 Commencement Date. Commencing on _____, 20__ (the "Commencement Date") Resident shall be appointed as a trainee at the _____ post-graduate level ("PGL") in CAMC's graduate medical education resident training program in Pharmacy Practice/Critical Care/Geriatrics (the "Program"), and shall have a program training level designation of PGL _____.

1.2 Term. This Agreement shall be effective for a maximum period of twelve (12) months, expiring on _____, 20__. Although the parties anticipate that Resident's appointment pursuant to this Agreement will continue for the full twelve (12) month term, this Agreement may be terminated by CAMC at any time for the grounds specified herein.

1.3 Conditions Precedent. As a condition precedent to appointment, Resident must provide appropriate credentialing documentation to CAMC prior to the Commencement Date. This Agreement shall automatically terminate and will not become

effective if Resident fails to provide CAMC with all of the following credentialing documentation required for certification of eligibility:

1.3.1 A letter of intent;

1.3.2 An official pharmacy school transcript[s], impressed with original medical school seal[s] (or a notarized copy of such transcript[s]);

1.3.3 A minimum of three (3) additional letters of reference. Such letters of reference must be written in English or be accompanied by certified translations;

1.3.4 Proof of legal employment status (i.e., birth certificate, passport, naturalization papers, valid visa, etc.);

1.3.5 Such other and further information that CAMC may request in connection with Resident's credentials;

1.3.6 Any document not printed in English must be accompanied by an acceptable original English translation by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to CAMC.

1.4 Physical Assessment and Immunization. After all other conditions precedent have been satisfied and Resident has been extended a conditional offer of appointment to the Staff, Resident must submit evidence that Resident has submitted to a pre-appointment physical examination and received the required immunizations prior to the Commencement Date in full compliance with CAMC's physical assessment and immunization policy and all

applicable federal, state, and local laws and regulations. Further, such evidence must demonstrate, on the basis of this overall health status assessment, that it has been determined that Resident is in sufficient physical and mental condition (as determined by a medical history, medical records, and medical examination) to perform the essential functions of appointment with or without reasonable accommodations.

2. Resident Responsibilities. In providing services and in participating in the activities of the Program, Resident agrees to do the following:

2.1 Perform Duties. Work as scheduled by CAMC and perform diligently and conscientiously those duties that may reasonably be assigned by CAMC to the best of Resident's ability. Resident understands and acknowledges that CAMC is the sponsor of the Program and operates the Program in affiliation with West Virginia University Board of Governors on behalf of West Virginia University ("WVU"), which provides clinical training and faculty supervision to residents participating in the Program. Resident also understands and acknowledges that CAMC contracts with CAMC Health Education and Research Institute, Inc. (the "Institute") for the Institute to manage and administer various aspects of CAMC's Program, and Resident agrees to recognize the Institute as CAMC's agent with respect to all aspects of CAMC's Program managed and administered by the Institute.

2.2 Policies. Obey and adhere to the applicable policies, practices, bylaws, rules and regulations (collectively the "Policies") of CAMC, the Institute, WVU, the Department, and the Pharmacy Staff of CAMC. Likewise, Resident shall obey and adhere to the corresponding Policies of all of the facilities to which Resident rotates. In case of any conflict between the Policies of CAMC and the Institute and any other Policies, the Policies of CAMC as Resident's employer and of the Institute as CAMC's agent shall control.

2.3 Laws. Obey and adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by the Joint Commission on Accreditation of Health Care Organizations ("JCAHO"), the Accreditation Council on Graduate Medical Education ("ACGME"), the American Society of Health-System Pharmacists ("ASHP") and any other relevant accreditation, certifying, or licensing organizations.

2.4 Activities. Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director and/or as necessary for the completion of applicable graduation requirements, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students, participate in assigned Institute, CAMC and Pharmacy committee activities and participate as appropriate in institutional programs and Pharmacy activities.

2.5 Education. Fulfill the educational requirements of the Program.

2.6 Courteous Attitude. Use Resident's best efforts to provide safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at CAMC hospitals and other facilities and rotation sites to which Resident is assigned.

2.7 Clinical Services. Provide Clinical services:

2.7.1 in a safe, effective and compassionate manner commensurate with Resident's level of advancement and responsibilities;

2.7.2 under appropriate supervision;

2.7.3 at sites specifically approved by the Program; and

2.7.4 under circumstances and at locations covered by the professional liability insurance maintained for Resident in accordance with Paragraph 5.4 below.

2.8 Professional Growth. Develop and follow a personal program of self-study and professional growth under guidance of the Program's teaching faculty.

2.9 Issues. Acquire an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine and graduate medical education training.

2.10 ASHP Accreditation. Fully cooperate with the Program, Institute, CAMC and WVU in coordinating and completing ASHP accreditation submissions and activities, including the legible and timely completion of patient medical records, charts, reports, duty logs, faculty Program evaluations, and/or other documentation required by ASHP, the Institute, CAMC, WVU, the Department, and/or the Program.

2.11 Health Information and Testing Requirements. Upon initial appointment at CAMC, Resident must provide all health information as may be required by CAMC for resident to perform assigned duties. Such information may be required upon notification of initial appointment at CAMC or may be required prior to the date of employment/assignment. Resident shall not assume on site duties without meeting all requirements defined by CAMC Employee Health and Safety policies. Non-compliance to such policies and/or failure to present required documentation will result in the cancellation of resident's appointment to the residency program.

Residents appointed to CAMC residencies will be required to meet all employee health requirements prior to assuming resident duties. Requirements include but are not limited to:

- 1) completion of the Health Assessment Form (Attachment A) is considered part of the resident contract. Upon appointment, residents must complete and return a completed signed contract including the Health Assessment Form. Failure to complete and

return the form shall result in voiding the resident agreement/contract;

2) submission of supplemental information or additional testing documentation as may be deemed necessary by the Employee Health Department;

3) completion of an on-site employee health evaluation that may include examination, immunization and/or and additional health testing as prescribed by the Employee Health department;

4) submission of drug testing for the purpose of determining drug use or alcohol abuse as required of all CAMC employees; and

5) other requirements as may be deemed necessary by the Employee Health Department upon initial appointment to the program.

All health information including on-site examination, immunization and testing results shall become part of the Employee Health record at CAMC.

2.12 Periodic Testing. Subsequent to the Commencement 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 CAMC or the Institute to ensure that Resident is physically, mentally, and emotionally capable of performing essential duties and/or as are otherwise necessary to the operation of the Program. Further, Resident agrees to continue to meet CAMC's, the Institute's and

the State of West Virginia's standards for immunizations in the same manner as all other CAMC personnel. The results of all examinations shall be provided to the CAMC Employee Health Office. The same requirements concerning Resident's health status that applied at the time of Resident's initial appointment shall apply thereafter and shall constitute a continuing condition of this Agreement and Resident's appointment to the Staff unless CAMC or the Institute changes these requirements subsequent to the Commencement Date hereof.

2.12 Certification. Acquire and maintain life support certification(s).

2.13 Property. Return, at the time of the expiration or in the event of termination of this Agreement, all CAMC, Institute or WVU property, including but not limited to books, equipment, papers and uniforms; complete all necessary records; and settle all professional and financial obligations.

2.14 Survey, Reviews, etc. Cooperate fully with all CAMC, Institute, WVU, Department and Program surveys, reviews, and quality assurance, performance improvement and credentialing activities, and submit to the Program Director or other person designated by CAMC or the Institute at least annually, confidential written evaluations of Program faculty and educational experiences.

2.15 Reporting. Report immediately (a) to the Office of the General Counsel of CAMC, any inquiry by any private or

government attorney or investigator or (b) to the President of the Institute any inquiry by any member of the press. Resident agrees not to communicate with any inquiring non-governmental attorney or investigator or any member of the press except merely to refer such attorneys and investigators to CAMC's Office of the General Counsel and to refer the press to the President of the Institute.

2.16 Discharge of Patients. Cooperate fully with CAMC and CAMC administration, including but not limited to the Departments of Nursing, Medical Affairs, Financial Services and Social Services, the Department, and CAMC staff, in connection with the evaluation of appropriate discharge and post-hospital care for CAMC patients.

2.17 Compliance. Maintain familiarity with and adhere to the compliance program of Charleston Area Medical Center Health System, Inc. and its subsidiaries, including the CAMC Health System Code of Ethical Conduct, all of which apply to CAMC employees and to CAMC and the Institute as subsidiaries of Charleston Area Medical Center Health System, Inc.

2.18 Discrimination and Sexual Harassment. Observe and comply with the Institute's and CAMC's institutional policies prohibiting discrimination and sexual harassment, which policies are found in the House Staff Handbook, available on-line.

2.19 Appearance. Present at all times a proper and professional appearance.

2.20 Information. Permit the Institute, CAMC and WVU to obtain from and provide to all proper parties any and all information as required or authorized by law or required by any accreditation body, and Resident covenants not to sue either the Institute, CAMC, WVU or their representatives, officers, trustees, directors, or other personnel for doing so. This covenant shall survive termination or expiration of this Agreement.

2.21 Effect of Non-Compliance. Failure to comply with any of the provisions of this Paragraph 2 governing "Resident Responsibilities" shall constitute grounds for disciplinary action, including Resident's suspension or termination from the Staff at CAMC's sole discretion.

3. Institutional Responsibilities. CAMC, and the Institute as CAMC's agent, have the following obligations:

3.1 Fee and Benefits. To provide the fee and benefits to Resident as outlined in Paragraph 5 below.

3.2 Education Training Program. To use its best efforts, within available resources, to provide an educational training program that meets ASHP accreditation standards.

3.3 Orientation. To orient Resident to the facilities, philosophies, rules, regulations, and policies of CAMC and the Institute and the Institutional and Program Requirements of ASHP.

3.4 Supervision. To provide or arrange for the provision of appropriate and adequate faculty and Pharmacy Staff supervision for Resident's educational and clinical activities.

3.5 Environment. To maintain an environment conducive to the health and well being of Resident.

3.6 To provide or arrange for the provision of the following services: patient and information support services; security; parking; adequate and appropriate food and sleeping quarters to residents on call duty at CAMC facilities. Food and sleeping quarters are only provided when residents are on call duty and are not provided at other times.

3.7 Patient Services. To provide patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with education objectives and patient care responsibilities.

3.8 Information Retrieval. To provide an effective laboratory and radiologic information retrieval system to provide for appropriate conduct of the educational programs and quality and timely patient care.

3.9 Medical Records. To provide a medical records system that documents the course of each patient's illness and care which is available at all times and is adequate to support the education of residents, support quality-assurance activities, and provide a resource for scholarly activity.

3.10 Security. To provide appropriate security and personal safety measures to residents in all locations including,

but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related clinical activities.

3.11 Evaluation. To evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of Resident on a regular and periodic basis. The Program Director shall present to and discuss with Resident a written summary of the evaluations at least once during each six (6) month period of training or as otherwise required by the RRC.

3.12 Counseling Services; Impairment. To facilitate access to appropriate and confidential counseling, medical and psychological support services. Applicable policy regarding physician impairment shall be included in the House Staff Handbook.

3.13 Review of Grievances. Provide a fair and consistent method for review of Resident's concerns and/or grievances, without reprisal, as set forth in the House Staff Handbook.

3.14 Certificate of Completion. Upon satisfactory completion of the Program and satisfaction of the Program's requirements and Resident's responsibilities contained herein, furnish to Resident a Certificate of Completion of the Program.

4. Duty Hours

4.1 Duty Hour Policy. Resident shall perform Resident's duties under this Agreement during such hours as the Program Director may establish from time to time. Resident will comply

with institutional and program policies and procedures governing Resident duty hours that support the physical and emotional well being of the Resident, promote an educational environment and facilitate patient care. Duty hours, although subject to modification and variation depending upon the clinical area to which Resident is assigned and/or exigent circumstances, shall at all times be in accordance with state, federal, and ACGME/ASHP requirements.

4.2 Call Schedules. Resident shall comply with the call schedules and policies as established by CAMC or as defined by the Pharmacy Program.

4.3 Inconsistency in Schedules. If a scheduled duty assignment is inconsistent with this Agreement or the Duty Hours Policy, Resident shall bring that 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 Resident to notify the Department Clinical Manager, or in the Department Clinical Manager's absence, CAMC's Director of Medical Education, who shall take the necessary steps to reconcile or cure the raised inconsistency.

4.4 Moonlighting. Resident acknowledges that CAMC does not require Resident to engage in any "moonlighting" activities (professional and patient care activities that are external to the educational program). Resident will comply with institutional and program policies and procedures governing moonlighting and assure

that moonlighting activities will not be inconsistent with sufficient time for rest and restoration to promote the Resident's educational experience and safe patient care. In fact, moonlighting by Resident is hereby expressly prohibited by CAMC unless the following conditions are met:

4.4.1 Permission to moonlight is granted in writing in accordance with the institutional moonlighting policy;

4.4.2 The Resident's Program Director acknowledges in writing that he or she is aware that Resident is moonlighting and this acknowledgement is included as part of Resident's file;

4.4.3 The assignment does not impinge upon the clinical performance or educational obligations of Resident;

4.4.4 Resident is licensed for unsupervised pharmacy practice in the state where the moonlighting occurs, provided that it shall be the responsibility of the institution hiring Resident to moonlight to determine whether such licensure is in place and whether Resident has the appropriate training and skills to carry out the assigned duties;

4.4.5 Resident's professional moonlighting activities are covered by professional liability insurance separately purchased by or on behalf of Resident, and provided further that the terms of such insurance are acceptable to CAMC and the Institute. Neither CAMC nor the Institute will provide professional liability insurance coverage for Resident's moonlighting activities, unless such activities are on behalf of

CAMC or the Institute and such coverage is extended to Resident in writing in a separate agreement with Resident, and it shall be the responsibility of the Resident to secure confirmation of liability coverage and the responsibility of institution hiring the Resident to moonlight to ensure adequate liability coverage is provided; and

4.4.6 Resident shall not examine any person or review any person's medical record for the purpose of expressing to such person, such person's lawyer or anyone else, an opinion about the quality or standard of care rendered to the person, without the advance written consent of the Institute's President and CAMC's Director of Medical Education.

5. **Financial Support and Benefits.** CAMC shall provide Resident with financial support and benefits including:

5.1 Fee. CAMC shall pay Resident a fee of _____ Dollars (\$_____) per annum, payable in bi-weekly installments. Except as permitted pursuant to Paragraph 4.4, Resident shall not accept from any other source a fee of any kind for services to patients or for other work performed as a medical provider or medical resident outside of the scope of this agreement unless authorized by CAMC. Resident may not independently seek external funding support for research and sponsored programs from granting/contracting organizations and must follow CAMC institutional policies regarding the application research and sponsored programs.

5.2 Bonus. CAMC, in consideration for the performance of Resident's Program obligations, may, in its sole discretion, pay Resident a bonus of _____ Thousand Dollars (\$_____) upon Resident's entry into the Program. If such a bonus is paid and Resident leaves the Program for any reason prior to completion of all Program requirements, Resident shall repay a pro rata portion of the bonus which shall be determined by multiplying the amount of the bonus by a fraction, the numerator of which shall be the number of months of the Program not completed by Resident and the denominator of which shall be the total months required for the Program. Resident's obligations contained in this Section 5.2 shall survive the expiration or termination of this Agreement.

5.3. Paid Time Off and Medical Leaves of Absence.

5.3.1 Paid Time Off. CAMC's policies regarding paid time off and medical leaves of absence shall comply with applicable laws, including but not limited to the Family Medical Leave Act. Copies of such policies are contained in the House Staff Handbook.

5.3.2 Leaves of Absence. Resident expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program requirements and/or for Board certification requirements. The amount of personal leave, leave of absence, or disability time that will necessitate prolongation of the training time for Resident shall be determined

by the Program Director and the requirements of the pertinent certifying Board. Copies of such policies are contained in the House Staff Handbook.

5.4 Professional Liability Insurance. CAMC shall provide or arrange for the provision of professional liability insurance, the limits of liability of which shall not be less than the minimum required of members of the Medical Staff of CAMC, but in no event less than One Million Dollars per occurrence, covering Resident against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of Resident's Program duties under this Agreement. Said insurance coverage shall be on an occurrence basis which will apply to any incident, claim, action, cause of action or event which occurred during the period of this Agreement, regardless of when the incident, claim, action, cause of action, or event is reported. Upon request CAMC shall provide detailed information to Resident regarding the institution's professional liability coverage. CAMC shall have the right to provide the foregoing coverage through a program of self-insurance. The professional liability coverage provided pursuant to this Agreement shall not cover Resident for activities outside the scope of Resident's obligations under this Agreement and may be rescinded by CAMC if Resident fails to comply with Resident's obligations under Sections 5.4.2 or 5.4.3 of this Agreement. In

connection with the professional liability coverage provided by CAMC:

5.4.1 Resident agrees to cooperate fully in any investigations, discovery, and defense that arises in connection with any claim.

5.4.2 If Resident receives, or anyone with whom Resident works or resides receives on Resident's behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or Resident's activities at CAMC facilities, Resident agrees to immediately report such receipt and deliver such documents to CAMC's Office of the General Counsel. Resident's obligations contained in this Section 5.4.2 shall survive expiration or termination of this Agreement.

5.4.3 Resident agrees to cooperate fully with the Institute and CAMC Administration, CAMC's Office of the General Counsel and all attorneys retained by that office, and all investigators, committees, and departments of the Institute or CAMC (including but not limited to Risk Management, Quality Assurance, Care Management, Human Resources, Corporate Compliance, Nursing, Safety and others), particularly in connection with the following: (a) evaluation of patient care; (b) review of an incident or claim; and/or (c) preparation for litigation, whether or not Resident is a named party to that litigation. Resident's

obligations contained in this Section 5.4.3 shall survive expiration or termination of this Agreement.

5.5 Benefits. Resident shall be entitled to benefits commonly provided by CAMC to other residents, which benefits shall include (but are not limited to) health insurance and disability insurance. A summary of such benefits shall be presented to Resident annually, in writing.

5.6 Discontinuation of Benefit. CAMC reserves the right to modify or discontinue any benefit provided to Resident hereunder at any time, upon notice to Resident, but any such change may be made on a prospective basis only.

6. Reappointment and/or Promotion. The maximum duration of this Agreement is for a period of twelve (12) months. Reappointment and/or promotion to the next level of training is in the sole discretion of CAMC and is expressly contingent upon several factors, including but not limited to, the following: satisfactory completion of all training components, the availability of a position, satisfactory performance evaluations, full compliance with the terms of this Agreement, the continuation of CAMC's and the Program's accreditation by ASHP, CAMC's financial condition, and furtherance of CAMC's and the Institute's objectives. In addition, Resident must comply with institutional requirements for advancement and promotion as outlined in the house staff handbook and other program requirements as defined by individual programs.

6.1 Not an Option to Renew. Neither this Agreement nor Resident's appointment hereunder constitute an option to renew or extend Resident's appointment by CAMC or a benefit, promise, or other commitment that Resident will be appointed to the Staff for a period beyond the expiration or termination date of this Agreement.

6.2 Notice of Non-Reappointment. In the event CAMC elects not to reappoint Resident to the Program and this Agreement is not renewed, CAMC shall use its best efforts to provide Resident with four (4) months' advance written notice of its determination of non-reappointment. However, if the primary reason(s) for non-renewal occurs within four (4) months prior to the expiration of this Agreement, CAMC will provide Resident with as much written notice of non-renewal as circumstances will reasonably allow prior to the expiration of this Agreement. CAMC shall not be held liable for breach of this Agreement if CAMC fails to provide any such notice, but Resident shall be permitted to initiate CAMC's grievance procedures as described in Section 7 of this Agreement.

6.3 Non-Reappointment Based on Resident Factors. When non-reappointment is based on Resident's unsatisfactory performance or noncompliance with the terms of this Agreement, CAMC's remediation and grievance policies may be invoked prior to any such determination being "final."

6.3.1 Definition of Remediation. Remediation is an initial course of action to correct deficiencies pertaining to

Resident's actions, conduct, or performance, which if left uncorrected may lead to non-reappointment or disciplinary action, but which are not yet serious enough to form an independent basis for corrective action, termination, or summary suspension.

6.3.2 Unsatisfactory Performance. In the event Resident's performance, at any time, is judged by the Program Director to be unsatisfactory or non-compliant with the terms of this Agreement, the Program Director shall notify Resident in writing of the nature of the unsatisfactory or non-compliant conduct or performance and assist Resident in developing a remediation plan designed to correct such performance or compliance issues.

6.3.3 Failure to Comply. Resident's failure to comply with the remediation plan or the continuation of actions, conduct, and/or performance by Resident that are deemed unsatisfactory or non-compliant by CAMC, shall be grounds for non-reappointment and/or disciplinary and corrective action. A determination by CAMC to commence disciplinary or corrective action under such circumstances is not grievable pursuant to CAMC's grievance policy.

6.4 CAMC or Program Closure. In the event that CAMC's hospital and/or the Program is closed, reduced or discontinued, CAMC will:

6.4.1 Inform Resident as soon as possible. If Resident is unable to complete Resident's training in the Program,

CAMC will make a good faith effort to assist Resident in enrolling in an ASHP accredited program in the same specialty at the appropriate PGL level;

6.4.2 Exercise proper care, custody and disposition of Resident's education records, and appropriately notify licensure and specialty boards; and

6.4.3 In the event the closure of CAMC's hospitals or the Program constitutes a "plant closing" or "mass layoff," CAMC shall comply with the Worker Adjustment and Retraining Notification Act, if required by law.

7. **Grievance Procedures.** Resident is encouraged to seek resolution of grievances relating to Resident's appointment or responsibilities, including any differences between Resident and CAMC, the Institute or WVU with respect to the interpretation of, application of, or compliance with the provisions of this Agreement, in accordance with the grievance procedures set forth in the House Staff Handbook.

8. **Termination by Resident.** Resident may terminate Resident's appointment at any time after notice to and discussion with the Program Director, Pharmacy Clinical Manager, and/or CAMC's Director of Medical Education, unless such discussion is waived by CAMC, on at least thirty (30) days' written notice to CAMC after such discussion or waiver.

9. **Event of Termination.** Upon such termination of appointment, Resident shall:

9.1 Receive Resident's fee up to the effective date of such termination, minus any monies owed to CAMC, including, but not limited to, repayment of the bonus;

9.2 Vacate housing provided by the Institute or CAMC, if any; and

9.3 Return to the Institute, CAMC or WVU all property owned by the Institute, CAMC or WVU before the close of business on the effective date of the termination of Resident's appointment and this Agreement.

10. Extension of Credit. If Resident's appointment is terminated, the Program Director shall recommend to CAMC whether or not to extend credit to Resident for participation in the Program; the Program Director is not obliged to recommend that such credit be extended and CAMC is not obliged to extend any such credit.

11. Reporting Obligations. CAMC will comply with the obligations imposed by state and federal laws and regulations to report instances in which Resident is not reappointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare.

12. Medicare Access to Records. Until the expiration of five (5) years after the furnishing of services hereunder, Resident shall make available, upon written request, to the Secretary of Health and Human Services or, upon written request, to the Comptroller General of the United States, or any of their duly-authorized

representatives, this Agreement, including all amendments hereto, and all books, documents and records of Resident that are or may be necessary to certify the nature and extent of costs for services provided hereunder. If Resident carries out any of its duties under this Agreement through a permitted subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of five (5) years after the furnishing of such services pursuant to such contract the related organization shall make available, upon written request, to the Secretary of Health and Human Services or, upon written request, to the Comptroller General of the United States, or any of their duly-authorized representatives, the subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of costs for services rendered pursuant to such subcontract. If and to the extent that this provision shall no longer be required by law or governmental regulation, this provision shall be of no force or effect.

13. Taxes. CAMC shall deduct appropriate items including FICA (Social Security) and applicable federal, state, and city withholding taxes from any fee and/or bonus paid Resident under this Agreement.

14. Entire Agreement. This Agreement, including any attachments and amendments hereto, 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 by a written instrument duly authorized and executed by both parties or as provided herein.

15. Notices. Any notices related to this Agreement shall be deemed proper if given in writing and hand delivered, sent via express or overnight delivery carrier, such as Federal Express, UPS or mailed, certified mail return receipt requested, with all postage or other charges prepaid and addressed as follows:

If to CAMC: Charleston Area Medical Center, Inc.
c/o Sharon Hall, President
CAMC Health Education and Research Institute
3110 MacCorkle Avenue, S.E.
Charleston, West Virginia 25304

If to Resident: _____

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia. Any action brought pursuant to this Agreement shall be brought in the state or federal courts located in Charleston, Kanawha County, West Virginia and the parties hereby consent to the jurisdiction and venue of such courts for such purpose.

17. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

18. Severability. 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.

19. Medical Records; Confidential Information; and Other Property. All medical records, histories, medical imaging data, and personal and regular files concerning patients consulted, interviewed, treated and cared for by Resident during Resident's employment by CAMC, shall belong to and remain the property of CAMC. Resident shall comply with all applicable laws and regulations relating to confidentiality of medical records, including but not limited to the Health Insurance Portability and Accountability Act and regulations promulgated pursuant thereto. These records shall remain on CAMC-controlled premises at all times. All property furnished by CAMC or the Institute hereunder, and all tangible work product including but not limited to all records, reports, correspondence, articles, studies, grants and results of all research conducted by Resident hereunder, or under Resident's supervision, shall be and remain the property of CAMC or the Institute. Upon expiration or termination of this Agreement, Resident shall completely divest and transfer to the Institute or CAMC all properties acquired during the term and all renewals hereof, including, but not limited to, the proceeds of any grants and the results of all research which might have been

conducted pursuant to Resident's employment, regardless of whether or not the same has been completed.

20. Confidentiality. The terms and provisions of this Agreement are confidential, and neither party hereto shall disclose them or any of them to any third party, other than its agents, attorneys or financial advisors, without the advance written consent of the other party, except under circumstances where disclosure is required by law or this Agreement. Resident shall maintain all patient records in accordance with all applicable laws and regulations pertaining to the confidentiality thereof.

21. Restrictive Covenants. Neither CAMC nor any CAMC Affiliate may require resident to sign a non-competitive guarantee as a condition of appointment to a CAMC sponsored residency program.

22. Assignment. Neither this Agreement nor any right or duty created hereunder may be assigned, delegated or subcontracted by Resident. CAMC may assign this Agreement, in whole or in part, to any affiliate of CAMC upon notice to Resident.

INTENDING TO BE LEGALLY BOUND HEREBY, CAMC has caused this Agreement to be signed by its duly authorized representative and Resident has signed his or her name, as of the date hereof.

CHARLESTON AREA MEDICAL CENTER, INC.

By: _____

Its: Agent

Date: _____

Resident

Date: _____

REVIEWED BY:

Print Name

Program Director

Department of _____

Date: _____