

RESIDENT/FELLOW APPOINTMENT AND EMPLOYMENT AGREEMENT
ECU HEALTH MEDICAL CENTER

This Appointment and Employment Agreement (the "Agreement") is made and entered into as of the date of the last signature below by and between Pitt County Memorial Hospital, Incorporated, d/b/a ECU Health Medical Center (the "Hospital") and <<FirstName>> <<LastName>>, <<Credentials>> as a Resident Physician/Dentist or Fellow ("Physician"). The Agreement sets forth the terms and conditions of employment of Physician and Physician's appointment as a Resident Physician/Dentist or Fellow under the Bylaws of the Hospital Medical Staff. The purpose of this Agreement is to assist Physician's pursuit of postgraduate training. In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, Hospital employs and Physician accepts employment pursuant to the terms set forth below:

1. TERMS OF EMPLOYMENT

- a. The term of this Agreement commences on <<startdate>> and terminates on <<enddate>>. Upon the mutual agreement of the parties additional one-year agreements may be entered into for subsequent years.
- b. Physician's employment shall be in the <<Program>> (the "Program") as a <<Status>> Physician with an annual salary of <<Compensation>>.
- c. Physician agrees to complete and, at all times during Physician'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 Agreement, or are allowed to lapse at any time during Physician's appointment, the Hospital may withdraw this offer of appointment at its sole discretion. The Agreement is conditioned upon Physician providing the GME Office the following documents and information and continuously maintaining:
 - i. A valid North Carolina resident training license or unrestricted license from the NC Board of Medicine or, if applicable, a dental training permit or unrestricted license from the NC Board of Dentistry;
 - ii. Documentation of eligibility to participate as outlined in the Accreditation Council for Graduate Medical Education ("ACGME") Institutional Requirements or non-ACGME requirements established by the Hospital for non-accredited programs;
 - iii. Documentation of employment eligibility (Form I-9 and related documentation), and, if applicable, approved visa documentation or Selective Service registration;
 - iv. If an international medical school graduate, a current ECFMG certificate and valid USMLE Step 1 and Step 2 scores;
 - v. Completion of all necessary credentials documentation and clearance (e.g., criminal background check, National Practitioner Data Bank, excluded provider listings);
 - vi. Documentation of passage of applicable licensing exams (e.g., USMLE, COMLEX);
 - vii. Life support certifications as determined by the Program (e.g., BLS, ACLS, PALS, NRP);
 - viii. Documentation of National Provider Identifier number;
 - ix. Documentation of Prescription Drug Monitoring Program provider enrollment;

- x. Satisfactory completion of Occupational Health requirements, including, but not limited to: drug and/or alcohol testing, immunizations required by policy or law, physical demands analysis and a determination that Physician is physically and mentally capable of performing the essential functions of employment with or without an accommodation;
- xi. An executed copy of this Agreement; and
- xii. Additional information as may be requested by the Hospital.

2. PHYSICIAN RESPONSIBILITIES

- a. Conform to and comply with the job description of a resident/fellow set out in GME policy;
- b. Comply with the Bylaws, Rules, Regulations and Policies of the Medical Staff, the policies of ECU Health, ECU Health Medical Center, the Office of Graduate Medical Education (available in the Residency Management System), and non-ECU Health institutions where Physician is assigned for clinical rotation, the standards of applicable accrediting or licensing organizations and all state, federal and local laws (including public health orders);
- c. Satisfactorily complete the clinical educational, research and other activities required by the Program, including achievement of Milestone thresholds applicable to the year of training (e.g., Patient Care, Medical Knowledge, Interpersonal and Communication Skills, Practice Based Learning and Improvement, Professionalism and Systems Based Practice);
- d. Provide safe, effective and compassionate patient care commensurate with Physician's level of training;
- e. Behave and appear in a courteous and respectful manner and attitude to all patients, visitors, colleagues, team members and visitors in the Hospital and at any assigned clinical rotations;
- f. Report to the GME Office, the Program Director and Risk Management any investigation involving Physician, any arrest or citation in any location immediately and/or receipt of any subpoena, summons or administrative or judicial document of any kind;
- g. Cooperate with investigations by the North Carolina Medical Board, licensing boards of other States, State, Federal and local law enforcement, State and Federal agencies, Department of Health and Human Services, Center for Medicare and Medicaid Services, ACGME, the Joint Commission on Healthcare Organizations and internal investigations by ECU Health (including Risk Management, Human Resource and Administration investigations);
- h. Complete Hospital, Service and Program surveys, reviews, evaluations and quality initiatives as assigned;
- i. Comply with Hospital policies prohibiting discrimination, harassment and hostile work environments;
- j. Comply with Hospital policies regarding "moonlighting" activities/employment outside the scope of this Agreement;
- k. Comply with all Hospital requirements for initial and continuing employment; and
- l. Affirmation that Physician has read this Agreement and the referenced policies, understands their terms, has had an opportunity to review them with counsel and will comply with their terms.

3. HOSPITAL RESPONSIBILITIES

- a. Provide a clinical training environment in compliance with ACGME requirements and other accreditation standards in accordance with Hospital resource allocation;
- b. Provide facilities in compliance with applicable federal, state, local and ACGME requirements;
- c. Provide adequate and appropriate supervision and support services;
- d. Provide information related to eligibility for Specialty Board examinations;
- e. Upon satisfactory completion of the Program, furnish Physician summative evaluation and documentation of completion;
- f. Compensate Physician in the same manner as all physician trainees in the same year of graduate medical education at Hospital and to make appropriate North Carolina, federal and other state deductions and withholdings as required by law;
- g. Provide access to food and rest facilities for in-house on-call activities;
- h. Provide paid time off and leaves of absence according to ACGME requirements as detailed in GME policies;
 - i. Program will advise Physician regarding any impacts of time off on length of training according to Specialty Board(s);
- i. Provide professional liability insurance for Physician while Physician is acting within the scope of this Agreement and "tail" coverage following Physician's departure from the Program as determined by the Office of General Counsel; and
- j. Make options available for health insurance, life insurance, long-term disability insurance, workers compensation benefits and other employment support benefits as set out in applicable hospital policies.

4. TERMINATION. This Agreement may be terminated:

- a. By the Physician at any time for any lawful reason.
- b. By the Hospital at any time for any lawful reason. Possible reasons for termination include: (a) Failure to perform to the satisfaction of the Program, (b) Failure to comply with the terms of this Agreement and the policies referenced herein, (c) Revocation or restriction of Physician's license, (d) Conviction of any felony or misdemeanor, (e) Discontinuation of the Program, (f) Conduct that is reasonably considered by the Hospital, in its sole discretion, to be gross dereliction of duty, unethical, unprofessional, fraudulent, unlawful, or adverse to the interest, reputation or business of Hospital or which jeopardizes the health, safety or welfare of patients, visitors, colleagues or team members. Termination by the Hospital is grievable and appealable pursuant to GME policy.

5. REAPPOINTMENT

Reappointment and promotion to the next training level is not automatic. It is conditioned on (a) satisfactory completion of all elements of this Agreement, (b) the availability of a position, (c) continuation of the Program, (d) satisfactory performance on and documentation of passage of applicable licensing and certification exams, (e) completion of all requirements for reappointment. Non-reappointment or non-promotion (including remediation with extension) is grievable and appealable pursuant to GME policy.

6. MISCELLANEOUS

- a. Confidentiality: Physician agrees to protect the confidentiality, privacy and security of patient, colleague, personnel, business, peer review, quality and other confidential, sensitive documents and other proprietary information of ECU Health.
- b. Overpayment: In the event that any amounts are paid to Physician that are in excess of the amount actually due and payable under this Agreement, Physician shall immediately report such overpayment to the Office of Graduate Medical Education and will promptly refund such overpayment to the Hospital as directed. This obligation survives the conclusion or termination of this Agreement.
- c. Authorization: Physician acknowledges that the Program may include rotations at ECU Health entities and non-ECU Health affiliated training sites. Physician authorizes Hospital to provide information to such entities and affiliated training sites related to Physician’s Program experiences that may include Physician’s GME file, personnel file, including credentialing information, insurance and claims information and other information related to Physician’s participation in the Program.
- d. Choice of Law, Venue: This Agreement has been entered into in the State of North Carolina. All questions with respect to the construction of this Agreement and the rights and liabilities of the Parties shall be governed by the laws of the State of North Carolina without regard to conflict of laws principles. Venue is in the state or federal courts located in North Carolina for any actions between the Parties arising out of this Agreement.
- e. Severability: If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the Parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.

IN WITNESS WHEREOF, Hospital has caused this Agreement to be signed and sealed by its duly authorized officer, and Physician has hereunto set their hand and seal, all effective as of the date set forth below.

 Herbert G. Garrison, MD, MPH
 Associate Dean for Graduate Medical Education
 ECU Health Medical Center

 <<FirstName>> <<LastName>>, <<Credentials>>
 Resident Physician/Dentist or Fellow
 ECU Health Medical Center

Date

Date