

## MEMORANDUM OF UNDERSTANDING

FOR AND IN CONSIDERATION of the appointment as PGY resident in \_\_\_\_\_ at Pitt County Memorial Hospital, Inc. ("Hospital") from \_\_\_\_\_ to \_\_\_\_\_ the Hospital and the resident whose signatures appear below agree as follows.

### **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. To provide all benefits, customarily afforded to a PGY resident as required by ACGME. A summary of these benefits is attached as Exhibit A. Nothing herein withstanding, the resident shall receive a salary of \$\_\_\_\_\_ per year and all benefits that are tied to compensation shall be adjusted consistent with such salary.
3. To provide three weeks of vacation annually which are scheduled within the individual residency programs.
4. To provide professional liability insurance in accordance with ACGME requirements.
5. To provide disability insurance and other hospital and health insurance benefits in accordance with ACGME requirements.
6. To provide professional, parental and sick leave, and leave of absence benefits in accordance with ACGME and Hospital employment guidelines (Exhibit I).
7. To provide meal tickets for two meals at the Hospital's dining facilities to the resident when the resident is required to remain in the hospital overnight provided that the resident is in compliance with medical records and employee health service requirements.
8. To provide laundering of lab coats twice a week.
9. To make medical, psychological and other support services available in compliance with ACGME requirements.
10. 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 pertinent Hospital Medical Staff By-Laws, the By-Laws, rules and regulations of the East Carolina University 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 a resident training license or full license from the North Carolina Board of Medical Examiners.
3. 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.
4. That he/she has received, read, understands, and shall comply with the "Resident Responsibilities for Professional Conduct" and "Policy on Resident Reappointment and Disciplinary Actions," as they may be amended from time to time and current copies of which are attached as Exhibits C and D.
5. That he/she understands that his/her failure to complete medical records in accordance with the Medical Staff By-Law Requirements may result in suspension from practice at the Hospital.
6. a) That he/she will comply with the policies and procedures of the Hospital and its Medical Staff, including but not limited to the Infection Control Policies, Occupational Health Policy, 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 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.
7. 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.
8. Authorize the release of any information pertinent to his/her application for residency training to Pitt County Memorial Hospital, Inc. and the Credentials Committee of the Pitt County Memorial Hospital, Inc. for the purpose of receiving approval for clinical activity at Pitt County Memorial Hospital, 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 Pitt County Memorial Hospital, Inc./East Carolina University School of Medicine to release any requested information to the Credentials Committee of Pitt County Memorial Hospital, Inc.
9. 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 Disciplinary Actions."

10. To conform to and at all times be in compliance with the Job Description of a Resident attached as Exhibit G.
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).

**III. The Hospital and Resident both agree:**

1. The term of this Memorandum of Understanding shall be one year from the date hereof. It is anticipated that 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, any attachments or exhibits may be modified at the sole discretion of the Hospital.
3. Exhibits A-J are attached and incorporated by reference.
4. On the basis of information provided in the residents' application, it is expected that all licensure, visa and employment requirements will be met by the resident in a timely fashion. If, for any reason, these items are not completed within thirty (30) days following the beginning date of this Memorandum of Understanding, 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, prior to signing his/her name.

By \_\_\_\_\_  
PCMH Representative  
Pitt County Memorial Hospital, Inc.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date