

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

FELLOWSHIP APPOINTMENT AGREEMENT
(ACGME ACCREDITED – SURGICAL CRITICAL CARE)

This **Surgical Critical Care Fellowship Appointment Agreement** (this “Agreement”) is entered into to be effective as of **July 1, 2024** by and between **Spartanburg Regional Health Services District, Inc.**, a political subdivision of the State of South Carolina, 101 E. Wood Street, Spartanburg, South Carolina 29303 (the “District”) and **<NAME>** (the “Fellow”).

INTRODUCTION

The Spartanburg Regional Healthcare System is an integrated healthcare delivery system anchored by Spartanburg Medical Center, (the “Hospital”) a teaching and research hospital which includes post-graduate fellowship programs intended for residency graduates who seek further training. The Fellow desires to be employed by District as Post-Graduate Fellow in the District's ACGME Surgical Critical Care fellowship program (the “Program”). The Parties agree on the terms and conditions of this Agreement as follows.

1. **Term.** The term of this Agreement shall be for a period of one (1) year beginning **August 1, 2024**. This Agreement shall supersede any previous Agreement between the Fellow and the District.

2. **General Requirements**

2.1. District 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”).

2.2. The parties agree to comply with ACGME Resident Duty Hours and Working Environment Requirements, including but not limited to requirements concerning supervision of residents, duty hours, limitation of in-house call duration and frequency, limitation of moonlighting activities, and 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 Fellow’s training program and the Hospital’s and Graduate Medical Education Committee's policies/procedures to establish same. The parties hereby agree to abide by those policies and procedures. In addition, the Fellow 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 Fellow’s Program Director and/or Designated Institutional Official about any and all impediments to full compliance. The Fellow 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 or fellow during the Term of this Agreement.

3. **Fellow's Duties.**

3.1. **Qualifications.** The Fellow shall at all times hold a license to practice medicine in the State of South Carolina. The Fellow must complete an accredited residency program and be board-eligible or board-certified in surgery to be eligible to participate in the Program. The Parties acknowledge and agree that at all times while Fellow is participating in the Program, Fellow is continuing his/her educational training and shall be subject to appropriate clinical supervision as established by the Program. Fellow agrees to maintain ATLS and other comparable certifications as may be required



during the Term of this Agreement. The Fellow shall secure and maintain active membership and full privileges on the medical staff, maintain eligibility to participate in third party payor agreements as required by the District, including Medicare and Medicaid, and have a current narcotics number issued by the appropriate governmental agency.

3.2. **Standards.** Fellow shall perform duties under this Agreement in conformity with: (a) all applicable standards, rulings, regulation and requirements of the United States Department of Health and Human Services, the South Carolina Department of Health and Environmental Control, the Hospital's Accrediting Agency 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 District; (b) the bylaws; policies, (including but not limited to, the Medical Staff Code of Conduct Policy), rules and regulations of District or District's Facilities (including those of any medical staff, department, section or division thereof), and of managed care programs in which District participates, as the same may be amended and in effect from time to time; (c) the Principles of Medical Ethics of the American Medical Association; (d) the policies and procedures established by the Medical Group of the Carolinas, an operating division of the District ("MGC"); and (e) the standard of care required of physicians practicing in the state of South Carolina. Fellow will carefully avoid any and all personal acts, habits and usages which might violate the Medical Staff Code of Conduct Policy or which might injure, directly or indirectly, his professional reputation or that of District, or any employee of District, or which might otherwise be detrimental to any interest of District. Any action taken by any licensing board, court or government agency regarding licensure, controlled substance authorization or criminal activity must be promptly reported to the residency program director and Designated Institutional Official.

3.3. **Best Efforts.** Fellow will industriously pursue his/her profession in the best interest of the District and its patients.

3.3.1. Other Employment or Medical Practice. Fellow agrees to devote full time efforts under this Agreement and not to engage in other medical business activities or medical practice outside this Agreement, other than medical practice on behalf of the District, without the written approval of the Program Director and Designated Institutional Official (DIO). Prior to accepting such employment or undertaking such medical practice, Fellow shall request and secure such approval from the Program Director and DIO.

3.3.2. Grants for Teaching/Research. Fellow agrees not to accept or enter into an agreement for any grant, gift, or donation for teaching, research, or patient care to be performed entirely or in part on District premises or entirely or in part with District personnel or District resources without the prior written permission of the Program Director and DIO and, if applicable, an Institutional Review Board acceptable to the District. The results of any research so approved by the District and performed by Fellow shall be reported by the Fellow to the District unless such action is prohibited by the terms of the research or grant agreement.

3.4. **Professional Duties.** Fellow shall perform the following duties during the term of this Agreement:

3.4.1. To serve faithfully according to the terms and conditions of this Agreement.

3.4.2. 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.



- 3.4.3. Develop a personal program of self-study and professional growth, with guidance from the teaching staff and to participate fully in the educational and scholarly activities of the Program.
- 3.4.4. Under the supervision of the teaching staff, to provide safe, effective and compassionate patient care, commensurate with Fellow's level of education and experience.
- 3.4.5. When appropriately credentialed, Fellow may provide non-critical care surgical services for the patients of the District.
- 3.4.6. 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 residents and students.
- 3.4.7. To adhere to established practices, procedures, and policies of the District, its affiliate hospitals, 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.
- 3.4.8. 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.
- 3.4.9. To complete the medical record of each patient under Fellow's care in a timely manner and in accordance with District policies.
- 3.4.10. To fulfill all of the requirements to obtain and maintain licensure for postgraduate medical training under the laws of the State of South Carolina.
- 3.4.11. As authorized by the District, provide professional direction, supervision, and training of District medical and surgical residents and other health care professionals and medical students engaged in Department training programs, and review and evaluate patient care thereby provided.
- 3.4.12. Monitor existing policies and procedures, and prepare and recommend changes to such policies and procedures for efficient operations.
- 3.4.13. Assist in the development of annual Department goals, and objectives.
- 3.4.14. Meet periodically, as necessary, with District Administration regarding equipment, physical facility, and personnel needs of Department and assist District in establishing, prioritizing, and filling those needs.
- 3.4.15. As requested by District Administration or Hospital Medical Staff, serve on various District and Hospital Medical Staff committees.
- 3.4.16. Engage in research activities in accordance with this Agreement, District and Hospital Medical Staff policies, procedures, and guidelines.
- 3.4.17. Represent District as required in public information, marketing, and advertising efforts regarding topics related to the District, Hospital Medical Staff, and Department



operations.

3.4.18. Perform other duties assigned by the Fellowship Director.

3.5. Health Status

3.5.1. The Parties acknowledge that during the initial term and any renewal terms of this Agreement, Fellow must be able to appropriately and safely perform the duties hereunder. Fellow shall apprise District of health factors that may affect Fellow's performance of any professional and/or administrative duties, including health factors potentially affecting the health, safety or welfare of District's patients. The District, in accordance with applicable laws, shall from time to time be entitled to make reasonable inquiries and require appropriate health screenings, both mental and physical, and testing concerning Fellow's ability to perform his/her duties. Such screenings and testing include, but are not limited to, testing for substance abuse and for communicable or infectious diseases.

3.5.2. The results of any testing, screening, or examination required herein will be maintained as confidential; provided, however, any positive test result (i) will be reported to appropriate authorities as required or allowed by law and (ii) will be disclosed, in the sole discretion of District, on a need to know basis in accordance with applicable laws. If Fellow becomes infected with HIV or Hepatitis B, District has the sole discretion not only to report the Fellow's condition in accordance with the law but to determine the Fellow's appropriate scope of practice and resolve other relevant issues. In any enforcement action of this Section District shall, as provided under applicable State and Federal laws, protect the Fellow's due process rights.

3.6. Fellow's Representations and Warranties. Fellow represents and warrants that:

3.6.1. Fellow has never had his/her license to practice medicine revoked or suspended in any state.

3.6.2. Fellow shall secure and maintain a narcotics number issued by the appropriate government agency.

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

3.6.4. Fellow shall execute any agreements necessary for participation by the District and Fellow 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 the District for itself or its employed physicians otherwise contract as providers.

3.7. **Reporting Relationship.** As an employee of the District, the Fellow shall report to the Fellowship Director and Office of Graduate Medical Education.

4. District's Duties

4.1. **Compensation.** District agrees to pay the Fellow an annual salary of **Sixty-Nine Thousand Thirty-Five and 20/100 Dollars (\$69,035.20)** payable in equal, bi-weekly installments in accordance with District's payroll policies. Fellow shall consider the compensation and the experience and instructions received pursuant to this Agreement as the sole remuneration to which Fellow is entitled



and in consequence, not to directly bill and/or accept fees from patients, third parties payors, or to engage in any employment outside this Agreement. 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.

- 4.1.1. To the extent applicable, the District shall bill payers for all professional services performed by Fellow hereunder, and Fellow hereby specifically reassigns to the District all rights to bill and receive payment for Fellow's services. Fellow shall provide the District with all information the District may require to complete the Form CMS-855R for Medicare reassignment purposes. Further, the District is entitled to all other fees received or collected by Fellow relating to the practice of medicine, including without limitation, all speaker fees, witness fees, drug studies consulting or report fees if performed during regular office hours. If Fellow receives directly any payments whatsoever for medical or medical-related services, he/she will promptly transfer said payments to the District.
- 4.1.2. Fellow shall promptly furnish the District or its billing agent with complete and accurate information as necessary to bill and collect fees for professional services rendered by Fellow and, as indicated, other professional medical personnel at the Practice Site(s). Fellow shall advise the District of any billing arrangements between Fellow and any practitioner providing coverage for Fellow. Fellow shall consult with the District prior to making any billing adjustments, including extending professional courtesy to any physician (or members of that physician's family) who is or may be in a position to refer patients to the District or an entity affiliated with the District.
- 4.2. **Benefits.** District agrees to provide the benefits as set forth on **Exhibit A** attached hereto and incorporated herein by reference. District reserves the right to modify such benefits if District deems such modifications necessary.
- 4.3. **Professional Liability Insurance.** See **Exhibit A**.
- 4.4. The District shall provide and maintain the practice site(s) in order that Fellow can conveniently treat patients.
- 4.5. The District shall provide supplies and such support personnel as are necessary to operate the practice site(s). The District's personnel responsibilities shall include providing additional physicians, physician assistants and nurse practitioners as the District reasonably determines are needed to assist Fellow in rendering patient care. The Fellow shall be actively involved in the selection of additional physicians, physicians' assistants, and nurse practitioners.
- 4.6. The District shall provide technical support and advice to Fellow to assist Fellow in complying with all applicable governmental laws and regulations related to his/her provision of services hereunder.

5. Termination

- 5.1. **Automatic Termination - No Action Required.** This Agreement shall automatically terminate without the necessity of notice, upon the following:
 - 5.1.1. If Fellow's license to practice medicine in the State of South Carolina or right to prescribe controlled substances is suspended, revoked or otherwise terminated;



- 5.1.2. If Fellow is excluded from participating in Medicare or Medicaid programs;
- 5.1.3. If Fellow fails to meet District's contingencies for employment (health screen, insurability for professional liability insurance, background check, credentialing).
- 5.2. **If District's Right to Terminate Upon Notice.** The District may immediately terminate this Agreement by giving written notice thereof, upon the following:
 - 5.2.1. If Fellow ceases to meet the standards and qualifications as set forth in Section 3; has his/her medical staff or privileges suspended or reduced to an extent that Fellow is thereby unable to provide the services pursuant to this Agreement; or becomes disabled to the extent that Fellow is thereby unable to provide the services described in this Agreement;
 - 5.2.2. If Fellow fails to abide by District policies and procedures, rules and regulations including but not limited to medical staff by-laws, rules and regulations, drug free work place policy and Residency Program and Department of Medical Education policies;
 - 5.2.3. If Fellow fails to comply with licensure, registration, or certification requirements and, if applicable, to maintain authorization for employment in the United States;
 - 5.2.4. If Fellow fails to maintain satisfactory levels of academic and/or clinical patient performance as determined by periodic evaluations;
 - 5.2.5. If the clinical privileges or medical staff membership of Fellow at any hospital is suspended or terminated for a period of thirty (30) days or more for reasons related to Fellow 's competence or conduct;
 - 5.2.6. Unprofessional conduct or behavior by the Fellow which in the opinion of the Program Director and Designated Institutional Official, interferes with the performance of the activities provided under this Agreement;
 - 5.2.7. If any restrictions or limitations are imposed by any governmental authority having jurisdiction over Fellow or by any third party payor which prevents Fellow from providing the services contemplated by this Agreement;
 - 5.2.8. If Fellow is found guilty of unprofessional, unethical, immoral or fraudulent conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of Fellow or Fellow resigns from any such institution, organization or society under threat of disciplinary action for professional misconduct.
- 5.3. **Due Process.** Fellow may appeal adverse actions that could result in dismissal, non-renewal of this Agreement or other actions that could significantly threaten the intended career development of Fellow through the Graduate Medical Education Committee's policies and procedures.
- 5.4. **Termination without Cause.** Either Party may terminate this Agreement without cause by giving the other party ninety (90) days written notice.
- 6. **Confidential Information.** The term "Confidential Information" as used herein means (i) all information of the District 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 Fellow in the course of performance of his/her obligations hereunder; (ii)



any such information previously known to Fellow which relates to the operations of District 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. Fellow acknowledges that such Confidential Information is of substantial value to the District. Accordingly, Fellow hereby agrees that he shall not, directly or indirectly, without the express written consent of a duly authorized officer of the District, 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 the District, the provision contained herein shall survive the termination of Fellow'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 Fellow, (ii) that Fellow is required to disclose to a governmental entity, or (iii) that is required by Fellow to treat patient electing to continue treatment by Fellow after termination of this Agreement.

7. **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, 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.

8. Miscellaneous.

- 8.1. **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.
- 8.2. **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 below. The parties shall be responsible for notifying each other promptly in writing of any change of address.
- 8.3. **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.
- 8.4. **Assignment.** The services provided by Fellow under the terms of this Agreement are personal and may not be assigned or delegated without the written consent of the District. The District may assign or transfer its rights or obligations hereunder to any entity controlled by or under the common control of the District, or any entity subsequently controlling or operating all or substantially all of the assets of the District or those assets of the District relating to the operation of the practice site(s) at which Fellow



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 the District hereunder.

- 8.5. Amendments. This Agreement may be amended only by an instrument in writing signed by both parties hereto.
- 8.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- 8.7. 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.
- 8.8. 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.
- 8.9. 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.
- 8.10. 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.
- 8.11. Rights in Property. All title to supplies, fiscal records, charts, equipment and furnishings of the Practice Site(s) shall remain in the District.
- 8.12. 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 the District or, in the opinion of counsel for the District, 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.
- 8.13. 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 the District.

Signature Line on Following Page



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

SPARTANBURG REGIONAL HEALTH SERVICES DISTRICT, INC.

FELLOW

Mark A. Aycock, (SEAL)
System COO

<NAME> (SEAL)

ADDRESS:

Spartanburg Regional Health Services District, Inc.
Office of General Counsel
101 East Wood Street
Spartanburg, South Carolina 29303

ADDRESS:

Email: _____

DESIGNATED INSTITUTIONAL OFFICIAL (DIO)

Angela Ayers, MBA, C-TAGME (SEAL)



EXHIBIT A

2024 FELLOW BENEFITS 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:

Medical, Parental & Caregiver Leave: provided in accordance with GMEC Policy #11
Bereavement Leave: up to 3 days, as approved by Program Director for the death of an immediate family member (separate from vacation days) – See GMEC Policy #11

VACATION & 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
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)

ADDITIONAL RESIDENT/FELLOW BENEFITS

PGY I	\$800
PGY II	\$1,500
PGY III - V	\$2,000
Fellow	\$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.)

***Malpractice Insurance:** The District shall provide and pay for professional liability insurance protecting Fellow



while rendering services on behalf of the District, pursuant to the applicable provisions of this Agreement. The District self-insures or secures coverage through a commercial liability carrier, of its choice, in amounts determined by the District to be adequate to cover such liability. The professional liability coverage does not require “tail coverage” or “prior acts” coverage. Upon termination of this Agreement, any unused portion of the insurance premium paid by the District shall be the property of the District.

