



## RESIDENT/FELLOW AGREEMENT OF APPOINTMENT [CONTRACT YEAR]

This Resident/Fellow Agreement of Appointment (hereinafter "Agreement") is made and entered into effective as of <<startdate>> (hereinafter "Effective Date") between **Prisma Health**, a multiple teaching hospital and integrated health system (hereinafter "Prisma Health" or "Sponsoring Institution"), and <<firstname>> <<lastname>>, <<credentials>> (hereinafter "Resident/Fellow").

### 1. APPOINTMENT

The Resident/Fellow is hereby appointed by Prisma Health as a <<Resident or Fellow >> in the <<program>> program. In this capacity, the Resident/Fellow will participate in a graduate medical education program which includes, but is not limited to clinical training, patient care responsibilities, classroom and lecture sessions, and other activities as determined by Resident/Fellow's specific graduate medical education program.

The Resident/Fellow agrees to perform all duties and services in a competent, professional, and effective manner. The resident/fellow agrees to abide by the policies, procedures, rules, and regulations of Prisma Health, its Graduate Medical Education programs, and all participating sites, as these policies, procedures, rules, and regulations currently exist and may from time to time be amended. This obligation includes abiding by Medical Record requirements of the Prisma Health Hospitals and participating sites, as they currently exist and may from time to time be amended.

The Resident/Fellow agrees to abide by the Statement of Resident/Fellow Responsibilities below.

### 2. DURATION OF APPOINTMENT (IR IV.C.2.b)

The anticipated term of this Agreement shall be for the period beginning on <<startdate>> (hereinafter "Start Date") and continuing through <<enddate>>. Notwithstanding the preceding term, Prisma Health has the right to terminate the Resident/Fellow at any time for just cause as defined in Paragraph 8.

### 3. RESIDENT/FELLOW RESPONSIBILITIES (IR IV.C.2.a, C.2.I)

The goal of the residency/fellowship program is to provide the Resident/Fellow with an extensive experience in the art and science of medicine in order to achieve excellence in the diagnosis, care, and treatment of patients. To achieve this goal, the Resident/Fellow agrees to do the following:

- (a) Perform duties and responsibilities at a satisfactory level of competence as determined by the Program Director in consultation with the program faculty.
- (b) Provide clinical services and assume responsibilities for the safe, effective, and compassionate care of patients, consistent with the Resident/Fellow's level of education and experience, under the direction of the Program Director (or designee) and supervision by the attending physician at locations assigned by the Program Director.
- (c) Participate fully in the educational and scholarly activities of the residency/fellowship program and assume responsibility for teaching and supervising other residents/fellows and medical students as required.
- (d) Abide by all applicable federal, state, and local laws, regulations, and policies, including those of the South Carolina Board of Medical Examiners or Board of Dentistry, as applicable, and other appropriate governmental agencies, and departments.
- (e) Develop and participate in a personal program of self-study and professional growth with guidance from the teaching staff to promote life-long learning.
- (f) Participate in institutional programs, committees, councils, and activities involving the medical staff as assigned by the Program Director, and adhere to the established

policies, procedures and practices (to include Behavior Expectations) of the Sponsoring Institution and its affiliated institutions.

- (g) Participate in the evaluation of the program and its faculty.
- (h) Conduct oneself in a manner which does not disrupt the orderly operation of any Prisma Health facility or adversely impact the public's perception of the Resident/Fellow, Prisma Health or its employees, officers, facilities, or programs. Refrain from taking actions or making statements with the intention or effect of disparaging the goodwill or reputation of Prisma Health.
- (i) Conduct oneself in a professional manner through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population.
- (j) Develop an understanding of ethical, socioeconomic, and medical legal issues that affect the practice of medicine.
- (k) Participate in educational experiences required to achieve competence in patient care, medical knowledge, practice-based learning improvement, interpersonal and communications skills, professionalism, and systems-based practice.
- (l) Keep patient care charts, records, and reports up-to-date and signed in a timely manner in compliance with program, hospital, institutional, state and federal policies, rules and regulations.
- (m) Adhere to ACGME institutional, common program requirements, and respective program's requirements.
- (n) Successfully complete the USMLE or COMLEX Step 3, as applicable, in accordance with Prisma Health GME policy and provide results to the residency program and GME office (see Licensing Requirements – Step 3 policy).
- (o) Perform duties under this Agreement during such hours as the Program Director may direct in accordance with GME and program policy (See GME Resident/Fellow Clinical Experience and Education Hours policy). Report accurate and honest Clinical Experience and Education Work Hours (duty hours) information in the designated residency management software system. Appear for duty appropriately rested and fit to provide the services required by their patients. If a scheduled clinical and/or educational work assignment is inconsistent with such policies, Resident/Fellow shall bring such inconsistency to the attention of the Program Director as soon as possible to allow the necessary steps to reconcile or cure such inconsistency.

#### **4. SPONSORING INSTITUTION AND PROGRAM RESPONSIBILITIES**

- (a) The Sponsoring Institution and its Programs shall, with available resources, provide an educational training program and clinical learning environment that meets the applicable ACGME accreditation standards.
- (b) The Sponsoring Institution and its programs will provide, to the best of its ability, appropriate faculty supervision of Resident/Fellow at all levels of training to ensure that the Resident/Fellow provides safe and effective care and is not subjected to responsibilities beyond his/her capabilities. Faculty are responsible for the care provided to individual patients, direct the care of the patient, and provide the appropriate level of supervision based on the nature of the patient's condition, the likelihood of major changes in the management plan, the complexity of care, and the experience and judgment of the Resident/Fellow being supervised. (See GME Supervision of Resident/Fellow Physicians Policy)
- (c) Program will provide timely notice of the effect of leave(s) of absence on the ability of Resident/Fellow to satisfy requirements for program completion and provide access to information related to eligibility for specialty board examinations. (IR IV.C.2.j and k)
- (d) Educate and monitor accurate completion of required documentation by Resident/Fellow. (IR III.B.6.c.(2)).

#### **5. FINANCIAL SUPPORT (IR IV.C.2.c)**

The Resident/Fellow shall be provided a stipend for the term of this Agreement at an annual rate of <<annual stipend amount>>. This rate will go into effect on the Start Date specified above.

## **6. CONDITIONS PRECEDENT TO EFFECTIVENESS**

This Agreement shall become effective on the Start Date specified above provided that each of the following conditions has been satisfied:

- (a) The Graduate Medical Education Office has received (i) a completed residency application form and medical or dental school official transcript, (ii) necessary licensure exam results, (iii) proof of employment status/work authorization.
- (b) The Resident/Fellow has been granted and/or maintains the necessary training or unrestricted license from the SC Board of Medical Examiners or SC Board of Dentistry.
- (c) The Resident/Fellow has submitted to Prisma Health's required pre-employment processes, including criminal background check and drug screen, and successfully meets and maintains employment criteria.

## **7. CONDITIONS FOR PROMOTION/REAPPOINTMENT OF RESIDENTS/FELLOWS (IR IV.C.2.d)**

Residents/Fellows are promoted/reappointed by the Program Director under the advisement of the program's Clinical Competency Committee on the basis of acceptable periodic competency-based evaluations, and milestone evaluations, which may be supplemented by written or oral clinical and behavioral competency examinations or other evaluation methods (See GME policy on Resident/Fellow Promotions and Reappointments).

## **8. DISMISSAL AND SEVERABILITY (IR IV.C.2.d. and IV.D.1)**

It is the intent of the Resident/Fellow and Prisma Health that this Agreement shall be for a period of one (1) year. However, Prisma Health has the option to immediately terminate this Agreement for just cause, including the occurrence of any of the following:

- (a) Incapacitating illness, which in the judgment of the Resident/Fellow's Program Director precludes the Resident/Fellow from participation in the graduate medical education program and patient care activities.
- (b) Failure by the Resident/Fellow to abide by policies of Prisma Health teaching hospitals and participating sites, GME policies, departmental policies, and resident/fellow-related provisions of the Medical and Dental Staff Bylaws/Rules and Regulations of the teaching hospitals.
- (c) Failure by the Resident/Fellow to demonstrate, meet, or maintain satisfactory levels of academic, professional, and/or clinical performance required by the residency/fellowship program for ongoing training, promotion and/or reappointment.
- (d) Failure by the Resident/Fellow to comply with licensure, registration, or certification requirements and/or failure by the Resident/Fellow to maintain authorization for employment in the United States.
- (e) Actions which directly violate any of the terms of this Agreement.
- (f) Willful or inexcusable breaches of Prisma Health's rules or regulations or Standards of Behavior.
- (g) Unprofessional conduct or behavior by the Resident/Fellow which in the opinion of the appropriate Program Director interferes with the performance of the activities provided for under this agreement and/or which are determined by the appropriate Program Director and the Hospital to be unsatisfactory for members of Prisma Health House Staff. (See GME Academic and Professional Improvement, Grievance and Due Process, and Dismissal of Residents/Fellows policies)

The Resident/Fellow has the option to terminate this Agreement (i.e., resign), with or without cause, by giving the appropriate Program Director prior written notice of intent to terminate.

If this Agreement is terminated prior to the expiration of the Term, or if this Agreement is terminated as result of the expiration of the Term, Resident/Fellow shall be entitled to receive the compensation and benefits earned through the effective date of termination. Except as expressly provided above or as otherwise required by law, Prisma Health shall have no obligation to Resident/Fellow in the event of the expiration or termination of this Agreement.

Prisma Health shall comply with the obligations imposed by state and federal law and regulations to report instances in which the Resident/Fellow is not reappointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare. Furthermore, Prisma Health shall report probation, non-reappointment/non-renewal, or dismissal on verification of training requests related to licensure and credentialing.

The Resident/Fellow further acknowledges and agrees that by signing this Agreement that evaluations of his/her work and progress in the resident's/fellow's program are an integral part of the residency experience. As such, information from these evaluations may be furnished to licensing boards, certification boards, credentials/privileging committees, prospective employers and/or other program directors. In instances where this information is shared, the Resident/Fellow will indemnify and hold harmless the Prisma Health GME PROGRAM and its employees for any damages arising there from. Any information regarding a Resident/Fellow's performance required by federal or state law will be released immediately to the proper authorities.

#### **9. GRIEVANCE, DUE PROCESS and APPEALS (IR IV.C.2.e)**

Any Resident/Fellow who disputes his/her probation, suspension, non-renewal, non-promotion, or dismissal shall have the right to appeal said action through the Graduate Medical Education Committee's Grievance and Due Process policies, as from time to time amended. Violations of this Agreement may also be appealed in the same manner. Each Resident/Fellow has access to said policies during the time in training. The GME Grievance Procedures and Due Process policy will be used for such disputes. (See policy on GME Resident/Fellow Grievance and Due Process).

#### **10. PROFESSIONAL LIABILITY INSURANCE (IR IV.C.2.f)**

Throughout the term of this Agreement, Prisma Health agrees to provide Resident/Fellow occurrence-type or claims-made with an extended endorsement ("tail coverage") professional liability insurance coverage insuring Resident/Fellow against professional liability arising from Resident/Fellow's activities under this Agreement. RESIDENT/FELLOW WILL BE SOLELY RESPONSIBLE FOR THE PURCHASE OF PROFESSIONAL LIABILITY INSURANCE TO PROVIDE COVERAGE FOR PROFESSIONAL OR OTHER ACTIVITIES WHICH MAY TAKE PLACE OUTSIDE RESIDENT/FELLOW'S OBLIGATIONS UNDER THIS AGREEMENT.

Liability amounts are capped under the South Carolina Solicitation of Charitable Funds Act (Section 33-56-180 of the South Carolina Code, et. seq.) unless the acts are deemed to be willful, reckless, or grossly negligent. An award for damages when a determination that the acts are willful, reckless or grossly negligent would then trigger the excess medical professional liability coverage.

It is the responsibility of Prisma Health to provide "tail" coverage (extended reporting period) for Residents/Fellows. Employed residents/fellows are scheduled on the Prisma Health provider list. This provider list reflects the effective date and, as applicable, the termination or graduation date of each Resident/Fellow. Medical professional liability insurance is afforded to Resident/Fellow for claims that occur within the effective date of coverage and until the graduation or termination date.

Medical professional liability insurance protection is provided to Resident/Fellow within the scope of the Resident/Fellow's educational program duties and does not extend to any activities outside the scope of the educational program. It is the sole responsibility of the Resident/Fellow to purchase and provide for professional and general liability insurance coverage for all employment or professional activities (i.e. "moonlighting") engaged in by the Resident/Fellow which are not an official part of the Resident/Fellow's training program or which otherwise take place outside of Resident/Fellow's obligations under this Agreement.

The Resident/Fellow shall notify the Prisma Health Risk Manager or other designee immediately in the event a professional liability claim is filed against Resident/Fellow during the term of this Agreement or if a claim

is filed after the term of this Agreement for acts or omissions occurring during the scope of Resident/Fellow's employment.

This Section 10 shall survive termination of the Agreement.

## **11. BENEFITS (IR IV.C.2.g-j)**

Prisma Health will provide the Resident/Fellow the following benefits:

- (a) **Health Insurance:** Coverage for the Resident/Fellow and members of Resident/Fellow's immediate family (i.e., spouse or domestic partner and children) is available and is effective on the first day of the Resident/Fellow's employment. There is no premium cost to Resident/Fellow for individual coverage; family coverage is available but requires premium payment by the Resident/Fellow. Plans also include a prescription drug benefit. Charges for services not covered under the plan selected are the responsibility of the Resident/Fellow.
- (b) **Dental Insurance:** Dental plans are available at employee rate.
- (c) **Vision Insurance:** Vision plans are available at employee rate.
- (d) **Disability Insurance:** The Resident/Fellow is eligible to participate in Prisma Health's Long-Term Disability (LTD) insurance plan at no cost of premium to the Resident/Fellow. LTD eligibility begins 91 days after start date.
- (e) **Life Insurance:** The Resident/Fellow is eligible to participate in Prisma Health's basic life insurance plan. One times your annual salary life insurance coverage is provided at no cost to the Resident/Fellow. Additional life insurance is available for members of the Resident/Fellow's immediate family (i.e., spouse or domestic partner and children). Life insurance eligibility begins 91 days after start date.
- (f) **Leaves of Absence:** Resident/Fellow is afforded the opportunity to take leave from the program for vacation, holidays, medical, parental, caregiver and other reasons in accordance with the GME Vacation and Leaves of Absence policy. Such leave granted may require additional training time to meet program requirements and specialty board certification requirements. Resident/Fellow is required to consult with the Program Director to understand the effect of a leave of absence on the ability to satisfy requirements for program completion, eligibility for specialty board examinations, and specialty board certification, and the potential need for extension of training to meet these requirements.
  - i. **Vacation and Holiday Leave:** The Resident/Fellow may take up to 20 days off for vacation and holiday leave. The Resident/Fellow will continue to receive the salary as set forth above during leave. Unused leave will not be paid as a terminal benefit. Vacation and Holiday leave must be scheduled and approved in advance by the respective Program Director or designee. (See GME Vacation and Leaves of Absence Policy)
  - ii. **Medical Leave:** Leave may be taken according to written GME and Department policies. Such leave granted may require additional training time to meet program requirements and specialty board certification requirements. (See GME Vacation and Leaves of Absence Policy)
  - iii. **Parental Leave:** A Resident/Fellow is entitled to be absent from the training program on parental leave for the time period determined to be necessary and appropriate by their physician and the Program Director. Such leave granted may require additional training time to meet program requirements and specialty board certification requirements. (See GME Vacation and Leaves of Absence Policy)
  - iv. **Family Medical Leave Act and Caregiver Leave:** The Resident/Fellow is eligible for applicable leave under the Family and Medical Leave Act (FMLA) once the eligibility requirements are met: (1) 12 months of service with Prisma Health and (2) 1250 productive hours worked in the preceding 12 months. The Resident/Fellow can take FML for his/her own serious health condition, care for a spouse, child, or parent that has a serious health condition, caring for a newborn, adopted or formally placed foster child. Such leave granted may

- require additional training time to meet program requirements and specialty board certification requirements. (See FMLA General Notice)
- v. **Other Leaves of Absence:** Leave for military, jury duty, disability (physical or mental), professional, personal other approved purposes may be granted by the Program Director. Such leave granted may require additional training time to meet program requirements and specialty board certification requirements. (See GME Vacation and Leaves of Absence Policy)
  - (g) **Uniforms:** Lab coats are provided.
  - (h) **Food:** Access to food will be provided to a Resident/Fellow while on duty.
  - (i) **Wellbeing and Behavioral Health Services:** The Sponsoring Institution facilitates residents'/fellows' access to confidential and affordable counseling and behavioral health services through the Employee Assistance Program. Urgent and emergent 24/7 access is available.

## **12. MOONLIGHTING AND OTHER PROFESSIONAL ACTIVITIES (IR IV.C.2.I)**

Residency/Fellowship training is a full-time professional and educational endeavor. Resident/Fellow is not required to engage in moonlighting or other professional activities outside the program. Accordingly, the Resident/Fellow shall neither accept nor engage in employment or professional activities (moonlighting) outside of the training program without the prior written approval of the appropriate Program Director and the DIO or DIO designee. PGY-1 Residents are not permitted to moonlight. If prior approval to moonlight is obtained, it is the sole responsibility of Resident/Fellow to obtain and provide professional liability (malpractice) insurance coverage for all employment activities which are not an official part of Resident/Fellow's training program. Ongoing participation in moonlighting activities is at the discretion of the Program Director and/or DIO or DIO designee. When residents and fellows participate in moonlighting, the moonlighting hours will be counted toward the 80-hour work week limit. (See GME Resident/Fellow Moonlighting policy)

## **13. HARASSMENT AND DISCRIMINATION (IR IV.I.3)**

It is Prisma Health's objective to provide a work environment free from unlawful discrimination and harassment and will discipline any Resident/Fellow guilty of committing such conduct. Institutional policies allow residents/fellows access to processes to raise and resolve complaints in a safe and non-punitive manner (IR IV.I.3) Residents/Fellows are required to report unlawful discrimination and/or harassment. (See Prisma Health Discrimination and Harassment Policy, GME Mistreatment Policy).

## **14. ACCOMMODATIONS FOR DISABILITIES (IR IV.I.4)**

Prisma Health complies with all state and federal laws concerning qualified disabilities and does not discriminate on the basis of disability. A resident/fellow with special needs/disabilities may request reasonable accommodation(s) that will enable the resident/fellow to perform the essential functions of assigned duties.

## **15. DRUG FREE WORKPLACE**

Prisma Health prohibits: (a) manufacture, possession, use, sale, distribution, dispensation, receipt, or transportation of any invalid controlled or illegal substance; (b) theft, unauthorized use, or intentional mishandling or misuse of any medication and/or substance that is present at the premises for the purpose of treating patients; (c) being under the influence of any substance during working hours, whether prescribed or purchased over the counter, or reporting to work with detectable quantities of substances in their bodies; and (d) the consumption or possession of alcohol on Prisma Health property or while on duty (See Prisma Health Drug-Free Workplace policy).

## **16. OSHA AND CDC RECOMMENDATIONS**

Resident/Fellow is required to comply with Occupational Safety and Health Act (OSHA) and Center for Disease Control (CDC) standards, which assumes that every direct contact with a patient's blood and other body substances is infectious and requires the use of Universal Precautions to prevent parenteral, mucous membrane and non-contact skin exposures to the healthcare provider.

## **17. NON-COMPETITION (IR IV.M.)**

Neither Prisma Health nor any of its ACGME-accredited programs will require a resident/fellow to sign a non-competition guarantee or restrictive covenant as part of a resident/fellow's terms of appointment.

## **18. MISCELLANEOUS**

This Agreement constitutes the entire agreement of the parties. All prior agreements between the parties, whether written or oral, shall be of no force or effect. The paragraph headings used herein are for convenience only and shall not be used in the construction or interpretation of this Agreement. Any reference to the masculine, feminine or neutral gender shall be deemed to include the other.

The Resident/Fellow may not assign any of his/her rights, powers, duties, or obligations hereunder without express prior written approval of the Prisma Health GME Program.

## **19. GOVERNING LAW**

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

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

### **PRISMA HEALTH**

Resident/Fellow <<s:sig1\_\_\_\_\_>>  
<<firstname>> <<lastname>>, <<credentials>>  
Resident/Fellow

Program Director <<s:sig2\_\_\_\_\_>>  
Dr. <<programdirector>>  
<<program>>, Program Director

DIO <<s:sig3\_\_\_\_\_>>  
Charles J. Carter, MD / Russ Kolarik, MD  
Prisma Health Regional GME Executive and DIO (Midlands/Upstate)