AGREEMENT OF APPOINTMENT 2016-2017

STATE OF SOUTH CAROLINA )
COUNTY OF RICHLAND )

RESIDENT/FELLOW AGREEMENT OF APPOINTMENT

This agreement is entered into the 1st day of July, 2016 between Palmetto Health or “Sponsoring Institution”, a multiple teaching hospital/health system, located in Columbia, South Carolina (hereinafter “Palmetto Health”) and xx, DO (hereinafter “Resident/Fellow”).

1. APPOINTMENT
The resident/fellow is hereby employed by Palmetto Health as a PGY X Fellow in the Department of Medical Education for XX. 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 regulation of the Hospital and its Department of Medical Education, as these policies, procedures, rules and regulations currently exist and may from time to time be amended. Specifically, the Resident/Fellow agrees to abide by Medical Record provisions of the Palmetto Health Hospitals’ Medical and Dental Staff Bylaws. Rules and Regulation, 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. (See 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) Under the direction of the Program Director (or designee) and supervision by the Attending physician, assume responsibilities for the safe, effective and compassionate care of patients, consistent with the resident’s/fellow’s level of education and experience.
   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.
   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) Develop an understanding of ethical, socioeconomic, and medical legal issues that affect the practice of medicine.
   g) 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.
   h) Keep charts, records, and reports up-to-date and signed at all times.
   i) Report accurate and honest duty hours information. (CPR. VI.A.6.h)
   j) Adhere to ACGME institutional and program requirements.
3. SPONSORING INSTITUTION AND PROGRAM RESPONSIBILITIES

a) The Sponsoring Institution and its Programs agree to provide a learning and working 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. (III.A.)

b) In addition, security services and personal safety measures will be provided at all participating sites, including parking facilities; safe, quiet and private sleep/rest facilities; and hospital and institutional grounds. (II.F.2)

c) Must support and facilitate safe and appropriate patient care and effectively collaborate with the clinical quality and patient safety programs within the Sponsoring Institution and its major participating sites. (I.A.4)

d) Each program provides access to information related to eligibility for specialty board examinations. (IV.B.2.k)

e) 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; and,

f) Provide opportunities for residents to contribute to root cause analysis or other similar risk reduction processes. (III.B.1.a-b)

g) Educate core faculty and residents/fellows and ensure effective transitions of patient care (III.B.3)

h) Educate and monitor accurate completion of required documentation by residents; and identification of resident/fellow mistreatment. (III.B.6.b-c)

4. FACULTY RESPONSIBILITIES AND SUPERVISION

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 PH GME Resident Supervision of Palmetto Health Resident/Fellow Physicians Policy)

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

The term of this Agreement is for one (1) year beginning July 1, 2016 and ending June 30, 2017.

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

The resident/fellow shall receive as compensation for the term of this Agreement an amount equal to $59,342.40.

7. CONDITIONS FOR PROMOTION/REAPPOINTMENT OF RESIDENTS 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 PH GME Resident Promotion/Reappointment policy)

8. 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 residents’/fellows’ Grievance Procedures and Due Process policy will be used for such disputes. (See PH GME Resident Grievance and Due Process Policies)
9. PROFESSIONAL LIABILITY INSURANCE IR (IV.B.2.F)

Palmetto Health has purchased “claims made” professional liability protection from Continental Insurance Company to protect all employees including residents/fellows. This protection was purchased through Palmetto Healthcare Liability Insurance Program (PHLIP) that is a captive insurance program. The limit of professional liability afforded is $600,000 per claim in excess of Palmetto Health’s self-insured retention that involves an employed resident/fellow. This coverage is subject to an aggregate limit of $4,000,000. All aggregate liability limits are shared among the participating members of PHLIP. There are multiple hospital and hospital system members of PHLIP. (Coverage’s are subject to periodic change by the PHLIP Board of Directors.)

Palmetto Health has also purchased high excess professional liability protection through PHLIP. The high excess limit is $20,000,000 per claim. The high excess policy has a $30,000,000 annual aggregate limit which is also shared by all members of PHLIP. (Coverage’s are subject to periodic change as determined by the PHLIP Board of Directors.)

It is the responsibility of Palmetto Health and not individual residents/fellows to purchase the extended reporting period (ERP) endorsement of “tail” coverage. Employed residents/fellows are scheduled on the Palmetto Health provider list. This provider list reflects the effective date and, as applicable, the graduation or termination date of each provider. Professional liability protection is afforded to each resident/fellow for claims that occur within the effective date of coverage and until the graduation or termination effective date. 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.

This professional liability insurance will only provide coverage for the resident/fellow in the performance of duties and obligations of this Agreement. 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.

10. BENEFITS IR (IV.B.2.g)

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

a) **Health Insurance**: Coverage for the resident/fellow and member 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 residents/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 basic plan (or for resident/fellow failure to complete the health screening or other enrollment requirements by designated dates) are the responsibility of the resident/fellow.

b) **Dental Insurance**: The resident/fellow is eligible to participate in Palmetto Health’s low option dental plan provided at no charge for the resident’s/fellow’s individual coverage. Coverage is available for members of the resident’s/fellow’s immediate family, (i.e., spouse or domestic partner and children), but requires premium payment by the resident/fellow. The Resident/Fellow may elect to participate in the Hospital’s high option dental plan with the cost of the premium difference paid by the resident/fellow.

c) **Disability Insurance**: The resident/fellow is eligible to participate in Palmetto Health’s Long Term Disability insurance plan at no premium cost to the resident/fellow. LTD eligibility begins 91 days after their start date.

d) **Life Insurance**: The resident/fellow is eligible to participate in Palmetto Health’s life insurance plan, with one time salary life insurance coverage provided at no cost to the resident/fellow. One or two times salary in additional life insurance may be purchased by the resident/fellow. Life insurance eligibility begins 91 days after their start date.
e) **Vacation and Holiday Leave:** The resident/fellow may take up to 20 days (23 days for PGY 3 and above) 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 must be scheduled by program near calendar year end. (See PH GME Resident Vacation and Holiday Leave Policy)

f) **Sick Leave:** Leave (to include sick, maternity, or family medical leave) may be taken according to written GMEC and Department policies. (See PH GME Resident Leave of Absence policies)

g) **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 PH GME Resident Leave of Absence policies eg, Maternity Leave, Paternity Leave, Sick/Medical Leave)

h) **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 Palmetto 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 PH FMLA policy)

i) **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 Director of Education/Program Director. Such leave granted may require additional training time to meet program requirements. (See PH GME Resident Leave of Absence policies)

j) **Sleep/Rest Facilities:** Palmetto Health will provide safe, suitable sleep/rest facilities.

k) **Uniforms:** Four (4) uniforms (lab coats) are issued to residents/fellows during their first (1st) contract year. Hospital laundering of uniforms (lab coats) issued to a resident/fellow will be performed at no cost to the resident/fellow.

l) **Meals:** Meal allowances will be provided to a resident/fellow while on duty at Palmetto Health Richland and Palmetto Health Baptist as specified in the policy. (See PH GME Resident Meals While on Duty policy)

---

**11. DUTY HOURS CPR (VI.G.)**

Resident/fellow duty 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 PH GME Resident Duty Hours policy).

**12. MOONLIGHTING AND OTHER PROFESSIONAL ACTIVITIES CPR (VI.G.2)**

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 Departmental Director of Education/Program Director and the DIO or DIO designee. 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 effects may lead to withdrawal of permission to moonlight. (IV.I.1.d) When residents and fellows participate in moonlighting, the moonlighting hours will be counted toward the 80 hour work week limit. (See PH GME Resident Moonlighting and Other Professional Activities policy)
13. MENTAL HEALTH SERVICES  IR (IV.H.1)
The Sponsoring Institution facilitates residents’/fellows’ access to confidential counseling and behavioral health services through the Employee assistance program (E-Care). (See PH GME Resident Impairment and Learning and Working Environment policy)

14. PHYSICIAN IMPAIRMENT AND SUBSTANCE ABUSE  IR (IV.H.2)
Palmetto 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 PH GME Resident Impairment policy)

15. HARASSMENT  IR (IV.H.3)
Palmetto Health provides a work environment free from sexual and other forms of harassment and will discipline any Resident/Fellow guilty of committing such conduct. (See PH Human Resources Harassment PGR)

16. ACCOMMODATIONS FOR DISABILITIES  IR (IV.H.4)
Palmetto 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.

17. 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 Palmetto Health. (See PH Substances Abuse policy)

18. OSHA AND CDC RECOMMENDATIONS
The Resident/Fellow is required to comply with Occupational Safety and Health Act (SHA) 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 protective equipment to prevent parenteral, mucous membrane and non-contact skin exposures to the healthcare provider. Palmetto Health agrees to provide, and make readily available, personal protective equipment to include gloves, face protection (masks and goggles), and cover gowns.

19. DISMISSAL  IR (IV.C.)
It is the intent of the Resident/Fellow and Palmetto 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. Palmetto Health has the option to immediately terminate this Agreement “for cause”. Termination for cause includes, but is not limited to the following:

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 Palmetto Health’s 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 Palmetto Health rules or regulations.
g) Unprofessional conduct or behavior by the Resident/Fellow which in the opinion of the appropriate Program Director interfere 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 Palmetto Health’s House Staff. (See PH GME Resident Disruptive Behavior, Corrective Action, Grievance and Due Process, and Dismissal of Residents policies)

20. NON-COMPETITION IR (IV.L.)
Neither Palmetto 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 THIS AGREEMENT is made effective this __________ day of ____________, in the County of Richland, State of South Carolina.

DESIGNATED INSTITUTIONAL OFFICIAL

Katherine G. Stephens, PhD, MBA, FACHE
VP for Medical Education & DIO,
Associate Dean for GME

Charles D. Beaman, Jr.
Chief Executive Officer

Tenley Murphy, MD
XX, Program Director

XX, DO
Resident/Fellow

Revised February 2016