

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT
TO SC CODE SECTION 15-48-10, ET. SEQ. AS MODIFIED HEREIN**

RESIDENCY APPOINTMENT AGREEMENT

This Residency Appointment Agreement (the “Agreement”) is made effective as of **July 1, 2019** by and between **Spartanburg Regional Health Services District, Inc.**, a political subdivision of the State of South Carolina (“SRHS”) 101 E. Wood Street, Spartanburg, SC 29303 and _____, MD/DO (the “Resident”).

INTRODUCTION

The Spartanburg Regional Healthcare System is an integrated healthcare delivery system anchored by Spartanburg Medical Center, (the “Hospital”) a 540-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 Year Residency Program** (the “Program”).

II. TERM. The term of this Agreement shall be for a period of one (1) year commencing **on July 1, 2019 and ending June 30, 2020** (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 **Sixty Thousand Three Hundred Fifteen and 00/100 (\$60,315.00)** 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, all applicable standards, rulings, regulations and requirements of the United States Department of Health and Human Services, the South Carolina Department of Health and Environmental Control, applicable accrediting agencies and any federal, state, or local government agency, third party payer or accrediting body having jurisdiction over or providing reimbursement for the services provided by physicians and any programs and services offered by SRHS and all rules and regulations of other institutions or clinical sites during rotations, and to consider that 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, ATLS 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 action by any licensing authority, court or government agency regarding licensure, controlled substance authorization, criminal activity 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.

15. The Family Medicine resident agrees and acknowledges that promotion from the PGY1 to the PGY2 is contingent on passing the appropriate Step 3 exam (COMLEX-USA Level 3 or USMLE Step 3).

16. The Family Medicine resident agrees and acknowledges they must take the ABFM certification exam in April of the year of their graduation (November, if they are off cycle by more than 6 months) and upon receipt must supply a copy of their scores to the Program Director.

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, accommodation for disabilities, 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 provide professional liability insurance coverage for Resident while rendering services on behalf of SRHS, pursuant to the applicable provisions of this Agreement. SRHS self-insures or secures coverage through a commercial liability carrier, of its choice, in amounts determined by SRHS to be adequate to cover such liability. The professional liability coverage provided by SRHS is effective for physicians employed by SRHS and the Residents and does not require "tail coverage or "prior acts" coverage.

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.

VI. THE HOSPITAL AND THE RESIDENT AGREE:

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

- Supervision of residents
- Clinical and Educational Work 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 and GMED 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.

VII. 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 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. SRHS may also immediately terminate this Agreement for any of the following reasons:

(a) Failure by Resident to abide by requirements set forth in this Agreement including but not limited to 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.

(e) Exclusion from participation in Medicare or Medicaid programs

(f) Failure to comply with contingencies for employment (health screen, insurability for professional liability insurance, background check, credentialing).

(g) If any restrictions or limitations are imposed by any governmental authority having jurisdiction over Resident or by any third party payor which prevents Resident from providing the services contemplated by 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.

VIII. MISCELLANEOUS

1. **Resident's Representations and Warranties.** Resident represents and warrants that:

a) Resident has never had his/her license to practice medicine revoked or suspended in any state.

b) Resident shall secure and maintain a narcotics number issued by the appropriate government agency.

c) There is no litigation, proceeding or governmental investigation, including, but not limited to, any malpractice, bankruptcy or exclusion proceeding, pending or threatened, against Resident, except as disclosed by Resident.

- d) Resident shall execute any agreements necessary for participation by SRHS and Resident in, and reimbursement from, public or private third party payers including, but not limited to, Medicaid, Medicare, and other private managed care programs with which SRHS for itself or its employed physicians otherwise contract as providers.
2. **Confidential Information.** The term “Confidential Information” as used herein means (i) all information of SRHS of a business or technical nature including, but not limited to, patient and client lists, information relating to processes, plans, methods of doing business and special needs of referring doctors, clients and patients, that is disclosed to, learned or developed by Resident in the course of performance of his/her obligations hereunder; (ii) any such information previously known to Resident which relates to the operations SRHS or the activities at the Practice Site(s); or (iii) all information of any type which directly or indirectly relates to credentialing, peer review, utilization review, quality assurance and risk management activities. Resident acknowledges that such Confidential Information is of substantial value to SRHS. Accordingly, Resident hereby agrees that he/she shall not, directly or indirectly, without the express written consent of a duly authorized officer of SRHS, use for his/her own benefit or for the benefit of any other entity or person, or disclose or make accessible to anyone without a need to know, any Confidential Information. Unless waived in writing by SRHS, the provision contained herein shall survive the termination of Resident’s employment hereunder, whether through nonrenewal of this Agreement or any other reasons whatsoever. However, nothing in this paragraph shall be construed to deny to any patient his/her or her medical records in accordance with applicable law. Further, notwithstanding the above, the use/disclosure restrictions set forth herein shall not apply to information (i) that is generally available to the public or becomes available other than as a result of disclosure by the Resident, (ii) that Resident is required to disclose to a governmental entity, or (iii) that is required by Resident to treat patient electing to continue treatment by Resident after termination of this Agreement.
3. **Dispute Resolution.** In the event of any controversy or claim arising out of or relating to any provision of this Agreement, or the breach, termination or validity thereof, and following the appeal provisions pursuant to Section VII.3, as applicable, the parties will attempt in good faith to resolve same between themselves. If the matter has not been resolved within sixty (60) days of the commencement of such discussions (which period may be extended by mutual agreement), then the parties shall engage the services of a mutually agreeable third party and conduct a mediation conference within thirty (30) days after securing such mediator. If such mediation is unsuccessful, the parties shall submit the matter to binding arbitration by an agreed upon arbitrator. If the parties are unable to agree on a single arbitrator, then each party will select an arbitrator and those two shall select a third to create a panel of three arbitrators for the hearing of the matter. The decision of the arbitrator or arbitrators, as the case may be, shall be final. The cost of mediation and arbitration process contemplated hereinabove shall be shared equally between the parties hereto unless otherwise agreed. The place for any such mediation or arbitration shall be Spartanburg, South Carolina.
4. **Waiver.** No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any right, power or privilege hereunder be construed as a waiver at any subsequent time of the same or another right, power or privilege.
5. **Notices.** All notices, demands, or other communications authorized or required to be given by any party pursuant to this Agreement shall be given in writing and either (a) delivered personally; (b) sent by overnight express delivery (for which written confirmation of delivery can be obtained from the carrier); or (c) sent by registered or certified U.S. mail, return receipt requested at the address designated in the signature block. The parties shall be responsible for notifying each other promptly in writing of any change of address.
6. **Severability.** Any provision of this Agreement which is unenforceable, invalid or contrary to law, shall be of no effect. However, all the remaining terms and provisions shall be fully effective according to the terms of this Agreement, as if such unenforceable or invalid portion had never been included. To this end, the provisions of this Agreement are deemed severable.

7. **Assignment**. The services provided by Resident under the terms of this Agreement are personal and may not be assigned or delegated without the written consent of SRHS. SRHS may assign or transfer its rights or obligations hereunder to any entity controlled by or under the common control of SRHS, or any entity subsequently controlling or operating all or substantially all of the assets of SRHS or those assets of SRHS relating to the operation of the practice site(s) at which Resident provides services; provided that in that event, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor, and such successor shall discharge and perform all of the obligations of SRHS hereunder.
8. **Amendments**. This Agreement may be amended only by an instrument in writing signed by both parties hereto.
9. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
10. **Entire Agreement**. This Agreement constitutes the entire Agreement between the parties with respect to this subject matter hereof and supersedes all prior negotiations, agreements, and understandings between the parties, whether written or oral.
11. **Confidentiality**. Neither party shall disclose the contents of this Agreement or any other agreement simultaneously executed to any person, firm or entity, except the agents or representatives of the parties, except as required by law.
12. **Word Forms**. Whenever used herein, the singular includes the plural and the plural includes the singular. The use of any gender, tense or conjugation includes both genders and all tenses and conjugations.
13. **Headings**. The section or subsection headings have been included for convenience only and are not to be taken as an interpretation of any provision hereof.
14. **Rights in Property**. All title to supplies, fiscal records, charts, equipment and furnishings of the Practice Site(s) shall remain in SRHS.
15. **Operation of Law**. In the event this Agreement, in whole or in part, is deemed to be contrary to local, state or federal law by counsel for SRHS or, in the opinion of counsel for SRHS, presents substantial legal risk to either party, the parties agree to use their best efforts to make changes to this Agreement to the minimum extent necessary to make this Agreement consistent with applicable law, trying to retain as closely as possible the original terms reflected in this Agreement. If this Agreement cannot be modified or amended in any way that is mutually agreeable to the parties and complies with applicable law after the parties have used their best efforts, then either party may terminate this Agreement.
16. **Legal and Regulatory Compliance**. The parties expressly acknowledge that it has been and continues to be their intent to comply with all federal, state, and local laws and regulations. It is not the purpose, nor is it a requirement of this Agreement or of any other agreement between the parties, to offer or receive any remuneration to induce or otherwise encourage the referral of any patient or to otherwise generate business for SRHS.
17. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same Agreement. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or electronic mail, and any such counterpart executed and delivered via facsimile transmission or electronic mail shall be deemed an original for all intents and purposes.

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

SPARTANBURG REGIONAL HEALTH SERVICES DISTRICT, INC.

Angela A. Ayers, MBA, C-TAGME
Director Medical Education

Program Director

Mark A. Aycock
System COO

Address:
Spartanburg Regional Health Services District, Inc.
101 East Wood Street
Spartanburg, South Carolina 29303

RESIDENT

Resident, MD/DO

Date

Address:

Attachment A

SPARTANBURG REGIONAL HEALTH SERVICES DISTRICT, INC. 2019 Standard Resident Benefits and Information

INSURANCE:

Health Insurance: 2 plans available; family coverage available, and optional Health Savings Account (HSA)
Dental Insurance: 2 plans available; 1 at minimal cost; family coverage available
Vision Insurance: 2 plans available; family coverage available
Life Insurance: free life insurance equivalent to annual salary
Disability Insurance: short and long term disability

LEAVE OF ABSENCE:

Maternity Leave: provided in accordance with GMEC Policy
Paternity Leave: Up to 5 days (must use vacation time)
Emergency/Death in Family: As approved by Program Director (vacation time to be used)

VACATION and TIME OFF:

Vacation-Sick: up to twenty (20) working days annually
Holidays: six (6): New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas
Administrative/Conference Days: five (5) annually; more or less upon discretion of Program Director

OTHER BENEFITS:

Meals provided for resident while on duty only
*A stipend will be provided for required away rotations, and for residents assigned to the Chesnee CFM office for continuity clinic.
Malpractice coverage for approved educational activities
Cell phone stipend
Health Club Membership at Spartanburg Athletic Club
Golf Privileges at The Carolina Country Club (minimal fee)
Free Parking
Two lab coats first year (maximum \$60.00 per coat); one additional lab coat every year thereafter; laundry service provided
Surgical Loupes: One provided to each general surgery categorical resident
Transition Allowance: \$2,500 paid first year (less applicable taxes), payable one time

SPECIAL TRAINING, LICENSE, CERTIFICATIONS:

ACLS certification and recertification
PALS certification and recertification
FCCS certification (FM & GS residents only)
ATLS certification and recertification
ALSO certification (FM only)
South Carolina Medical License: Limited license annually (SC permanent license upon approval only)
SC controlled substance registration annually
DEA registration
USMLE III, first attempt paid
FLS certification (GS only)
FES certification (GS only)

*ABFM requirements: “Residents are expected to perform their duties as resident physicians for a minimum period of eleven months each calendar year. Therefore, absence from the program for vacation, illness, personal business, leave, etc., must not exceed a combined total of one (1) month per academic year.”

* ABS requirements: “Applicants for general surgery certification must acquire no fewer than 48 weeks of full-time experience in each residency year.”

ADDITIONAL RESIDENT BENEFITS

| | |
|-------------|---------|
| PGY I | \$ 800 |
| PGY II | \$1,500 |
| PGY III – V | \$2,000 |

(NOTE: There are specific criteria for use of these funds. The purchase of hospital approved electronic devices, per the Internal Revenue Service (IRS), is considered taxable income and will be treated as such.)

Chief Residents receive a stipend for duties as Chief.