

- j) 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 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) Security services and personal safety measures will be provided at all participating sites, including parking facilities.. (II.F.2)
- c) Safe, quiet and private sleep/rest facilities, will be provided, as appropriate.
- d) To 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)
- e) Each program provides access to information related to eligibility for specialty board examinations. (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.
- g) Provide opportunities for residents to contribute to root cause analysis or other similar risk – reduction processes. (III.B.1.a-b)
- h) Educate core faculty and residents/fellows in ensuring effective transitions of patient care (III.B.3)
- i) 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 (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 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, 2018** and ending **June 30, 2019**.

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

The resident/fellow shall be compensated for the term of this Agreement at a rate of **\$xx,xxx.xx**. The effective date of the rate will be July 1, 2018.

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 Promotions and Reappointments 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 termination or graduation 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 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. 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 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 start date.
- e) **Vacation and Holiday Leave:** The resident/fellow may take up to 20 days for PGY 1,2 (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 Leave of Absence Policy – Vacation & Holiday)
- f) **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 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 Leave of Absence Policy - Maternity)
- 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 Program Director. Such leave granted may require additional training time to meet program requirements. (See PH GME Resident Leaves of Absence policies)
- j) **Sleep/Rest Facilities:** Palmetto Health will provide safe, suitable sleep/rest facilities.
- k) **Uniforms:** Up to four (4) uniforms (lab coats) are issued to residents/fellows during their first (1st) contract year only. Hospital laundering of 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 Meals While on Duty policy)

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

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 Clinical Experience and Education Hours policy)

12. 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 PH GME Resident Moonlighting and Other Professional Activities policy)

13. BEHAVIORAL 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 (E-Care). Urgent and emergent 24/7 access is available. Also, the Sponsoring Institution's Resilience Advisory Council (RAC) supports and assists programs in developing annual wellness plans to promote resiliency and mitigate burn-out among medical staff, residents, and medical students. (See PH GME Resident Impairment and Clinical 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 (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 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 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 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

PALMETTO HEALTH

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

 Charles D. Beaman, Jr.
 Chief Executive Officer

 XX, MD/DO
 Emergency Medicine, Program Director

 XX, MD/DO/DDS/DMD
 Resident/Fellow

SAMPLE