

**MEDICAL UNIVERSITY OF SOUTH CAROLINA
2020-2021 YEAR RESIDENT AGREEMENT
<FIRST> <MIDDLE> <LAST>, <CREDENTIALS>**

This RESIDENT APPOINTMENT AGREEMENT ("AGREEMENT") is made as of <DATE PRINTED>, and entered into by and between the MEDICAL UNIVERSITY OF SOUTH CAROLINA GRADUATE MEDICAL EDUCATION PROGRAM ("MUSC GME PROGRAM") and the Medical University Hospital Authority (herein known collectively as MUSC GME PROGRAM) and <FIRST> <MIDDLE> <LAST>, >CREDENTIALS> for the period <DURATION OF CONTRACT>.

WITNESSETH

ARTICLE I

By virtue of this AGREEMENT, the above indicated individual is appointed as a Resident of the MUSC GME PROGRAM. The Resident agrees to abide by the policies, procedures, rules, and regulations of the Medical University of South Carolina, the Medical University Hospital Authority, and the MUSC GME PROGRAM, as these policies, procedures, rules and regulations currently exist and may, from time to time, be amended. The Resident has been informed that the MUSC GME Handbook for <ACADEMIC YEAR> is located at <https://medicine.musc.edu/-/sm/medicine/education/gme/f/gme/gme-handbook.ashx?la=en>. The Resident agrees to be responsible for knowing all information contained in the Handbook. The Resident acknowledges that he/she has reviewed the applicable Scope of Practice as outlined by the Residency Program. The Scope of Practice is located at <https://medicine.musc.edu/education/gme/residents-and-fellows/scope-of-practice>. The Resident acknowledges and understands that all PGY-1 Residents and those with a South Carolina limited license are not permitted to engage in any moonlighting, as defined in the MUSC GME Handbook.

The Resident understands that all Residents with a South Carolina PERMANENT LICENSE are permitted to ONLY engage in moonlighting, as defined in the MUSC GME Handbook, after receiving proper authorization through the MUSC Moonlighting Approval process (See Form).

The Resident acknowledges that information concerning professional liability insurance, health insurance, disability insurance, leave, eligibility for specialty board examinations, grievance procedures, and policies and procedures regarding duty hours and moonlighting are contained in the GME Handbook for <ACADEMIC YEAR> located at <https://medicine.musc.edu/-/sm/medicine/education/gme/f/gme/gme-handbook.ashx?la=en> as well as the University Benefits Overview page located at <http://academicdepartments.musc.edu/hr/university/benefits/>

ARTICLE II

The Resident's title is as follows:

<FIRST> <MIDDLE> <LAST>, <CREDENTIALS>
<DEPARTMENT> - <DIVISION>
<PGY>

Effective <DATE PAY IS EFFECTIVE>, the following pay levels were established:

<u>LEVEL</u>	<u>SALARY</u>	<u>LEVEL</u>	<u>SALARY</u>
PGY-1	\$53,948.00	PGY-5	\$61,849.00
PGY-2	\$55,717.00	PGY-6	\$64,604.00
PGY-3	\$57,224.00	PGY-7	\$68,838.00
PGY-4	\$59,647.00	PGY-8	\$72,679.00

ARTICLE III

RESIDENT OBLIGATIONS AND RESPONSIBILITIES:

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1. The Resident must meet the qualifications for Resident eligibility as determined by the Accreditation Council for Graduate Medical Education (hereinafter ACGME) and the South Carolina Board of Medical Examiners. The Resident must submit to a criminal background check and a drug screen test in accordance with MUSC and the Medical University Hospital Authority requirements. Results of the criminal background check or a positive result in the drug screen test may result in rescinding the offer of a residency training position and this appointment. For Residents entering at the PGY-3 level or above, official documentation of passing the USMLE Step 3 (or COMLEX or MCCQE parts I and II equivalent) must be provided. Commencement of the Resident's training is contingent on securing and maintaining an appropriate license in the State of South Carolina and, if applicable, controlled substance registrations as required by State and Federal agencies. Commencement of the Resident's training is further contingent upon proof of U.S. citizenship or legal immigrant status, and proper work authorization or J-1 or H-1B approval as determined by the Program Director. The Resident agrees to provide proper documentation of these registrations to the MUSC Office of Graduate Medical Education at the time of issue and renewal. Failure to maintain proper credentials may result in suspension or termination from the MUSC GME PROGRAM and possible penalties and/or fines.

2. The Resident agrees to perform the duties and responsibilities required of him/her within the regular hours of work and the on-call hours as determined by the Program Director in conformity with the conditions established by the ACGME.

The Resident further agrees to comply with the ACGME duty hour limitations and policies or procedures implemented by the MUSC Graduate Medical Education Committee ("MUSC GMEC") to comply with these limitations. In that regard, the Resident agrees to accurately track and report duty hours as defined by the ACGME and the MUSC GMEC. The current MUSC GMEC policy on duty hours reporting states all Residents are required to report their duty hours using the E*Value system. Residents must log their duty hours a minimum of once every fifteen days. If fifteen days pass without a Resident logging his/her duty hours, the GME Office will notify the Program Director and the Coordinator of the infraction. The GME Office will check the next day to ensure the past due hours have been made current. If not, the Resident will be sent home using a vacation day so that s/he may immediately log the delinquent duty hours. Repeated failure to report duty hours or falsification of duty hours will result in suspension and/or termination from the MUSC GME PROGRAM. The Resident shall notify the Residency Program Director and the ACGME Designated Institutional Official (ACGME DIO) for GME if s/he is in danger of exceeding the ACGME duty hours limitations.

3. The Resident agrees to perform his/her duties and responsibilities to the best of his/her abilities at a satisfactory level of competence as determined by the Program Director in consultation with the Residency Program's faculty through a continuous, confidential evaluation of the Resident's performance.

4. The Resident agrees to comply with all applicable policies, procedures, rules and regulations of the Medical University Hospital Authority and all other training facilities, as the same may exist from time to time, including any rules and regulations described in the MUSC GME Handbook.

5. The Resident agrees to complete medical records in accordance with the Medical University Hospital Authority policies (see MUSC GME Handbook) unless there is a valid excuse as determined by the Program Director. The Resident agrees to complete all medical records in a manner **WHICH COMPLIES WITH ALL FEDERAL, STATE AND HOSPITAL POLICIES, RULES, AND REGULATIONS**. The Resident's performance in medical record completion will be considered in the overall performance review when appointments are considered for renewal. Recurrent, ongoing, and continuing failure to meet this obligation may result in suspension or termination from the MUSC GME PROGRAM and possible penalties and/or fines.

6. The Resident agrees to meet the requirements of MUSC Employee Health Services relating to pre-placement clearance prior to starting the residency program, which includes a negative result from a drug screen test, and periodic evaluation of the Resident's ability to perform the duties and responsibilities required hereunder.

7. The Resident agrees to provide patient care commensurate with his/her level of knowledge and skill under a combination of direct supervision and progressive independence based upon demonstrated competence and abilities. The Resident agrees to provide safe, effective, and compassionate care based upon the best evidence available. The Resident will develop an understanding of ethical, socioeconomic/cultural and medical-legal issues that affect patient care and will learn to apply appropriate cost-containment measures in the provision of care.

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8. The Resident agrees to participate in all educational activities of the residency program and those required by the MUSC GMEC. The Resident agrees to participate in any institutional committees or councils to which the Resident is appointed, assigned, or selected. The Resident accepts the responsibility for teaching and supervising medical students and other Residents and, when called upon, renders an evaluation of the performance of these individuals. The Resident's performance as a clinical teacher will be considered as part of the evaluation process and as a condition for renewal of this AGREEMENT.
9. The Resident agrees to take USMLE Part 3 (or COMLEX or MCCQE parts I and II equivalent) during the PGY-1 year and to pass the USMLE Part 3 (or COMLEX or MCCQE parts I and II equivalent) before the end of the PGY-2 year. Failure to take the exam during the PGY-1 year or to pass it before the end of the PGY-2 year will result in the non-renewal of this appointment.
10. The Resident agrees to abide by the MUSC Code of Conduct, to act in a professional manner, and present a professional appearance while engaged in any and all residency program activities. Recurrent, ongoing, and continuing failure to behave or dress professionally may result in suspension or termination from the MUSC GME PROGRAM.

ARTICLE IV

MUSC GME PROGRAM RESPONSIBILITIES:

MUSC GME PROGRAM agrees to provide, through its affiliated facilities, an education and training program that is accredited by the ACGME and its various residency review committees. The education and training will take place in facilities that are approved by the Joint Commission or other recognized healthcare accrediting agencies.

ARTICLE V

COMPENSATION AND BENEFITS:

MUSC GME PROGRAM agrees to provide compensation and benefits to the Resident as the sole consideration for the services provided by the Resident hereunder. For more specific details about each benefit, refer to the GME Handbook as well as the University Benefits Overview page located at <http://academicdepartments.musc.edu/hr/university/benefits/>

ARTICLE VI

TERMINATION:

Enrollment in the residency program during the period of this AGREEMENT is expressly conditioned upon satisfactory performance by the Resident during the entire term of the AGREEMENT.

In the event that the Program Director concludes that the Resident has not performed satisfactorily or has violated the terms of this AGREEMENT, the Resident may be dismissed by the ACGME DIO for GME. The Resident may request a grievance hearing in accordance with the procedure described in the MUSC GME Handbook.

If the Resident is terminated prior to this AGREEMENT's expiration date, the ACGME DIO will notify the South Carolina Board of Medical Examiners and when appropriate, the Educational Commission for Foreign Medical Graduates (ECFMG). In the event this AGREEMENT is terminated by the resignation of a Resident holding a Limited License, the ACGME DIO will notify the South Carolina Board of Medical Examiners, and when appropriate, the ECFMG.

The Resident further acknowledges by signing this AGREEMENT that evaluations of his/her work and progress in the residency 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 will indemnify and hold harmless the MUSC GME PROGRAM and its employees for any damages arising there from. Any information regarding a Resident's performance required by federal or state law will be released immediately to the proper authorities.

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ARTICLE VII

MISCELLANEOUS:

1. 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.
2. The Resident may not assign any of his/her rights, powers, duties or obligations hereunder without express prior written approval of the MUSC GME PROGRAM.

ARTICLE VIII

RENEWAL:

The Resident understands and agrees that the terms of the AGREEMENT are up to one (1) year or to completion of training, whichever comes first, as set forth in Paragraph 1, and no further appointment is assured or to be implied from any of the terms and conditions of this AGREEMENT or any other written or oral communications between parties. The MUSC GME PROGRAM may elect not to renew this AGREEMENT for any reason to include, but not limited to, unsatisfactory performance or any of a multitude of factors beyond its control (e.g., changes in Medicare funding or other regulations, changes in ACGME requirements, etc.). The Resident may request a grievance hearing regarding a decision of nonrenewal in accordance with the procedure described in the MUSC GME Handbook.

Successful completion of any Resident remediation plan, under the auspices of GME, is determined by the Resident's CCC (Clinical Competency Committee). Renewal of a resident agreement will not be actualized until it has been determined that the Resident has successfully completed the remediation plan. If the Resident is in remediation or placed in remediation after a renewal agreement has been tendered and/or executed, GME reserves the right to rescind/cancel the renewal agreement.

The undersigned Resident acknowledges that evaluations are an important part of residency training and hereby grants the institution permission to provide such evaluations and related information to those it deems to have a legitimate right or need to know.

In Witness Whereof, the parties have executed this AGREEMENT:

Signature: _____ Date: _____
<FIRST> <MIDDLE> <LAST>, <CREDENTIALS>
<DEPARTMENT> - <DIVISION>

Signature: _____ Date: <DATE>
Patrick J. Cawley, M.D., M.H.M, FACHE
VP for Health Affairs, University
CEO, MUSC Health

Signature: _____ Date: <DATE>
Raymond N. DuBois, M.D., Ph.D.
Dean, College of Medicine
Medical University of South Carolina

Signature: _____ Date: <DATE>
E. Benjamin Clyburn, M.D.
ACGME Designated Institutional Official for GME
Medical University of South Carolina