

MEMORANDUM OF UNDERSTANDING

FOR AND IN CONSIDERATION of the appointment as R1 resident in Internal Medicine at Vidant Medical Center, Inc. ("Hospital") from 08/27/2020 to 08/26/2021 the Hospital and the Resident ("Resident") whose signatures appear below agree as follows:

(The term "resident" is to include all house officers in the medical and dental residency and fellowship programs)

I. The Hospital agrees:

1. To provide an environment and educational program that is in accord with the "Essentials of Accredited Residencies" of the Accreditation Council for Graduate Medical Education (ACGME).
2. Nothing herein withstanding, to provide the Resident a salary of \$56,007.00 per year and all benefits that are tied to compensation shall be adjusted consistent with such salary.
3. To provide the benefits, provided to a R1 Resident set out in Exhibits A, I and J. Hospital does not agree to provide any other benefits to Resident, including benefits set out in the Vidant Medical Center (VMC) Employee Handbook and personnel policies and procedures.
4. To provide an on-call room during night on-call duties and to provide housing when required by the circumstances in the sole discretion of the Hospital, and Hospital states that Brody School of Medicine has agreed in its sole discretion to provide furniture to Residents during certain rotations requiring housing outside of Pitt County, North Carolina.
5. To provide timely notification of any reduction of residency positions or closure of a residency program. In this unexpected eventuality, attempts will be made to allow residents in the program to complete their training. If necessary, every effort will be made to assist the resident in identifying a program where training may be completed.

II. The Resident agrees:

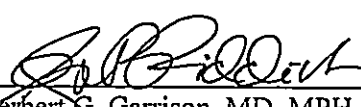
1. To abide by the Hospital By-Laws, Hospital Medical Staff By-Laws; the By-Laws, Rules and Regulations of the Brody School of Medicine (as they may be amended from time to time), the Board of Medical Examiners of the State of North Carolina and other appropriate governmental agencies and departments which may be in force.
2. To obtain and maintain a Resident Training License or Full Unrestricted License from the North Carolina Board of Medical Examiners (or a Dental Training Permit from the North Carolina Board of Dentistry, if applicable). Refer to Licensure Policy for details.
3. To conform to and at all times be in compliance with the Job Description of a Resident attached as Exhibit G, and to do the following:
 - a) With guidance from the teaching staff, develop a personal program of self-study and professional growth and work toward accomplishing the goals set forth therein; participate in safe, effective and compassionate patient care under supervision and commensurate with the Resident's level of advancement and responsibility;

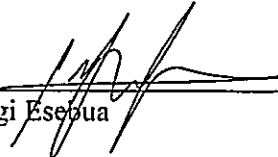
- b) Participate fully in the educational activities of the Resident's self-study and residency program and, as required, assume responsibility for teaching and supervising other residents and students;
 - c) Participate in institutional programs and activities involving the medical staff;
 - d) Participate in institutional committees and councils, especially those that relate to patient care review activities;
 - e) Apply cost containment measures in the provision of patient care;
 - f) Keep charts, records, and reports up-to-date and signed at all times; and
 - g) Adhere to Accreditation Council for Graduate Medical Education (ACGME) program and institutional requirements, including the Duty Hour requirements.
 - h) Comply with institutional annual education requirements.
4. To abide by the "Moonlighting" policy for Residents at the Hospital, as it may be amended from time to time, a current copy of which is attached as Exhibit B, and to acknowledge by his/her signature below that "Moonlighting" activities are not covered by the Hospital's professional medical malpractice insurance. Note in particular that residents must notify the Program Director in writing and receive a written statement of permission to moonlight from the Program Director prior to any moonlighting activities.
 5. That he/she has received, read, understands, and shall comply with the "Resident Responsibilities for Professional Conduct" and "Policy on Resident Reappointment and Grievance," as they may be amended from time to time and current copies of which are attached as Exhibits C and D.
 6. That he/she understands that his/her failure to complete medical records in accordance with the Medical Staff By-Law Requirements and Brody School of Medicine policies may result in suspension from practice at the Hospital and/or the Medical School and possible termination from the Program.
 7.
 - a) That he/she will comply with the policies and procedures of the Brody School of Medicine and of the Hospital and its Medical Staff, including but not limited to the Infection Control Policies, Occupational Health Policy, including an Annual Health Screen, and the Blood-Borne Pathogens Policy, as they may be amended from time to time, and which are incorporated herein by reference and current copies of which are maintained in the Graduate Medical Education Office.
 - b) That he/she will comply with the Infectious Disease Control measure and requirements of the Brody School of Medicine and of the Hospital, as they may be amended from time to time, including but not limited to current vaccinations and health screenings as required by the Infectious Disease department of the Hospital, the duty to perform any follow-up testing whenever an exposure occurs involving the resident, and to provide the Hospital a copy of current immunization records.
 8. That he/she is subject to the GME Policy on Resident Health, as it may be amended from time to time, a current copy of which is attached as Exhibit E, and further certifies that he/she is not impaired by substance abuse.
 9. Authorize the release of any information pertinent to his/her application for residency training to Vidant Medical Center, Inc. and the Credentials Committee of the Vidant Medical Center, Inc. for the purpose of receiving approval for clinical activity at Vidant Medical Center, Inc. in his/her capacity as a Resident. In addition, to authorize the Dean and Officers of all previous educational institutions, the National Board of Medical Examiners or Licensure, and any other institution or individual who may have any information pertinent him/her receiving approval for clinical activity as a Resident with Vidant Medical Center, Inc./Brody School of Medicine to release any requested information to the Credentials Committee of Vidant Medical Center, Inc.
 10. To be governed by and comply with the Hospital's personnel policies, as they may be amended from time to time, including but not limited to the attached Sexual Harassment Policy (Exhibit F), provided however, that any and all discipline to be imposed for a violation of such personnel policies shall be handled in accordance with the procedures set forth in the "Policy on Resident Reappointment and Grievance."

11. To fulfill contractual obligations to Hospital with respect to the effect of absences, for any cause, on the duration of training as described in the "Policy on Leaves of Absence in Relationship to Satisfactory Completion of Residency Training" (Exhibit H).
12. Will take and pass USMLE 3 or COMLEX 3 before receiving a contract for training at the PGY 3 level or above. (Exhibit J)
13. Provide care in compliance with Medicare Conditions of Participation and JCAHO standards and criteria

III. The Hospital and Resident both agree:

1. The term of this Memorandum of Understanding shall be one year from the date hereof unless otherwise stated. It is the parties' expectation that provided Resident successfully completes his or her training and study, and otherwise complies with this Agreement and all related policies and procedures, this memorandum shall be offered on an annual basis allowing completion of the accredited residency program. Such re-appointment is contingent upon a recommendation by the program director of the respective residency training program after consultation with the faculty.
2. That this Memorandum of Understanding shall not be modified in any form or manner unless such modification is in writing and mutually agreed upon by the parties, provided however, Hospital policies and procedures may be modified at the sole discretion of the Hospital from time to time. Current Hospital policies and procedures are available to Resident at www.uhseast.com.
2. Exhibits A-J and the Licensure policy are available on the GME website or in the GME office and incorporated by reference.
4. The Resident agrees to complete and, at all times during the Resident's appointment, to keep current all licensure, visa and employment requirements. If, for any reason, these items are not completed within thirty (30) days following the beginning date of the Memorandum of Understanding, or are allowed to lapse at any time during the Resident's appointment, the Hospital may withdraw this offer of appointment at its sole discretion.
5. That the Resident has been provided a full opportunity to read and review this Memorandum of Understanding and the documents attached hereto, which are incorporated herein by reference, and to seek the advice of counsel, prior to signing his/her name.

By 
Herbert G. Garrison, MD, MPH
Associate Dean for Graduate Medical Education
Vidant Medical Center


Lasha-Giorgi Eseeua

5/1/2020
Date

May 18, 2020
Date