

**The Charlotte-Mecklenburg Hospital Authority  
d/b/a Atrium Health Cabarrus  
Concord, North Carolina**

**Sports Medicine Fellowship Agreement**

This Agreement (“*Agreement*”) is dated <<DATE>>, and is by and between **THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY d/b/a ATRIUM HEALTH CABARRUS** and «First\_Name» «Middle\_Name» «Last\_Name», «Degree» (“*Fellow*”), for Graduate Medical Training in Sports Medicine at the <<year>>level.

**Statement of Purpose**

ATRIUM HEALTH CABARRUS desires to appoint Fellow as a member of ATRIUM HEALTH CABARRUS’s House Staff participating in ATRIUM HEALTH CABARRUS’s graduate medical education Fellow training program and Fellow desires to accept such appointment, on the terms and conditions set forth in this Agreement. ATRIUM HEALTH CABARRUS is an affiliate of Atrium Health and, as such, adheres to certain Atrium Health policies and practices.

In consideration of the foregoing, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Duration of Appointment**

**1. Appointment and Term.** Subject to the terms and conditions of this Agreement, ATRIUM HEALTH CABARRUS hereby appoints Fellow as a member of ATRIUM HEALTH CABARRUS’s House Staff and assigned to the department of «Program» (“*Program*”) and Fellow desires to accept such appointment, commencing on <<DATE>> (first day of Orientation), or such later date that the conditions precedent set forth in Section 12 have been met, and ending on <<DATE>> (the “Term”), unless earlier terminated pursuant to Sections 14 and 15.

**Financial Support**

**2. Salary.** ATRIUM HEALTH CABARRUS shall provide to Fellow an *annual salary of* <<Salary>>, payable in biweekly installments in accordance with Atrium Health’s customary payroll practices. The annual salary may be increased by ATRIUM HEALTH CABARRUS from time to time. ATRIUM HEALTH CABARRUS may withhold from any amounts payable under this Agreement such federal, state and local taxes or other amounts required to be withheld pursuant to applicable law.

**Benefits and Professional Liability Insurance**

**3. Benefits.** During the Term, ATRIUM HEALTH CABARRUS shall provide Fellow and eligible dependents with health and dental insurance. AHC will also provide fellow life, disability, and professional liability insurance (including a reporting endorsement or “tail coverage”). ATRIUM HEALTH CABARRUS shall also provide leave of absence benefits in accordance with Atrium Health Policy HR-4.09 Medical & Family Medical Leave Act and counseling and psychological support services, as generally

made available to similarly situated employees of ATRIUM HEALTH CABARRUS from time to time. Leave that exceeds time allowed per academic year will require extension of training duration. Health, dental, life and disability insurance as well as professional liability insurance shall begin on the first day of the Term.

To assist with moving expenses, an additional salary payment of \$1,000 will be paid through payroll to the Resident after the first week of residency, contingent upon the Resident meeting all deadlines for submitting license applications and other materials requested by Hospital.

#### **Vacation/Sick & Continuing Medical Education and Leaves of Absence**

**4. Vacation/Sick and Continuing Medical Education.** Fellow is allowed a maximum of twenty (20) vacation/sick and five (5) days for continuing medical education during the Term. Such vacation/sick and continuing medical education days must be scheduled with the coordinator of the Program and otherwise taken in accordance with training program's rotation guidelines. Vacation/sick or continuing medical education days not taken during the Term may not be carried forward and shall expire if not used during the Term. No additional payments shall be made to Fellow for vacation/sick or continuing medical education days not taken upon termination of this Agreement or otherwise.

***Extended leave (including medical, parental and caregiver)*** will be granted in accordance with ACGME requirements, institutional, and program policies. Leave must be requested via Leave of Absence Request form available from Administration or in Fellowship Manual. At the time of leave request the resident will be notified of any impact on their ability to satisfy requirements for program completion.

#### **Work Hours & Supervision**

**5. Work Hours and Call Schedules.** Fellow shall perform his or her duties under this Agreement during such hours as the Program Director may direct in accordance with ATRIUM HEALTH CABARRUS's GMEC Institutional Policy entitled "***Work Hours Policy***," applicable federal, state and local laws, rules, regulations and policies, and ACGME requirements. If a scheduled duty assignment is inconsistent with such policies, laws, rules, regulations or requirements, Fellow shall bring such inconsistency to the Program Director as soon as possible who shall take the necessary steps to reconcile or cure such inconsistency.

**6. Moonlighting.** Moonlighting is defined as working for compensation in addition to performing the regular duties as a Fellow at ATRIUM HEALTH CABARRUS. Moonlighting is not encouraged but may be permitted when in compliance with ATRIUM HEALTH CABARRUS's GMEC Institutional Policy entitled "***Moonlighting Policy***" and must be preapproved by fellowship director.

**7. Faculty Responsibilities and Supervision.** ATRIUM HEALTH CABARRUS will provide, to the best of its ability, appropriate faculty supervision of Fellow at all levels of training to ensure that Fellow provides safe and effective care and ensure that Fellow is not subjected to responsibilities beyond his/her capabilities.

#### **Obligations & Accommodations**

**8. Obligations of ATRIUM HEALTH CABARRUS.** During the Term, ATRIUM HEALTH CABARRUS shall use its best efforts, with available resources, to provide an educational training program and environment that meets the applicable ACGME accreditation standards. In addition, ATRIUM

HEALTH CABARRUS shall provide Fellow with appropriate meals and sleeping quarters during such times as Fellow is taking formal night call, laboratory coats, and parking. ATRIUM HEALTH CABARRUS will provide to the Fellow all information related to his/her eligibility for specialty board examinations.

**9. Accommodation for Disabilities.** ATRIUM HEALTH CABARRUS will comply with all legal obligations to Fellows with disabilities. Procedures for accommodations are set forth in Atrium Health's Human Resource Policy (HR 4.02) entitled ***"Disabilities: Team Members & Persons Applying for Jobs."***

**10. Harassment and Discrimination.** ATRIUM HEALTH CABARRUS will not tolerate harassment or discrimination. See Atrium Health's Human Resource Policy (HR 5.07) entitled ***"Protection from Discrimination, Harassment and Retaliation"*** for further details.

### **Fellow Responsibilities**

**11. Certain Obligations of Fellow.** During the Term, Fellow shall do the following:

- a. Participate fully in the educational and scholarly activities of ATRIUM HEALTH CABARRUS's residency training program;
- b. Use his or her 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 ATRIUM HEALTH CABARRUS and Atrium Health;
- c. Provide clinical services commensurate with his or her level of advancement and responsibilities under appropriate supervision under circumstances and at locations covered by Atrium Health's professional liability insurance maintained for Fellow;
- d. Abide by all applicable federal, state and local laws, rules, regulations and policies, including the North Carolina Medical Board, as applicable, and other appropriate governmental agencies and departments and by the standards required to maintain accreditation by ACGME, the Residency Review Committee and the Joint Commission on Accreditation of Healthcare Organizations and any other relevant accrediting, certifying, or licensing organization, including the legible and timely completion of patient medical/dental records, charts, reports, statistical operative and procedure logs, evaluations, and other documentation required by such agencies and organizations;
- e. Abide by all applicable rules, regulations, bylaws, policies, practices, and procedures of ATRIUM HEALTH CABARRUS, ATRIUM HEALTH CABARRUS Medical Staff and Atrium Health, its clinical departments and its facilities and the CFM Residency Manual as in effect from time to time.
- f. Submit to drug screens pursuant to Atrium Health's pre-employment, random, and reasonable suspicion drug screening program for its employees;
- g. Furnish such further information, execute and deliver such other documents, and do such other acts and things, in each case as ATRIUM HEALTH CABARRUS or Atrium Health reasonably requests at any time for the purpose of carrying out the intent of this Agreement.
- h. Read and understand the ACGME Institutional and Program Requirements as well as the ABFM requirements for certification as detailed below:

The Sports Medicine Certification Examination is offered semiannually. If you are interested in seeking initial Sports Medicine Certification, you will need to meet the following requirements to

become eligible to take the examination and gain certification:

- Continuously maintain your ABFM Family Medicine Certification
- Complete of a minimum 12 months of full-time training in an ACGME-accredited Sports Medicine Fellowship Program and submit verification of completion documentation
- Submit an online application with the appropriate fee
- Achieve a passing score on the Sports Medicine Certification Examination
- Your board eligibility period for subspecialty certification begins the day after the verified completion of your fellowship training and expires after ten date-to-date years (Example: 07/01/2017–06/30/2027).

**12. Conditions Precedent to Effectiveness.** This Agreement shall become effective on the date that each of the following conditions has been satisfied:

- (a) The GME Office of ATRIUM HEALTH CABARRUS shall have received (i) a completed ERAS common application form, including an official medical school transcript, (ii) proof of legal employment status (*i.e.*, birth certificate, passport, naturalization papers, valid visa, etc.), (iii) a copy of a Fellow training license or full/unrestricted license (as required by Atrium Health) in Fellow’s name from the North Carolina Medical Board, as applicable;
- (b) Fellow shall have submitted to a pre-employment drug screen under Atrium Health’s pre-employment drug screening program and such drug screen shall have been negative;
- (c) Fellow shall have complied with all other pre-employment requirements of ATRIUM HEALTH CABARRUS and Atrium Health that are generally applicable to similarly situated Fellows and employees.

### **Grievance Procedures & Due Process**

**13. Reappointment and Promotion to Subsequent PGY level.** Not applicable for one year fellowship.

**14. Grievance & Termination.** This Agreement is subject to termination prior to expiration of the Term in accordance with ATRIUM HEALTH CABARRUS’s GMEC Institutional Policy entitled “*Resident-Fellow Evaluation and Advancement Policy and Right to Grievance Policy*” as follows:

- (a) By ATRIUM HEALTH CABARRUS due to Fellow’s failure to comply with the terms of this Agreement, substandard or unsatisfactory performance, unprofessional or illegal conduct (including a positive drug screen pursuant to Atrium Health’s policy), debarment or exclusion from federal program participation, or conduct disruptive to the operation of ATRIUM HEALTH CABARRUS, Atrium Health, or the Program; or
- (b) By Fellow upon thirty (30) days prior written notice.

**15. Effect of Termination.** If this Agreement is terminated prior to the expiration of the Term or if this Agreement is terminated as a result of the expiration of the Term, Fellow shall be entitled to receive the compensation and benefits earned through the effective date of termination. Except as expressly provided above or as otherwise required by law, Atrium Health shall have no obligations to Fellow in the event of

the expiration or termination of this Agreement for any reason. Atrium Health shall comply with the obligations imposed by state and federal law and regulations to report instances in which Fellow is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare.

### **Professional Liability Insurance**

**16. Litigation Support.** If ATRIUM HEALTH CABARRUS or Atrium Health is investigating, evaluating, pursuing, contesting or defending any incident, proceeding, charge, complaint, claim, demand, notice, action, suit, litigation, hearing, audit, investigation, arbitration or mediation, in each case whether initiated by or against ATRIUM HEALTH CABARRUS or Atrium Health (collectively, "Proceeding"), Fellow shall cooperate with ATRIUM HEALTH CABARRUS or Atrium Health and its counsel in the evaluation, pursuit, contest or defense of the Proceeding and provide such testimony and access to books and records as may be necessary in connection therewith. If the Fellow or anyone with whom the Fellow works receives, on his/her behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Fellow's activities at ATRIUM HEALTH CABARRUS or a Atrium Health facility, the Fellow agrees to immediately report this receipt and submit the document received to Atrium Health's Office of The General Counsel. This section 16 shall survive termination of the Agreement.

### **17. Miscellaneous.**

- (a)** All paragraph and item headings are inserted for convenience only and do not expressly or by implication limit, define, or extend the specific terms of the section so designated. The word "including" in this Agreement means "including without limitation." All words in this Agreement shall be construed to be of such gender or number as the circumstances require.
- (b)** This Agreement contains the entire understanding of the parties and shall be amended only by written instrument signed by both parties.
- (c)** This Agreement shall be governed by and interpreted under North Carolina law, without giving effect to the conflict of laws provisions thereof.
- (d)** Whenever a notice is required to be given in writing under this Agreement, such notice shall be given by certified mail, return receipt requested, and returned to the respective party at his or her last known address.
- (e)** The failure by either party to promptly exercise a right hereunder or to seek a remedy available hereunder because of a breach of this Agreement shall not be construed as a waiver of that right or a waiver of any remedy for that breach or any future breach of this Agreement.
- (f)** Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

**FELLOW:**

Name: \_\_\_\_\_  
          «First Name» «Middle Name» «Last Name», «Degree»

**AHC:**           **THE CHARLOTTE-MECKLENBURG  
HOSPITAL AUTHORITY d/b/a  
ATRIUM HEALTH CABARRUS**

By: \_\_\_\_\_

Name:           Kevin Burroughs, MD

Title:           Program Director, Cabarrus Sports Medicine Fellowship

By: \_\_\_\_\_

Name:           Erika Steinbacher, MD

Title:           Atrium Health Cabarrus Designated Institutional Official