

**MEDICAL UNIVERSITY OF SOUTH CAROLINA**  
**<ACADEMIC 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 HOSPITAL AUTHORITY ON BEHALF OF ITS' REGIONAL NETWORK GRADUATE MEDICAL EDUCATION PROGRAM ("MUSC-Regional Network GME PROGRAM") and <FIRST> <MIDDLE> <LAST>, <CREDENTIALS> for the period <DURATION OF CONTRACT>. (IR IV.C.2.b)

**WITNESSETH**

**ARTICLE I**

By virtue of this AGREEMENT, the above indicated individual is appointed as a Resident of the MUSC-Regional Network 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-Regional Network 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 -Regional Network GME Resident Manual for <ACADEMIC YEAR> is located at <https://muschealth.org/health-professionals/gme-regional-network/resident-resources>. The Resident agrees to be responsible for knowing all information contained in the Manual. The Resident acknowledges that he/she has reviewed the applicable Scope of Practice Program.

The Resident understands that all eligible Residents with a South Carolina PERMANENT LICENSE are ONLY permitted to engage in moonlighting, as defined in the MUSC-Regional Network GME Resident Manual, after receiving proper authorization through the MUSC-Regional Network moonlighting approval process. (IR IV.C.2.I)

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 MUSC-Regional Network GME Resident Manual for <ACADEMIC YEAR> located at <https://muschealth.org/health-professionals/gme-regional-network/resident-resources> (IR IV.C.2.f-k)

**ARTICLE II**

The Resident's title is as follows:

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

Effective July 1, <ACADEMIC YEAR>, the following pay levels were established: (IR IV.C.2.c)

| <u>LEVEL</u> | <u>SALARY</u> |
|--------------|---------------|
| PGY-1        | \$XXX         |
| PGY-2        | \$XXX         |
| PGY-3        | \$XXX         |

**ARTICLE III**

**RESIDENT OBLIGATIONS AND RESPONSIBILITIES: (IR IV.C.2.a)**

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(s) and drug screen test(s) in accordance with MUSC, the Medical University Hospital Authority, Veteran Affairs Medical Centers and/or any external clinical site requirements if applicable. 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, COMLEX Level 3, or 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

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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 approval. The Resident agrees to provide proper documentation of these registrations to the MUSC-Regional Network Graduate Medical Education at the time of issue and renewal. If applicable, failure to maintain proper credentials or work visas may result in suspension or termination from the MUSC-Regional Network GME PROGRAM and possible penalties and/or fines.

2. The Resident agrees to perform the duties and responsibilities required 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.
3. The Resident further agrees to comply with the ACGME duty hour limitations and policies or procedures implemented by the MUSC-Regional Network Graduate Medical Education Committee ("MUSC-Regional Network 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-Regional Network GMEC. 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. (IR IV.C.2.I)
4. The Resident agrees to perform Resident duties and responsibilities at a satisfactory level of competence as determined by the Program Director in consultation with the Residency Program's faculty through a continuous and confidential evaluation of the Resident's performance.
5. 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 [Regional Network GME Resident Manual](#).
6. The Resident agrees to complete medical records in accordance with the Medical University Hospital Authority policies 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 disciplinary action including up to termination from the MUSC-Regional Network GME PROGRAM.
7. 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 on a drug screen or test, and periodic evaluation of the Resident's ability to perform the duties and responsibilities required hereunder.
8. The Resident agrees to provide patient care commensurate with their 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. The Resident agrees to participate in all educational activities of the residency program and those required by the MUSC-Regional Network GME. 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, to render evaluation of the performance of these individuals. The Resident's performance as a clinical teacher will be considered part of the program's evaluation process prior to renewal of their contract.
9. The Resident agrees to take USMLE or COMLEX in accordance with the MUSC-Regional Network GME Resident Manual.
10. The Resident agrees to abide by the [MUSC Code of Conduct](#) and [MUSC Standards of Professional Behavior](#), to act in a professional manner at all times, be on time, and present a professional appearance while engaged in any and all residency program activities. Recurrent, ongoing, and continuing failure to be on time, behave professionally and/or dress professionally may result in disciplinary action including up to termination from the MUSC-Regional Network GME PROGRAM.

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**ARTICLE IV**

**MUSC GME PROGRAM RESPONSIBILITIES:**

MUSC-Regional Network 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:** (IR IV.C.2.c-d; IV.C.2.f-j)

1. MUSC-Regional Network 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 MUSC-Regional Network GME Resident Manual.
2. MUSC-Regional Network GME PROGRAM agrees to provide professional liability insurance, including a summary of pertinent information regarding coverage as outlined in the MUSC-Regional Network GME Resident Manual.
3. MUSC-Regional Network GME PROGRAM agrees to provide conditions for reappointment and promotion to a subsequent PGY level, outlined in the MUSC-Regional Network GME Resident Manual.

**ARTICLE VI**

**TERMINATION:** (IR IV.C.2.e)

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 Resident has not performed satisfactorily or has violated the terms of this AGREEMENT, the Resident may be dismissed by the ACGME DIO in accordance with the policies and procedures outlined in the MUSC-Regional Network GME Manual. The Resident may request a grievance hearing in accordance with the procedure described in the MUSC-Regional Network GME Resident Manual.

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 their 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-REGIONAL NETWORK GME PROGRAM and their directors and staff for any damages arising therefrom. Any information regarding a Resident's performance as required by federal or state law will be released/disclosed immediately as required.

**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.
2. The Resident may not assign any of their rights, powers, duties or obligations hereunder without express prior written approval of the MUSC-Regional Network GME PROGRAM.

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ARTICLE VIII**

**RENEWAL: (IR IV.C.2.e)**

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-Regional Network GME PROGRAM may elect not to renew this AGREEMENT for any reason to include, but not limited to, unsatisfactory progress/performance or any of a multitude of factors (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-Regional Network GME Resident Manual. If the Resident is on a GME Performance Improvement Plan (PIP) when a renewal agreement is tendered and/or executed, or placed on a PIP after a renewal agreement has been tendered and/or executed, GME reserves the right to rescind/cancel the renewal agreement. Renewal of the resident's agreement will not be actualized until it has been determined that the Resident has successfully completed the PIP.

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. This AGREEMENT may be signed and transmitted electronically and shall bind the parties whose name is contained therein.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<FIRST> <MIDDLE> <LAST>, <CREDENTIALS>  
<TRAINING PROGRAM>

Signature:

<First > <Last>, <Credentials>  
<Training Program> Program Director  
MUSC Health <Program Hospital>

Date: <DATE>

Signature:

Patrick Cawley, M.D., M.H.M., FACHE  
Chief Executive Officer, MUSC Health

Date: <DATE>

Signature:

Tsveti Markova, M.D.  
ACGME Designated Institutional Official  
MUSC – Regional Network

Date: <DATE>

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