

## RESIDENCY APPOINTMENT AGREEMENT

This Residency Appointment Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between **Spartanburg Regional Health Services District, Inc.**, a public hospital corporation and political subdivision of the State of South Carolina, dba Spartanburg Regional Healthcare System (the "SRHS") 101 E. Wood Street, Spartanburg, SC 29303 and \_\_\_\_\_, MD (the "Resident").

### INTRODUCTION

The Spartanburg Regional Healthcare System is an integrated healthcare delivery system anchored by Spartanburg Regional Medical Center, (the "Hospital") a 588-bed teaching and research hospital including family medicine, general surgery, and transitional year among its residency programs. The Resident desires to be employed by SRHS in its Family Medicine/Surgery/Transitional Year Residency Program as a Post Graduate Year I Resident. Parties agree on the terms and conditions of this Agreement as follows.

**I. SCOPE.** The Resident shall be employed by SRHS as a resident in the Hospital's Family Medicine/Surgery/Transitional Residency Program (the "Program").

**II. TERM.** The term of this Agreement shall be for a period of one (1) year commencing **July 1, 2009 and ending June 30, 2010** (the "Term"). The Agreement may be renewed for additional academic year(s) by written agreement of both parties. During the Term, SRHS through its Department of Medical Education, will provide instruction and experience in compliance with the standards of the Accreditation Council for Graduate Medical Education (the "ACGME").

**III. COMPENSATION.** SRHS agrees to pay the Resident an annual salary of Forty Eight Thousand Six Hundred Seventy-two and No/100 (\$48,672.00) Dollars payable in equal, bi-weekly installments in accordance with other applicable SRHS payroll policies, and benefits as otherwise provided herein. In the event of early termination of this Agreement for any reason, amounts paid will be pro-rated based on time the Agreement is in effect.

#### **IV. THE RESIDENT AGREES:**

1. To serve faithfully according to the terms and conditions of this Agreement during its Term.

2. To conduct himself/herself in a manner exhibiting good moral and ethical character, to maintain appearance and demeanor that is not disturbing to patients, to work cooperatively with others, and to perform in a professional manner satisfactory to the Program Director.

3. To develop a personal program of self-study and professional growth, with guidance from the teaching staff.

4. Under the supervision of the teaching staff, to provide safe, effective and compassionate patient care, commensurate with Resident's level of education and experience.

5. To perform the duties prescribed by the Hospital's medical staff or department in a competent, efficient, satisfactory, humanistic and courteous manner in strict accordance with the professional and ethical standards of the medical profession.

6. To participate fully in the educational and scholarly activities of the Program and, as authorized by the teaching staff, to assume responsibility for teaching and supervising other residents and students.

7. To adhere to established practices, procedures, and policies of SRHS, the Hospital, the Bylaws and Rules and Regulations of its Medical Staff, the Graduate Medical Education Committee, and all rules and regulations of other institutions or clinical sites during rotations and to consider that gross infractions thereof are full justification for termination of this Agreement with resulting dismissal from the Program.

8. As directed by the Program Director, to serve in all facilities, clinics and activities to which he/she is assigned as part of the Hospital's teaching program.

9. To consider the compensation and the experience and instructions received as the sole remuneration to which he/she is entitled and in consequence, not to directly accept fees from patients, third parties payors, or to engage in any employment outside this Agreement. The Program is a full-time educational experience. Accordingly, Resident shall neither accept nor engage in employment outside of the Program, (moonlighting) either in SRHS facilities or with outside healthcare facilities without the prior written approval of the Resident's Program Director and the Designated Institutional Official.

10. To complete the medical record of each patient under Resident's care in a timely manner and in accordance with Hospital policies.

11. To maintain ACLS and other comparable certifications as may be required during the Term of this Agreement.

12. To fulfill all of the requirements to obtain and maintain licensure for postgraduate medical training under the laws of the State of South Carolina.

13. To notify the Program Director and the Designated Institutional Official immediately if any license cited above expires without renewal or is suspended, revoked or limited in any manner or if any licensing authority initiates an investigation or disciplinary proceedings against the Resident.

14. To successfully complete a health assessment (including drug test) prior to beginning work. The health assessment will be performed by the Hospital, at the expense of the Hospital. The Resident also agrees to complete the required resident orientation, and to complete annual health assessments and annual hospital-wide employee education modules required by Hospital policy and procedures, which are provided to each resident. Failure to complete these requirements may result in suspension and/or termination of the Resident's employment.

## **V. THE HOSPITAL AGREES:**

1. To provide Resident with the benefits listed on the Benefits Summary Sheet listed on Attachment A, attached hereto and made a part hereof. SRHS' reserves the right to modify such benefits if SRHS deems such modifications necessary.

2. To provide written rules and regulations clearly defining the duties and privileges to which Resident is expected to abide. Included in the rules and regulations are descriptions of the educational programs; information about reappointment, grievances, and disciplinary hearings; the Hospital's sexual harassment policy; the Hospital's impairment policy, residency closure/reduction policy, and information on the professional liability coverage.

3. To provide the Resident access to appropriate and confidential counseling, medical and psychological support services.

4. To supply, professional liability insurance in such amounts sufficient to cover SRHS liability for Resident's actions under the S.C. Tort Claims Act during the term of this Agreement. SRHS' current self-insurance, group captive shared excess insurance plan covers \$1.2 million per occurrence with 13 million in the aggregate. Continuation or "tail coverage" for Hospital's residency programs is handled through a "slot" type policy.

5. To provide the Resident with performance evaluations in the Resident's training program, including discussion with Program Director, or the Director's designee, on the Resident's overall progress toward his/her educational objectives, on a regular basis.

6. To provide access to eligibility for certification by the relevant certifying board, and to present a proper certification upon completion of satisfactory period of residency.

## **VII. THE HOSPITAL AND THE RESIDENT AGREE:**

1. To comply with the ACGME Resident Duty Hours and Working Environment Requirements. These include specific requirements related to:

- Supervision of residents
- Duty hours

- Limitation of in-house call duration and frequency
- Limitation of moonlighting activities
- Conduct of graduate medical education activities in accordance with the policies/procedures established by the Hospital's Graduate Medical Education Committee

The parties acknowledge their mutual responsibility to identify and understand specific ways in which these ACGME requirements apply to the Resident's training program and the Hospital's policies/procedures to establish same. The parties hereby agree to abide by those policies and procedures.

In addition, the Resident agrees to complete timely and accurate documentation of compliance with these policies as requested by the Hospital from time to time, and to promptly confer with Resident's Program Director and/or Designated Institutional Official about any and all impediments to full compliance.

The Resident also affirms in accepting this appointment that he/she is not under any obligation to any other hospital or organization to serve as a resident during the Term of this Agreement.

2. This Agreement shall be governed by the laws of the State of South Carolina.

#### **VIII. NON-RENEWAL/TERMINATION.**

1. **Non-renewal.** If either party intends not to renew this Agreement for an additional academic year, that party shall give the other party written notice of such intent one hundred twenty (120) days prior to the expiration of this Agreement. Failure to give such notice shall not operate in any way to extend the termination date of this Agreement and shall not entitle either party to automatic renewal or continuation of this Agreement.

2. **Termination.** Resident may terminate this Agreement for any reason with ninety (90) days' written notice. SRHS may terminate this Agreement if Resident fails to comply with Section IV, sub-paragraph 14 and further has the right to immediately terminate this Agreement for the following reasons:

- (a) Failure by Resident to abide by SRHS policies and procedures, rules and regulations including but not limited to medical staff by-laws, rules and regulations, drug free work place policy and SRHS Residency Program and Department of Medical Education policies.

- (b) Failure by the Resident to comply with licensure, registration, or certification requirements and, if applicable, to maintain authorization for employment in the United States.

- (c) Failure by the Resident to maintain satisfactory levels of academic and/or clinical patient performance as determined by periodic evaluations.

(d) Unprofessional conduct or behavior by the Resident which in the opinion of the Program Director and Designated Institutional Official, interferes with the performance of the activities provided under this Agreement.

3. **Due Process.** Residents may appeal adverse actions that could result in dismissal, non-renewal of this Agreement or other actions that could significantly threaten the Resident's intended career development through the Graduate Medical Education Committee's policies and procedures that have been provided to Resident.

IN WITNESS WHEREOF THIS AGREEMENT has been executed to be made effective the date first written above.

**SPARTANBURG REGIONAL HEALTH SERVICES DISTRICT, INC.**

\_\_\_\_\_  
Director Residency Program

\_\_\_\_\_  
Otis L. Baughman, III, MD  
Director Medical Education

\_\_\_\_\_  
Randall G. Nyp, Senior VP/COO

**RESIDENT**

\_\_\_\_\_  
\_\_\_\_\_, M.D.

\_\_\_\_\_  
Date

# **Attachment A**

## **SPARTANBURG REGIONAL HEALTH SERVICES DISTRICT, INC. 2009 Resident Benefits and Information**

### **STANDARD TO ALL RESIDENTS**

#### **INSURANCE:**

Health Insurance: 3 plans available; 1 at minimal cost; family coverage available

Dental Insurance: 2 plans available; 1 at minimal cost; family coverage available

Life Insurance: free life insurance equivalent to annual salary

Disability Insurance: short and long term disability, in accordance with standard hospital program

#### **LEAVE OF ABSENCE:**

Maternity Leave: approved as deemed necessary (must use vacation/sick time). Limits of, and impact on board eligibility as according to specialty Board guidelines

Paternity Leave: Up to 5 days (must use vacation/sick time)

Emergency/Death in Family: As approved by Program Director (vacation/sick time to be used)

#### **VACATION and TIME OFF:**

Vacation: three weeks vacation annually

Holidays: five (New Years, Independence Day, Labor Day, Thanksgiving, Christmas)

One float day

Sick Days: Five annually

Administrative/Conference Days: five annually; more or less upon discretion of Program Director

#### **OTHER BENEFITS:**

Meals provided for resident only (3 per day)

Malpractice coverage for educational activities

Health Club Membership at Spartanburg Athletic Club

Free Parking

Two lab coats first year; one additional lab coat every year thereafter; laundry service provided

Resident is eligible to participate in SRHS Gain-share program after first year.

Transition Allowance (\$2,000) paid first year

#### **SPECIAL TRAINING, LICENSE, CERTIFICATIONS:**

ACLS certification and recertification

PALS certification and recertification

FCCS certification (FM & GS residents only)

South Carolina License: Limited license annually, or SC permanent license and registration, as appropriate

SC controlled substance registration annually

DEA registration

USMLE III, first attempt paid

**ADDITIONAL RESIDENT BENEFITS**

<b>COMBINED BOOK/TRAVEL/SEMINAR FUND:</b>	PG I	\$500
	PG II	\$1500
	PG III	\$2,000
	PG IV	\$2,000
	PG V	\$2,000

(NOTE: There are specific criteria for use of these funds)

**Chief Residents receive stipend for duties as Chief**