



## RESIDENT/FELLOW AGREEMENT OF APPOINTMENT CONTRACT 2020-2021

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

### 1. APPOINTMENT

The resident/fellow is hereby employed by Prisma Health as a <<status>> in Prisma Health's <<program>>. In this capacity, the resident/fellow will participate in a graduate medical education program which includes, but is not limited to, classroom and lecture sessions, patient care responsibilities, and other activities as determined by resident's/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 includes abiding by Medical Record policies of the Prisma Health Hospitals' Medical and Dental Staff Bylaws Rules and Regulations 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. RESIDENT/FELLOW RESPONSIBILITIES IR (IV.B.2.a)

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) Assume responsibilities for the safe, effective and compassionate care of patients, consistent with the resident's/fellow's level of education and experience, under the direction of the program director (or designee) and supervision by the attending physician.
- b) Participate fully in the educational and scholarly activities of the residency/fellowship program and, as required, assume responsibility for teaching and supervising other residents/fellows and medical students.
- c) Develop and participate in a personal program of self-study and professional growth with guidance from the teaching staff to promote life-long learning.

- d) 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 standards of behavior) of the Sponsoring Institution and its affiliated institutions.
- e) Participate in the evaluation of the program and its faculty.
- f) Conduct themselves in a manner which does not disrupt the orderly operation of any Prisma Health facility or adversely impact the public's perception of Prisma Health or their employees, officers, facilities or programs.
- g) Conduct themselves in a professional manner through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population.
- h) Develop an understanding of ethical, socioeconomic, and medical legal issues that affect the practice of medicine.
- i) 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.
- j) Keep patient care charts, records, and reports up-to-date and signed in a timely manner.
- k) Report accurate and honest clinical experience and educational work hours (duty hours) information. (CPR. VI.F)
- l) Adhere to ACGME institutional, common program requirements, and respective program's requirements.

### 3. SPONSORING INSTITUTION AND PROGRAM RESPONSIBILITIES

- a) The Sponsoring Institution and its Programs agree to provide a clinical learning environment in which residents/fellows have the opportunity to communicate and exchange information, raise concerns, and provide feedback to the Sponsoring Institution and its respective programs without intimidation and retaliation and in a confidential manner. (IR III.A.)
- b) Security services and personal safety measures will be provided at all participating sites, including parking facilities. (IR III.B.7.d) (.2)
- c) Safe, quiet and private sleep/rest facilities, will be provided, as appropriate. (IR III.B.5.b) (.1)
- d) The Sponsoring Institution and each of its ACGME-accredited programs will only assign residents/fellows to learning and working environments that facilitate patient safety and health care quality. (IR I.A.4)
- e) Each program provides access to information related to eligibility for specialty board examinations. (IR IV.B.2.k)
- f) Provide residents/fellows access to systems for reporting errors, adverse events, unsafe conditions, and near misses in a protected manner that is free from reprisal. (IR III.B.1.a)
- g) Provide opportunities for residents/fellows to contribute to root cause analysis or other similar risk reduction processes. (III.B.1.b)
- h) Educate core faculty and residents/fellows in ensuring effective transitions of patient care (IR III.B.3.a)
- i) Educate and monitor accurate completion of required documentation by residents/fellows. (III.B.6.c.) (.2)

- j) The Sponsoring Institution must ensure that its ACGME-accredited program(s) provide(s) a professional, respectful and civil environment that is free from unprofessional behavior, including mistreatment, abuse and/or coercion of residents/fellows, other learners, faculty members, and staff members.
- k) Ensure a process for education of residents/fellows and faculty members regarding unprofessional behavior and confidential process for reporting, investigating, monitoring and addressing such concerns. (IR III.B.6.d) (.1)
- l) The Sponsoring Institution and its ACGME-accredited program(s) must educate residents/fellows and faculty in identification of the symptoms of burnout, depression, and substance abuse including means to assist those who experience these conditions.  
(IR III.B.7.b)

#### 4. FACULTY RESPONSIBILITIES AND SUPERVISION (CPR VI.A.2.)

Faculty are responsible for and personally involved in care provided to individual patients. Faculty 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)

#### 5. DURATION OF APPOINTMENT IR (IV.B.2.b)

The anticipated term of this Agreement should be for a period of one (1) year beginning on the effective date and continuing through <<enddate>>.

**SAMPLE**

#### 6. FINANCIAL SUPPORT (IR IV.B.2.c)

The resident/fellow shall be compensated for the term of this Agreement at an annual rate of <<compensation>>. The date on which this rate will go into effect is <<startdate>>.

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

Residents/fellows are promoted/reappointed 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; by recommendation of their department's Clinical Competency Committee; and by final approval by the Graduate Medical Education Committee. (See GME policy on Resident/Fellow Promotions and Reappointments).

#### 8. DISMISSAL IR (IV.C.)

It is the intent of the resident/fellow and Prisma Health that this Agreement shall be for a period of one (1) year, provided, however, the resident/fellow has the option to terminate this Agreement, with or without cause, by giving the appropriate Program Director at least thirty (30) days prior written notice of intent to terminate. Prisma Health has the option to immediately terminate this Agreement "for just cause":

- a) Incapacitating illness, which in the judgment of the resident's/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, GMEC 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 programs as determined by evaluations.
- 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 the resident/fellow agreement of appointment.
- f) Willful or inexcusable breaches of Prisma Health’s rules or regulations.
- 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)

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

Any resident/fellow who disputes any action of any party 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 the resident/fellow agreement may also be appealed in the same manner. Each resident/fellow will receive a copy of said policies at the time training begins and each year following. The GME Grievance, Processes 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.B.2.F)

All employees, including residents/fellows, are covered for Medical Professional Liability as follows: Prisma Health is self-insured for medical professional liability insurance up to \$1.2M per claim. Prisma Health also purchases a “claims-made” excess medical professional liability policy from National Fire & Marine Insurance Company, a Berkshire Hathaway company. Excess medical professional liability coverage will be provided at a minimum limit of \$5M.

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 all employees, including 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 provider. Medical professional liability insurance is

afforded to each 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 each resident/fellow within the scope of the resident's/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 obtain 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's/fellow's training program.

The Resident/Fellow shall notify the Prisma Health Risk Manager or other designee immediately in the event a professional liability claim is filed against him/her during the term of his/her agreement or if a claim is filed after the term of this Agreement for acts or omissions occurring during the scope of his/her employment.

## 11. BENEFITS IR (IV.B.2.g)

Prisma Health will provide the resident/fellow the following benefits:

- a) Health Insurance: Coverage for the resident/fellow and members of his/her immediate family, (i.e., spouse or domestic partner and children), is available and is effective on the first day of the resident's/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. Prisma Health includes a prescription drug benefit. Charges for services not covered under the plan selected by the resident/fellow are his/her responsibility.
- 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 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's/fellow's immediate family, (i.e., spouse or domestic partner and children). Life insurance eligibility begins 91 days after start date.
- f) 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 his/her 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 his/her designee. Five of these days may be scheduled by program near calendar year end. (See GME Leaves of Absence Policy – Vacation & Holiday)
- g) Sick Leave: Leave (to include sick, maternity, or family medical leave) may be taken according to written GMEC and Department policies. Such leave granted may require additional training time to meet program requirements. (See GME Resident/Fellow Leaves of Absence policies)

- h) Maternity Leave: A female resident/fellow is entitled to be absent from the training program on maternity leave for the time period determined to be necessary and appropriate by her physician. Such leave granted may require additional training time to meet program requirements. (See GME Leaves of Absence Policy - Maternity)
- i) Family Medical Leave Act: 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. (See FMLA General Notice)
- j) Other Leaves of Absence: Leave for military, jury duty, disability (physical or mental), professional, personal, parental, and other approved purposes may be granted by the Program Director. Such leave granted may require additional training time to meet program requirements. (See GME Resident/Fellow Leaves of Absence policies)
- k) Sleep/Rest Facilities: Prisma Health will provide safe, suitable sleep/rest facilities.
- l) Uniforms: Up to four (4) uniforms (lab coats) are issued to residents/fellows during their first (1<sup>st</sup>) contract year only. Hospital laundering of lab coats issued to a resident/fellow will be performed at no cost to the resident/fellow.
- m) Meals: Access to meals will be provided to a resident/fellow while on duty. Benefit varies by location. See handbook/manual for location specifics.

SAMPLE

#### 12. CLINICAL EXPERIENCE AND EDUCATION HOURS (DUTY HOURS) CPR (VI.F.)

Resident/Fellow clinical experience and education hours and on-call schedules will conform to the Accreditation Council for Graduate Medical Education (ACGME) requirements. All residents/fellows are expected to appear for duty appropriately rested and fit to provide the services required by their patients. (See GME Resident/Fellow Clinical Experience and Education Hours policy.)

#### 13. MOONLIGHTING AND OTHER PROFESSIONAL ACTIVITIES CPR (VI.F.5)

Residency/fellowship training is a full-time educational endeavor. Residents/fellows are 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. (CPR VI.F.5.c) If prior approval to moonlight is obtained, IT IS THE SOLE RESPONSIBILITY OF THE RESIDENT/FELLOW TO OBTAIN AND PROVIDE PROFESSIONAL LIABILITY INSURANCE (MALPRACTICE) COVERAGE FOR ALL EMPLOYMENT ACTIVITIES WHICH ARE NOT AN OFFICIAL PART OF THE RESIDENT'S/FELLOW'S TRAINING PROGRAM. However, adverse events may lead to withdrawal of permission to moonlight. 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)

#### 14. WELLBEING AND RESILIENCE HEALTH SERVICES IR (IV.H.1)

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. Also, the Sponsoring Institution's supports and assists programs in developing annual wellness plans to promote resiliency and mitigate burn-out among medical staff, residents/fellows, and medical students. (See Prisma Health Impairment and GME Clinical Learning and Working Environment policy)

#### 15. PHYSICIAN IMPAIRMENT AND SUBSTANCE ABUSE IR (IV.H.2)

Prisma Health provides education on physician impairment (including substance abuse) to residents/fellows. Appropriate confidential counseling services are provided in a non-punitive fashion, when necessary. (See Prisma Health Impairment policy)

#### 16. HARASSMENT IR (IV.H.3)

Prisma Health provides a work environment free from sexual and other forms of harassment and will discipline any resident/fellow guilty of committing such conduct. This work environment allows residents/fellows access to processes to raise and resolve complaints in a safe and non-punitive environment. (See Prisma Health Harassment Policy)

#### 17. ACCOMMODATIONS FOR DISABILITIES IR (IV.H.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 his/her assigned duties.

#### 18. DRUG FREE WORKPLACE

The illegal manufacture, illegal distribution, illegal dispensation, illegal possession, or illegal use of narcotics, drugs, or other controlled substances is strictly prohibited by Prisma Health. (See Prisma Health Substances Abuse policy)

**SAMPLE**

#### 19. OSHA AND CDC RECOMMENDATIONS

The 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.

#### 20. NON-COMPETITION IR (IV.L.)

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

21. 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. <<program\_director>>

<<program>>, Program Director

**SAMPLE**

DIO <<s:sig3\_\_\_\_\_>>

Katherine G. Stephens, PhD, MBA

VP for Medical Education & DIO

Revised 01/2020