

FAMILY MEDICINE RESIDENT EMPLOYMENT AGREEMENT

THIS FAMILY MEDICINE RESIDENT EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective the day of June, 2023 (the "Effective Date"), between **McLeod Regional Medical Center of the Pee Dee, Inc.**, a nonprofit corporation organized and governed under the laws of the State of South Carolina and exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("MRMC"), and , **M.D./D.O.** ("Resident"). MRMC and Resident may be referred to hereinafter individually as the "Party" or together as the "Parties".

RECITALS

WHEREAS, MRMC is an acute care hospital in Florence County, South Carolina known as McLeod Regional Medical Center and is affiliated with: (i) a community hospital in Manning, South Carolina known as McLeod Health Clarendon ("McLeod Clarendon"); (ii) a community hospital in Cheraw, South Carolina known as McLeod Health Cheraw ("McLeod Cheraw"); (iii) a community hospital in Dillon County, South Carolina known as McLeod Medical Center – Dillon; and (iv) two (2) hospitals in Horry County, South Carolina known together as McLeod Loris Seacoast Hospital; (hereinafter referred to individually as the "Hospital" and collectively as the "Hospitals");

WHEREAS, MRMC currently conducts a **Rural Track Family Medicine Residency Training** program (the "Program"), which provides approximately thirty-six (36) months of residency training to qualified physicians in the specialty of Family Medicine; and

WHEREAS, MRMC desires for Resident to enroll in the Program and Resident desires to do so pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. RESPONSIBILITIES AND OBLIGATIONS OF RESIDENT

1.1 **PARTICIPATION.** Resident agrees to enroll and participate in the Program, and to use his or her best efforts to meet the criteria for graduation as outlined herein. To graduate from the Program, Resident must complete three (3) postgraduate years with distinct courses of instruction/study ("Program Year(s)"). The requirements for progression from one Program Year to the next, and for graduation, are set forth in the "Resident Promotion and Graduation" policy, which is attached hereto and incorporated herein as **Attachment A**, as such may be amended from time to time by MRMC in its sole discretion. Subject to Resident's timely promotion from each Program Year to the next, the Parties anticipate that the three (3) Program Years will occur over the following periods:

- The first (1st) Program Year ("PGYI") shall commence on June 19, 2023, and end on June 30, 2024;
- The second (2nd) Program Year ("PGYII") shall commence on July 1, 2024, and end on June 30, 2025; and
- The third (3rd) Program Year ("PGYIII") shall commence on July 1, 2025, and end at 11:59 PM (EST) on June 30, 2026.

While enrolled in the Program, Resident shall adhere to the policies (specifically including, but not limited to, the Resident Promotion and Graduation policy) and procedures, and fulfill the necessary requirements of the Program, as set forth in those policies, procedures, and requirements contained in the McLeod Family Medicine Resident Handbook (the "Handbook") and the Policy and Procedures Manual for the McLeod Family Medicine Program (the "Manual"), as such may be amended from time to time by MRMC in its sole discretion, which are incorporated in this Agreement as if set forth herein verbatim. Likewise, without limiting the generality of the foregoing, Resident shall also adhere to, and be bound by, the requirements set forth in the MRMC Policy on Internal and External Resident Transfers, as such may be amended from time to time by MRMC in its sole discretion, which is attached hereto and incorporated herein as **Attachment B-3**. Resident also agrees to adhere to those requirements promulgated by the Accreditation Council for Graduate Medical Education ("ACGME") Residency Review Committee in Family Medicine, as such may be amended from time to time, and which are hereby fully incorporated into this Agreement by reference as if fully stated herein. Without limiting the generality of the foregoing, except as specifically addressed and provided herein, Resident shall be subject to all applicable policies of McLeod Health ("McLeod Policies") and McLeod Health's Human Resource department (the "HR Policies"); provided, however, in the event of any inconsistency between the terms of the McLeod Policies or HR Policies and the terms and conditions set forth in this Agreement, the terms and conditions of this Agreement shall prevail with respect to the subject matter thereof.

Resident shall work and train under the direction of the director of the Program (the "Program Director") and agrees to adhere to and abide by the directives given by the Program Director, the Program faculty ("Faculty"), and/or any supervising resident. Resident shall perform his or her duties as a full-time employee of MRMC on such days and during such hours as MRMC determines are customary and reasonable, including such hours as are necessary to provide on-call services. Resident shall be assigned to primarily work and train at either McLeod Cheraw or McLeod Clarendon during the Term hereof, and shall also work and train at MRMC as directed.

During the Term (as defined below in **Section 3.1**) hereof, Resident shall not serve in any administrative or teaching capacity with, nor render professional medical services to or on behalf of, any other institution, health care facility or organization, or engage in any other gainful occupation, unless such arrangement is approved in writing by MRMC in its sole discretion. Resident further agrees that any outside employment arrangement approved by MRMC for which Resident is not compensated by MRMC shall not be considered within the scope of Resident's employment hereunder, and Resident will not be covered by the professional liability insurance provided by MRMC for Resident under this Agreement. Resident agrees that any such consent by MRMC, if given, may be withdrawn at any time by MRMC (in its sole discretion), and shall in all circumstances be contingent on Resident obtaining professional liability insurance coverage for the outside work that is acceptable to MRMC.

1.2 ADDITIONAL DUTIES REQUIRED UNDER OTHER MRMC OR MRMC AFFILIATE CONTRACTUAL AGREEMENTS. Commencing at the expiration of PGYI, Resident and MRMC agree that, at MRMC's request and upon the mutual consent of the Parties, Resident shall render additional services beyond the Program requirements as an employee of MRMC at such locations as may be designated by MRMC ("Additional Duties"). These Additional Duties, if any, will be performed on those dates and times as may be requested by MRMC and agreed upon by Resident and will be provided by Resident so long as Resident has met all necessary qualifications of the designated location(s). MRMC agrees to compensate Resident at a fair market value hourly rate for his or her rendering of the Additional Duties. The Parties agree that the hourly compensation rate shall be determined by MRMC, and agreed to by Resident, in advance of Resident performing any such services.

1.3 LICENSURE. Resident has, or agrees to immediately acquire, a license to practice medicine in the State of South Carolina. Resident agrees to maintain such license throughout the Term of this Agreement, and Resident agrees that any limitation, withdrawal, suspension, probation, or revocation of such license gives MRMC the unilateral right to immediately terminate this Agreement pursuant to **Section 3.3** below and to expel Resident from the Program.

1.4 **UNITED STATES MEDICAL LICENSING EXAMINATION™ STEP 3/COMPREHENSIVE OSTEOPATHIC MEDICAL LICENSING EXAMINATION LEVEL 3.** Resident is required to attempt to pass and complete the United States Medical Licensing Examination Step 3 ("USMLE") or Comprehensive Osteopathic Medical Licensing Examination Level 3 ("COMLEX"), as applicable, by March 31st of his or her first (1st) Program Year (PGYI). If Resident does not pass and complete USMLE/COMLEX on his or her first (1st) attempt, Resident will not be promoted to his or her second (2nd) Program Year (PGYII). Instead, Resident will be provided with a second (2nd) opportunity, and, if necessary, a third (3rd) opportunity, to pass and complete the USMLE/COMLEX. Should Resident be successful and pass and complete USMLE/COMLEX on his or her second (2nd) or third (3rd) attempt, then he or she shall, at that time, be promoted to his or her second (2nd) Program Year (PGYII). In the event Resident fails to pass and complete the USMLE/COMLEX on his or her third (3rd) attempt, such result shall be considered an event that gives MRMC the unilateral right to immediately terminate this Agreement pursuant to **Section 3.3** below, and to expel Resident from the Program.

1.5 **QUALIFICATIONS.** Resident certifies that he or she has, and shall maintain throughout the Term of this Agreement, authority to prescribe medications without restriction. Resident further certifies to MRMC that Resident has fully disclosed all information requested in any applications submitted to the Program and that all information disclosed in these applications is true and correct as of the Effective Date of this Agreement. Resident acknowledges that these applications fully disclose, among other facts, any suspension or revocation of a medical license, professional sanctions, disciplinary actions and malpractice lawsuits affecting Resident. Resident's applications are hereby incorporated into this Agreement by reference as if fully stated herein.

1.6 **PERFORMANCE STANDARDS.** In performing services under this Agreement, Resident agrees: (i) to use diligent efforts and professional skills and independent professional judgment; (ii) to perform all services in accordance with recognized standards of the profession; (iii) to abide by the directives of the Program Director, Faculty, and/or any supervising resident; (iv) to act in a manner consistent with all principles of ethics set forth by the American Medical Association; (v) to comply with the bylaws, rules, regulations, and policies of MRMC and each Hospital at which Resident performs services hereunder (including MRMC's policy on sexual harassment) and all such rules, regulations and policies applicable to Resident as required under each Hospital's medical staff bylaws and regulations; and (vi) to comply with all applicable Federal, state, and local laws and regulations, MRMC and Hospital compliance requirements, and the standards of DNV Healthcare USA, Inc. ("DNV") or other applicable accrediting agency.

1.7 **HEALTH STATUS.** The Parties acknowledge that, during the Term of this Agreement, Resident must be able to appropriately and safely perform his or her duties hereunder. Resident is responsible for notifying MRMC in a timely manner of any health factors that may affect the Resident's performance of his or her professional and/or administrative duties required hereunder, including health factors potentially affecting the health, safety or welfare of Resident or patients to whom Resident renders services. Resident agrees to submit to a screening for substance abuse prior to any performance of the duties and obligations set forth under this Agreement, and further agrees that this Agreement is contingent upon the successful completion of this screening.

MRMC, in accordance with applicable laws, shall from time to time be entitled to make reasonable inquiries and require appropriate health screenings, both mental and physical, and testing concerning Resident's ability to perform his or her duties. Such screenings and testing include, but are not limited to, the following: (i) testing for substance abuse; (ii) testing for communicable or infectious diseases, including sexually transmitted diseases; and (iii) requesting and receiving such other information necessary to assure MRMC that Resident is capable of performing his or her duties and does not pose a health or safety risk to others.

The results of any testing, screening or examination, as required herein, will be maintained as confidential and will be disclosed within the sole discretion of MRMC to its officers and directors only on a need to know basis and in accordance with applicable laws. Provided, however, any positive test result will be reported to appropriate authorities as required or allowed by law. Furthermore, if Resident is or becomes infected with Human Immunodeficiency Virus (HIV) or Hepatitis B Virus (HBV), then the Resident has the sole discretion to report

Resident's condition to an expert review panel, established pursuant to the "S.C. Health Care Professional Compliance Act", which is codified at S.C. Code Ann. Section 44-30-10, et. seq. (Law. Co-op. Supp. 2003) (or any corresponding section of any future law) and any subsequent amendments as may occur, to determine Resident's appropriate scope of practice and resolve any other relevant issues.

1.8 **DISQUALIFIED PERSONS.** Resident represents and warrants that he or she: (i) has not been convicted of a criminal offense related to health care (unless such individual has been officially reinstated into the Federal health care programs by the Department of Health and Human Services, Office of Inspector General ("OIG") and provided proof of such reinstatement to MRMC); (ii) is not under sanction, exclusion or investigation (civil or criminal) related to health care by any Federal or state enforcement, regulatory, administrative or licensing agency or is ineligible for Federal or state program participation; and (iii) is not listed on the General Services Administration's List of Parties Excluded from the Federal Procurement and Non-Procurement Programs or the OIG's List of Excluded Individuals/Entities. Resident shall immediately notify the Program Director and MRMC's Administrator/Senior Vice President in writing of any such conviction, sanction, exclusion, investigation, or listing of Resident.

1.9 **MEDICAL RECORDS.** Resident shall maintain timely, accurate and complete MRMC medical records on all patients treated by Resident as required by MRMC and any rules, regulations and policies of the MRMC Medical Staff; for purposes of this provision, "timely" shall mean the time period specified in the Medical Staff Bylaws (and rules or regulations) of the Hospital(s) where Resident performed the underlying services, whichever period is shorter. Resident acknowledges and agrees that MRMC may utilize certain electronic medical records software and related information technology necessary to create, receive, transmit, and maintain electronic medical records (the "EMR System"). During the Term of this Agreement, Resident shall: (i) fully participate in all required training for the EMR System that MRMC makes available to Resident; and (ii) utilize the EMR System in accordance with all applicable MRMC and Program policies, as such may be amended from time to time. Subject to applicable South Carolina law, during the Term of this Agreement, all medical files and patient records for patients treated by Resident shall be maintained exclusively at a location determined by MRMC and shall be the property of MRMC. Resident shall not sell, transfer, or assign any right to medical files or patient records to any third-party.

During the Term of this Agreement, Resident shall: (i) make records of patient evaluation and treatment in accordance with the policies of each Hospital where Resident performs services hereunder; (ii) perform such record keeping as each applicable Hospital determines is necessary for MRMC (or the applicable Hospital) to bill patients and/or third-party payors in a timely and accurate manner; and (iii) provide the appropriate personnel with the documentation necessary to enter Resident's charges into the billing system that is utilized by MRMC, or other applicable Hospital, in accordance with such deadlines as may be established by MRMC (or other Hospital, as applicable) from time to time. If Resident fails to do any of these things within the time period required for such completion, then MRMC shall give Resident written notice of such failure and Resident shall have ten (10) days in which to cure such failure. MRMC reserves the right to suspend Resident in the event Resident fails to cure any such failure during the ten (10) day period for cure. In the event MRMC elects to suspend Resident, MRMC shall, in advance, notify Resident in writing of such intent and the effective date and time period of such suspension. During any such period of suspension, Resident shall be prohibited from providing professional medical services to patients, but shall take whatever actions MRMC deems necessary for Resident to cure the deficiencies that led to the suspension. Resident acknowledges and agrees that, in such event, the Resident's annual Stipend (as described in **Attachment B**, which is attached hereto and incorporated herein) shall be reduced in proportion to the amount of time Resident is suspended. The amount of time that Resident shall be suspended without pay shall be determined by MRMC. For the avoidance of doubt, the Parties acknowledge and agree that any suspension of Resident made pursuant to this **Section 1.9** would relate only to Resident's employment by MRMC and would **not** constitute a suspension of Resident's membership on the Medical Staff of MRMC or any other Hospital, or of Resident's ability to exercise clinical privileges at the acute care hospital(s) operated by MRMC/other Hospital(s). As such, any suspension of Resident made pursuant to this **Section 1.9** would not, of itself, be reported by MRMC (or any other Hospital) to the National Practitioner Data Bank.

1.10 **MEETING ATTENDANCE.** Resident acknowledges and agrees that he or she shall be required to be present at all mandatory meetings and/or events as determined by MRMC. These meetings and/or events shall include, but not be limited to, trainings, Medical Staff meetings, and other specified functions.

II. OBLIGATIONS OF MRMC

2.1 **LIABILITY INSURANCE.** During the Term of this Agreement, MRMC shall procure and maintain professional liability insurance on behalf of Resident for the Term of this Agreement in such amounts and subject to such deductible limits as MRMC deems appropriate in its sole discretion covering services rendered by Resident pursuant to the terms of this Agreement. Resident agrees to cooperate with MRMC in any way necessary in order to procure and maintain such insurance policies and coverage.

2.2 **COMPENSATION.** MRMC shall compensate Resident for services rendered pursuant to the terms of this Agreement as provided for in **Attachment B.** MRMC shall compensate Resident for any Additional Duties rendered, if any, in accordance with **Section 1.2** above and as provided for in **Attachment B.**

2.3 **BENEFITS.** Commencing on the Effective Date and continuing throughout the Term of this Agreement, MRMC shall provide or make available to Resident those employment benefits described in **Attachment B,** or as otherwise required by law.

2.4 **PROVISION OF PROGRAM.** MRMC agrees to provide and maintain the Program, and to make good faith efforts so that the Program continues to fulfill the accreditation requirements of the ACGME. MRMC agrees to provide the Faculty, facilities, supplies, instruction, clinical supervision, support, and personnel that MRMC deems necessary to conduct the Program, and to assist Resident in finding appropriate housing, meals, and laundry services throughout the Term of this Agreement.

III. TERM AND TERMINATION

3.1 **TERM.** This Agreement shall commence on the Effective Date and continue until Resident graduates from the Program, unless terminated earlier in accordance with the terms of this Agreement (the "Term"). Subject to Resident's timely promotion from each Program Year to the next, the Parties anticipate that the Term shall continue for approximately three (3) years from the Effective Date, and expire at 11:59 PM (EST) on June 30, 2026.

3.2 **TERMINATION BY RESIDENT.**

(a) This Agreement may be terminated by Resident upon forty-five (45) days' prior written notice to the Program Director. Such written notice must state the basis for requesting termination of this Agreement. MRMC may waive or shorten the forty-five (45) day notice requirement in its sole discretion.

(b) In addition to the above, and in accordance with the MRMC Policy on Internal and External Resident Transfers, if Resident provides written notice to MRMC of his or her intent to transfer from the Program to another residency training program (to include another residency training program operated by MRMC), then the Term of this Agreement shall terminate effective as of the last day of the Program Year in which Resident notifies MRMC of his or her intent to transfer from the Program. Likewise, if Resident enters into the National Resident Matching Program (NRMP) during the Term of this Agreement, then Resident will be deemed to have terminated this Agreement effective as of the last day of the Program Year in which Resident enters into the NRMP.

3.3 **IMMEDIATE TERMINATION BY MRMC FOR CAUSE.** MRMC shall have the unilateral right in its sole discretion to immediately terminate this Agreement upon the occurrence of any of the following events: (i) the death of Resident or MRMC's determination that Resident is disabled to such an extent that Resident is incapable of performing the services required by this Agreement; (ii) Resident's license to practice medicine or prescribe medications in South Carolina is placed on probation, suspended or terminated; (iii) Resident is charged with or indicted for a felony, or is convicted of any misdemeanor offense involving moral turpitude; (iv) Resident fails to comply with any state, Federal, or local law or regulation, or with the personnel and administrative policies and procedures, bylaws, orders, rules and regulations of MRMC, and/or the Hospitals' Medical Staff(s); (v) Resident acts in an unethical or fraudulent manner, or engages in any act in violation of MRMC's policies and procedures (including, without limitation, harassment); (vi) Resident is not recommended for reappointment pursuant to the procedural steps outlined in the Resident Promotion and Graduation policy; or (vii) Resident fails to comply with any provision of this Agreement. Without limiting the generality of the foregoing, in the event that MRMC gives a notice of default to Resident for his or her breach of **Section 1.9** above three (3) or more times, or if Resident fails to cure any such failure within the ten (10) day period for cure described in **Section 1.9** above, then such actions shall be considered an event that gives MRMC the unilateral right to immediately terminate this Agreement pursuant to this **Section 3.3** and to expel Resident from the Program.

3.4 **TERMINATION BY MRMC WITHOUT CAUSE.** MRMC may terminate this Agreement without cause or reason upon giving the Resident one hundred twenty (120) days' advance written notice.

IV. MISCELLANEOUS

4.1 **COMPLIANCE WITH LAWS.** Resident and MRMC shall each comply with all applicable laws and regulations in performing its obligations under this Agreement. If any provision of this Agreement shall reasonably be determined by either Party to violate any applicable law or regulation, then the Parties shall promptly and in good faith amend this Agreement as may be necessary or advisable to comply with such law or regulation. Any such amendment of this Agreement shall, to the extent practical, preserve to each Party the economic and other benefits accorded such Party in the original Agreement. If Resident does not agree to make those changes that MRMC determines are necessary, then MRMC shall have the right to terminate the Agreement after thirty (30) days' written notice to Resident.

4.2 **CONFIDENTIALITY OF MRMC INFORMATION.** Resident understands and agrees that in connection with Resident's enrollment in the Program, Resident may acquire competitively sensitive information that may cause MRMC to suffer competitively or economically if such information became known to persons outside of MRMC. Consequently, except as provided in this **Section 4.2** or otherwise required by law, Resident agrees to maintain the confidentiality of any confidential information or trade secrets Resident acquires during the Term of this Agreement, and for as long as such information remains confidential.

4.3 **CONFIDENTIALITY OF PATIENT INFORMATION.** Resident agrees to protect, to the fullest extent required by law, the confidentiality of any patient information generated or received by Resident in connection with the performance of services hereunder, including, without limitation, the privacy requirements of the Health Insurance Portability and Accountability Act of 1996. Resident specifically acknowledges that in receiving, storing, processing, or otherwise handling records of MRMC patients, Resident may be bound by Federal laws governing addictive disease patients, including the requirements set forth in 42 C.F.R. Part 2. Resident agrees to promptly notify MRMC if Resident receives any improper request for any patient information protected hereunder. Resident agrees, if necessary, to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law. This **Section 4.3** and Resident's obligation to maintain the confidentiality of MRMC patient information shall survive the termination or expiration of this Agreement.

4.4 **CASE RECORDS, HISTORIES, AND WORKS MADE FOR HIRE.** All documents, case records, case histories, and medical records concerning MRMC patients shall become and remain the exclusive property of MRMC. Additionally, all inventions, discoveries, materials, and improvements created by, or attributed to

Resident, that relate to MRMC's business shall become and remain the exclusive property of MRMC as "works made for hire".

4.5 **GRIEVANCE PROCEDURES.** Resident shall utilize those grievance procedures outlined in the Handbook and/or Manual, as applicable (specifically including the Educational Standards/Evaluation/Due Process policy), as such procedures represent the Resident's primary recourse for disputes with MRMC that may arise under this Agreement; provided, however, that Resident may also exercise those grievance procedures available to him or her in applicable MRMC policies, as such may be amended from time to time.

If Resident is not recommended for reappointment pursuant to the procedural steps outlined in the Resident Promotion and Graduation policy, then Resident shall have those appellate rights provided for under MRMC policies for MRMC employees, as such may be amended from time to time. In accordance with ACGME requirements, MRMC shall make reasonable efforts to provide Resident with notice that he or she is not being recommended for reappointment: (i) at least four (4) months prior to the end of Resident's then current Program Year; or (ii) as the circumstances reasonably allow.

4.6 **SEVERABILITY.** If any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

4.7 **NOTICES.** All notices required under this Agreement are deemed effective on the date delivered personally or mailed by registered or certified mail, postage prepaid, or one day after deposit with a recognized, reliable overnight delivery service, addressed as set forth below or to such other address as the Parties may from time to time designate in writing to the corresponding Party:

- As to Resident:* [REDACTED], M.D./D.O.
McLeod Regional Medical Center of the Pee Dee, Inc.\n555 East Cheves Street
Florence, SC 29506
- As to MRMC:* McLeod Regional Medical Center of the Pee Dee, Inc.
555 East Cheves Street
Florence, SC 29506
Attention: Family Medicine Resident Program Administrator
- With a copy to:
(which shall not constitute
Notice)* McLeod Health Legal Department
506 E. Cheves Street, First Floor
Florence, South Carolina 29506
Attention: Physician Services

4.8 **GENERAL MISCELLANEOUS.** This Agreement or any obligations hereunder shall not be subcontracted or assigned without the prior written consent of the other Party except to an affiliate or purchaser of MRMC. This Agreement shall be governed by and construed under the laws of the State of South Carolina and venue shall lie in Florence County. This Agreement may be amended only in writing signed by both Parties. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement constitutes the entire agreement of the Parties. All prior agreements between the Parties, whether written or oral, are merged herein and 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 neuter gender shall be deemed to include the other.

4.9 **MCLEOD HEALTH COMPLIANCE PROGRAM.** Resident acknowledges that MRMC participates in McLeod Health's Compliance Program ("Compliance Program") and that MRMC is bound by a number of compliance-related policies, including a conflict of interest policy ("Conflict of Interest Policy") for certain purposes, including, but not limited to, the purpose of ensuring that the provision of, and billing for, all healthcare services by MRMC, and all other McLeod Health Affiliates, are in full compliance with applicable Federal and state laws. Resident acknowledges that information relating to such Compliance Program, including the McLeod Health Code of Conduct (as defined hereafter) and the Conflict of Interest Policy, as well as other compliance policies, are available for his review on MRMC's intra-net and Resident shall fully adhere to and support the policies set forth therein. Resident shall participate in training and education sessions relating to the Compliance Program, to include training and education sessions related to 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute") and 42 U.S.C. § 1395nn (the "Stark Law") as requested by MRMC. Resident agrees to, and at all times shall, comply with all laws, rules, and regulations impacting Resident and/or MRMC, and to attend training sessions related to the Anti-Kickback Statute, the Stark Law, and other relevant compliance requirements. Resident acknowledges and agrees that he will fully comply with McLeod Health's Policy on Business Practices (commonly known as the "McLeod Health Code of Conduct") and the Policy and Procedures Regarding Compliance with the Anti-Kickback Statute and the Stark Law, which are also set forth on MRMC's intra-net.

4.10 **NO OBLIGATION TO REFER.** Nothing in this Agreement is to be construed to restrict the Resident's professional judgment while performing clinical and professional services under this Agreement to refer any patient to any health care facility which he or she believes is necessary or desirable in order for a patient to obtain proper and appropriate treatment or to comply with the wishes of the patient or patient's family. By signing this Agreement, the Parties hereby certify that this Agreement is not entered into because of any agreement between MRMC and the Resident for the referral of patients, either implied or otherwise, or that either Party is in any way being compensated based upon the number of referrals of patients that they may make to each other. The Parties specifically do not intend to violate the Federal Anti-Fraud and Abuse provisions, which are codified at 42 U.S.C. Section 1320a-7b(b) et seq., the Ethics in Patient Referrals Act, which is codified at 42 U.S.C. Section 1395nn (commonly known as the "Stark Law"), or the South Carolina Provider Self-Referral Act, which is codified at S.C. Code Ann. Section 44-113-10 et seq. The Parties, by signing this Agreement, hereby certify that they intend to fully comply with the "Employees" Safe Harbor contained at 42 CFR Section 1001.952(i), and the "Bona Fide Employment Relationships" exception to the Stark Law, as set forth in 42 CFR § 411.357(c) and such other applicable laws that may be enacted from time to time.

4.11 **SURVIVABILITY.** The following provisions of this Agreement shall survive any termination or expiration of this Agreement: **Section 4.2; Section 4.3; and Section 4.4.**

IN WITNESS WHEREOF, as evidenced by their respective signatures the Parties execute this Family Medicine Resident Employment Agreement as of the date set forth below.

RESIDENT:

MCLEOD REGIONAL MEDICAL CENTER OF THE PEE DEE, INC.:

_____, M.D./D.O.

C. Dale Lusk, M.D., FACOG
Chief Medical Officer
McLeod Health

Date: _____

Date: _____

ATTACHMENT A

McLeod Family Medicine Resident Handbook Rural Residency Program



RESIDENT PROMOTION AND GRADUATION POLICY

PURPOSE: To provide criteria for promotion of residents from PGYI to PGYII and PGYII to PGYIII and for Graduation.

POLICY: This policy shall operate concordant with the ACGME Milestones for Family Medicine residents.

Residents are promoted and graduated based on explicit criteria in accordance with the Accreditation Council for Graduate Medical Education (ACGME) General Competencies and the Review Committee - Family Medicine (RC- FM). As of July 1, 2023, all residents must meet the new RRC promotion requirements. Notification of completion is provided to Human Resources for notation in the resident's employee personnel file. The residency program requires its residents to obtain competencies in the six areas below to the level expected of a new practitioner - termed Entrustable Professional Activities (EPAs).

1. **Patient Care** that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health
2. **Medical Knowledge** about established and evolving biomedical, clinical, and cognate (e.g. epidemiological and social-behavioral) sciences and the application of this knowledge to patient care
3. **Practice-Based Learning and Improvement** that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care
4. **Interpersonal and Communication Skills** that result in effective information exchange and teaming with patients, their families, and other health professionals
5. **Professionalism**, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population
6. **Systems-Based Practice**, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system of health care and the ability to effectively call on system resources to provide care that is of optimal value

PROCEDURE:

The following describes the roles and responsibilities of the Clinical Competency Committee, the Faculty Advisor, and the Attending Physician.

Clinical Competency Committee

The Clinical Competency Committee is chaired by a senior faculty member with at least two years service on the committee. It is composed of members of the full-time faculty and clinical faculty as appointed by the Director. It meets regularly and reviews the clinical and academic performance and progress of each resident generally on a bimonthly basis. (See: Educational Standards/Evaluation/Due Process Document, Attachment 1).

Faculty Advisor

The faculty advisor meets with his/her faculty coach as needed to discuss performance evaluations. If serious deficits are identified in the resident's performance, meetings with the faculty advisor will be more

frequent. Failure to meet with his/her Advisor will result in a report to the Program Director from the advisor.

Attending Physician

The resident should receive timely feedback and be advised of deficits in performance by each attending with whom he/she works to allow an opportunity for remediation. It is recommended that the attending physician apprise the resident(s) whom he/she is supervising of his/her performance at the midpoint of the rotation, and more frequently as needed. (See Attending Notification of Resident Rotation, Attachment 2).

Standards That Apply to All Residents

1. **Patient Care**
 - a. Participation and management in patient care on each rotation as documented by the faculty evaluation as entered into New Innovations. Major performance deficits will result in disciplinary action up to and including warning, probation, suspension and termination. Attendance and behavior are also considered in evaluating performance. Service, performance, conduct or behavior issues will also be addressed in the evaluation process.
 - b. Residents will enter all patient procedural experience, home visits, etc., using the New Innovations system.

2. **Medical Knowledge**
 - a. Annual testing by the In-training Exam (ITE) as administered by the American Board of Family Medicine. Failure to obtain a composite score (within one standard deviation from the mean for national peer group on the ITE) with a greater than or equal to 80% pass likelihood score will be grounds for no less than remediation. The resident must meet with the Faculty Advisor to develop and implement a plan to remediate deficits. The frequency of these meetings will vary by resident and will be determined by the faculty advisor/coaches and Clinical Competency Committee in consultation with the Residency Program Director. Failure to score within one standard deviation from the mean for national peer group in a subsection (e.g., pediatrics or internal medicine) will be reviewed in the context of rotational performance and precepting in the Family Medicine Center.
 - b. Contribution to the academic and scholarly mission of the department. Student and resident teaching, conference presentations and participation, as well as overall faculty assessment of resident performance will evaluate this. Major performance deficits will result in disciplinary action up to and including warning, probation, suspension and termination. Service, performance, conduct or behavior issues will also be addressed in evaluation process.
 - c. Academic enhancement. Residents will be expected to utilize question banks including ABFM, AAFP, and NEJM for curriculum support. In addition, other support systems to include ITE/ABFM Board Review sessions, SAMS modules, Moodle assignments, and other methods, will be used for Medical Knowledge assessment. Focused and directed learning will be reviewed as an overall component of resident evaluation for promotion and graduation in this competency area.

3. **Practice-Based Learning and Improvement.**
 - a. Assistance in chart audits and recommendations for improving patient care
 - b. Residents must demonstrate their understanding of how to identify and correct deficiencies

4. **Interpersonal and Communication Skills**

Residents must meet proficiency expectations of Behavioral Medicine curriculum/faculty in all areas of patient care.

5. **Professionalism**

Personal integrity, which includes strict avoidance of substance abuse, theft, lying, cheating, and unexplained absences. Unauthorized use of MRMC equipment and personnel for other than educational, professional, and patient care use is prohibited. Failure to follow this

Faculty Approved 03/01/2017

GMEC Approved 03/22/2017

Revised 5/23/18, 3/20/19, 3/31/20, 5/21, 6/22, 3/20/23

standard will be grounds for probation, suspension or dismissal pending the egregious nature of the offense.

6. **Systems-Based Practice**

Compliance with all hospital and departmental record keeping and documentation requirements. A pattern of tardiness and noncompliance will be grounds for probation. The Program is notified by hospital Medical Records department of delinquencies and will route information to the faculty advisor. Failure to respond in a prescribed period of time will result in WARNING status for first offense. Provisions to address delinquent records in hospital and Family Medicine Center are now set forth in "Family Medicine Resident Employment Agreement."

Promotion from PGYI to PGYII

1. Satisfactory performance as PGYI, including passing all rotations
2. Recommendation of faculty to advance
3. Demonstrated ability to supervise others
4. All PGYI residents must take and pass USMLE Step 3 or COMLEX Level 3 by March 31 of first year. Entering residents who have a documented history of test taking difficulty will be given specific and individualized advice, and additional resources as appropriate to prepare them for success in the Step/Level 3 exam
5. Ability to perform PGYII Call or Night Float
6. Resident shall complete a sufficient quantity of family medicine outpatient encounters to show competence in all milestones for PGYI as determined by the CCC and Program Director.
7. Documented Milestone achievement that demonstrates progress from requiring direct supervision, to indirect supervision, to independence
8. Required to meet 40-week continuity per ABFM.

The Residency Program Director with the advice of the Clinical Competency Committee decides whether to promote a resident to the next postgraduate year. Criteria include, but are not limited to:

1. **Patient Care**

- a. Identify the purpose(s) for the visit.
- b. Develop appropriate biopsychosocial hypotheses that apply to the presenting problem.
- c. Conduct a focused evaluation of the presenting problem (including history, physical examination, and laboratory/radiological procedures).
- d. Appropriately prioritize the probable and potential diagnoses to ensure that attention is given to the most likely, most serious, and most readily treatable options.
- e. Present a provisional and working diagnosis to the patient.
- f. Arrange for follow-up of the current problem that fits the standard of care and/or attends to the special needs of the patient.
- g. Completely document the patient care encounter in the Electronic Medical Record in a concise and logical manner, in accordance with hospital policy and resident contract.
- h. Update the biopsychosocial problem list and medication list at each visit.
- i. Obtain and demonstrate sufficient knowledge and experience to supervise patients in labor and get the obstetrical attending's approval to do so.

2. **Medical Knowledge**

- a. USMLE Step 3 or COMLEX Level 3 must first be taken in PGYI. Passage of Step 3 or COMLEX Level 3 is required for promotion to PGYII. The resident must pass USMLE Step 3 or COMLEX Level 3 within three attempts after becoming eligible to take the exam and before starting the PGYII year. The Program will only pay for the first attempt at taking the exam. Three failures on USMLE Step 3 or COMLEX Level 3 are grounds for due process including extending residency.

- b. Successful completion of 13 rotations of American Board of Family Medicine (ABFM) approved Family Medicine Residency training. The resident must receive a passing evaluation in all rotations and satisfactory performance in the Family Medicine Center.
 - c. Successful completion of each academic enhancement module assigned.
3. **Interpersonal and Communication Skills**
 - a. Conduct an interview that fosters an adequate and helpful doctor-patient relationship, as evidenced by the preceptor.
 4. **Professionalism**
 - a. Responds to a diverse population in a professional manner by attending to salient medical, psychosocial, family, cultural and socioeconomic issues in a respectful manner.
 5. **Systems-Based Practice**
 - a. Resident will refer those who need financial assistance to appropriate business office personnel.
 - b. Resident must demonstrate efforts to recruit additional patients from the household.
 6. **Practice Based Learning and Improvement**
 - a. Obtain and use information about their own population of patients and the larger population from which their patients are drawn;
 - b. (1) Based on office/billing records obtain the demographics of their patient panel to compare with the demographics of the population in the community surrounding the Family Medicine Center.
 - c. (2) Identify the major health issues of the community and their patient population.

Promotion from PGYII to PGYIII

1. Satisfactory performance as PGYII, including passing all rotations
2. Recommendation of faculty to advance
3. Demonstrated skills in teaching, supervision, and team leadership
4. Ability to perform PGYIII call
5. Resident shall complete a sufficient quantity of family medicine outpatient encounters to show competence in all milestones for PGYII as determined by the CCC and Program Director.
6. Documentation of competency in core procedures
7. Documented Milestone achievement that demonstrates progress from requiring direct supervision, to indirect supervision, to independence
8. Required to meet 40-week continuity per ABFM.

The Residency Program Director with the advice of the Clinical Competency Committee decides whether to promote a resident to the next postgraduate year. Criteria include, but are not limited to:

1. **Patient Care**
 - a. Implement the negotiated plan.
 - b. Inquire into and discuss sensitive issues that may impact on the execution of the negotiated management plan.
 - c. Incorporate the principles and practice of health maintenance into each patient care encounter, where appropriate.
 - d. Review the biopsychosocial problem list at each visit and attend to appropriate longitudinal issues.
2. **Medical Knowledge**

Successful completion of 26 rotations of ABFM approved family medicine residency training. The resident must receive a passing evaluation in all rotations and satisfactory performance in the Family Medicine Center.

Faculty Approved 03/01/2017

GMEC Approved 03/22/2017

Revised 5/23/18,3/20/19, 3/31/20, 5/21, 6/22, 3/20/23

3. **Interpersonal and Communication Skills**
Conduct an encounter that recognizes the primacy of patient needs and treats the patient as an appropriately equal health care partner.
4. **Professionalism**
Conduct an interview in a manner consistent with the values of family medicine using appropriate verbal and nonverbal skills.
5. **Systems-Based Practice**
 - a. Conduct the visit in a time-efficient and professional manner.
 - b. If indicated, assist the patient in arranging for appropriate medical and ancillary referrals that seek to resolve specific issues in the diagnostic or management arenas.
6. **Practice Based Learning and Improvement**
 - a. Obtain and use information about their own population of patients and the larger population from which their patients are drawn;
 - (1) Based on office/billing records obtain the demographics of their patient panel to compare with the demographics of the population in the community surrounding the Family Medicine Center.
 - (2) Identify the major health issues of the community and their patient population.

Requirements for Graduation

1. Satisfactory performance as PGYIII, including passing all rotations
2. Recommendation of faculty to graduate
3. Demonstrated competence to act independently
4. Final review of the Resident's academic file
5. Resident shall complete a sufficient quantity of family medicine outpatient encounters to show competence in all milestones for graduation as determined by the CCC and Program Director.
6. Required to meet all ACGME requirements.
7. Demonstrate required service activities including sports physicals, Mercy Medicine sessions, and other additional volunteer activities.
8. Required to meet 40-week continuity per ABFM.

It is the sole responsibility the Residency Program Director with the advice of the Clinical Competency Committee to determine whether the resident has successfully completed the residency. Criteria include, but are not limited to:

1. **Patient Care**
 - a. Complete the tasks of the patient care session so that all necessary duties (including telephone messages, charting, administrative tasks, patient care) are accomplished in a timely, organized, and professional manner.
2. **Medical Knowledge**
 - a. Engage in activities that will foster personal and professional growth as a physician.
 - b. Successful completion of 39 rotations of ABFM approved family medicine residency training. The resident must receive a passing evaluation in all rotations and satisfactory performance in the Family Medicine Center.
3. **Practice-Based Learning and Improvement**
 - a. Engage in continuing medical education activities that are influenced by interest, deficiency, and need.
 - b. Anticipate and recognize new curriculum necessary for future practice and advocate for needed reform in medical education.
4. **Interpersonal and Communication Skills**

Faculty Approved 03/01/2017

GMEC Approved 03/22/2017

Revised 5/23/18,3/20/19, 3/31/20, 5/21, 6/22, 3/20/23

Participation in discussions with faculty advisor and other faculty and with recommendation by the faculty advisor.

5. **Systems-Based Practice**

- a. Work together with clerical staff and nursing staff in a manner that fosters mutual respect and facilitates an effectively run practice.
- b. Work together with partners, fellow family physicians, and subspecialists in a manner that fosters mutual respect and facilitates the effective handling of patient care issues.
- c. Work together with other professionals on the health care team in a manner that fosters mutual respect and facilitates the effective handling of patient care issues.
- d. At each patient care encounter, present yourself and the practice in a manner that will encourage the patient to select you, the practice, and family medicine in the future.

Please note: additional requirements may be added to your employment agreement. Please refer to your contract for specific language.

**THIS POLICY DOES NOT CREATE AN EXPRESSED OR IMPLIED CONTRACT OF
EMPLOYMENT BETWEEN YOU AND MCLEOD HEALTH**

ATTACHMENT B

COMPENSATION AND BENEFITS

1. COMPENSATION.

A. **Stipend.** In consideration of Resident's participation in the Program and performance of the duties set forth herein, MRMC agrees to compensate Resident through the payment of an annual stipend (the "Stipend") in an amount equal to:

- (1) Sixty-Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) per annum during PGYI;
- (2) Sixty-Four Thousand Eight Hundred and No/100 Dollars (\$64,800.00) per annum during PGYII; and
- (3) Sixty-Six Thousand Five Hundred and No/100 Dollars (\$66,500.00) per annum during PGYIII.

For the avoidance of doubt, the Parties acknowledge and agree that (a) Resident shall be paid at the Stipend rate set forth above for PGYI until Resident is promoted to PGYII status, and (b) Resident shall be paid at the Stipend rate set forth above for PGYII until Resident is promoted to PGYIII status. Such Stipend(s) will be paid by MRMC to Resident by way of approximately twenty-six (26) bi-weekly payment installments (the "Installments") each Program Year hereunder, subject to the withholding of all Federal and state taxes and reasonable deductions as required by law.

B. **Compensation for Additional Duties.** Upon Resident's completion of PGYI, MRMC shall compensate Resident for rendering the Additional Duties pursuant to **Section 1.2** of the Agreement, if any, that shall be determined in advance and set forth in a signed writing prior to Resident's rendering of such services. Resident acknowledges and agrees that MRMC shall only make payment for such Additional Duties rendered upon MRMC's timely receipt and approval of documentation in the form of **Attachment C**, which is attached hereto and incorporated herein, evidencing the dates, times, and description of the services provided by Resident at the designated location(s).

C. **One-Time Supplementary Payment.** In addition to the payment of the Stipend to Resident by MRMC during PGYI, within two (2) weeks after the Effective Date of the Agreement and Resident's commencement of the Program, MRMC shall make a one-time supplementary payment to Resident of an amount equal to One Thousand Five Hundred and No/100 Dollars (\$1,500.00), subject to the withholding of all deductions and taxes required by law.

D. **One-Time Educational Laptop Stipend Payment.** Additionally, MRMC shall provide Resident with a one (1) time educational stipend in the amount of Two Thousand One Hundred and No/100 Dollars (\$2,100.00) for the purchase of a personal laptop computer (the "Laptop Stipend"), subject to the withholding of all Federal and state taxes and reasonable deductions as required by law, which such Laptop Stipend shall be remitted to Resident in accordance with applicable MRMC policies. By accepting this Laptop Stipend, Resident agrees as follows:

- (1) Resident shall be responsible for purchasing a personal laptop computer that meets or exceeds the minimum technology standards outlined by McLeod Health Information Systems and the Program. Such requirements shall include the procurement, installation, and continued execution of necessary virus/malware protection while participating in the Program.
- (2) Resident accepts full responsibility for the personal laptop computer and all software, hardware, ancillary devices, supplies, support and/or maintenance that is required.

- (3) MRMC shall not under any circumstances be responsible for or provide any additional funds for the repair, upgrade, maintenance or replacement of any lost, stolen, or damaged personal laptop computer, software, hardware, or ancillary devices or supplies.

Resident shall only utilize the personal laptop computer for educational and clinical care purposes related to fulfilling the requirements of the Program.

Resident understands and agrees that protected health information ("PHI") may not be stored on the personal computer. All data of whatever type that is related to an MRMC patient or considered to be confidential and/or proprietary information shall only be stored on the McLeod Health server.

Resident acknowledges that McLeod Information Systems Department, through its personnel or McLeod Help Desk, shall not offer any type of technical assistance for this device that is not directly related to connectivity issues with the McLeod Health server.

In the event that the personal computer is stolen, lost, significantly damaged, or compromised, Resident shall immediately notify Shari Donley, Director of Information Technology/Governance and Corporate HIPAA Officer at sdonley@mcleodhealth.org or (843) 777-2485.

E. Rural Housing Incentive Stipend. MRMC desires for Resident to secure housing within a thirty (30) mile straight line radius of McLeod Cheraw or McLeod Clarendon, as applicable (the "Designated Radius"). To that end, if Resident secures and maintains housing within the Designated Radius, MRMC shall provide Resident with an annual stipend in the amounts set forth below while Resident maintains a residence within the Designated Radius (the "Rural Housing Incentive Stipend") during such time that Resident maintains housing within the Designated Radius. Specifically, the Rural Housing Incentive Stipend for each Program Year shall equal:

- (1) Ten Thousand and No/100 Dollars (\$10,000.00) per annum during PGYI;
- (2) Five Thousand and No/100 Dollars (\$5,000.00) per annum during PGYII; and
- (3) Five Thousand and No/100 Dollars (\$5,000.00) per annum during PGYIII.

MRMC shall pay the Rural Housing Incentive Stipend to Resident in twenty-six (26) bi-weekly payment installments during each Program Year hereunder, subject to the withholding of all Federal and state taxes and reasonable deductions as required by law, so long as Resident maintains a residence within the Designated Radius during the majority of the applicable pay period. Resident agrees to immediately notify MRMC when Resident obtains housing within the Designated Radius (if applicable), and to immediately notify MRMC if Resident later ceases to maintain housing within the Designated Radius at any time during the Term. Resident also agrees to provide MRMC with documentation evidencing Resident's maintenance of housing within the Designated Radius as reasonably requested by MRMC. For the avoidance of doubt, Resident shall not be eligible for a Rural Housing Incentive Stipend for any two (2) week period if Resident does not maintain housing within the Designated Radius during the majority of the two (2) week period at issue.

F. Rural Travel Stipend; Non-Elective Surplus Travel Compensation. MRMC shall provide Resident with an annual stipend to cover Resident's transportation costs with respect to his or her travel to and from Florence, South Carolina, and/or in and around Cheraw, South Carolina or Manning, South Carolina (as applicable) in the amounts set forth below (the "Rural Travel Stipend"). Specifically, the Rural Travel Stipend shall equal:

- (1) Five Thousand Two Hundred and No/100 Dollars (\$5,200.00) per annum during PGYI, to be paid in bi-weekly installments of Two Hundred and No/100 Dollars (\$200.00) per installment during PGYI;
- (2) One Thousand Three Hundred and No/100 Dollars (\$1,300.00) per annum during PGYII, to be paid in bi-weekly installments of Fifty and No/100 Dollars (\$50.00) per installment during PGYII; and

- (3) One Thousand Three Hundred and No/100 Dollars (\$1,300.00) per annum during PGYIII, to be paid in bi-weekly installments of Fifty and No/100 Dollars (\$50.00) per installment during PGYIII.

In addition, if MRMC requires that Resident travel more than one hundred miles (100) in a single day to perform services under this Agreement (*e.g.*, for a non-elective rotation), and Resident utilizes his/her personally-owned automobile ("POV") for such travel, then MRMC agrees to compensate Resident for each mile driven in excess of one hundred (100) miles during the day at issue at the mileage rate for business miles driven allowed for by the then current McLeod Health policy (the "Non-Elective Surplus Travel Compensation"). For example, if Resident travels 110 miles in his/her POV in a single day pursuant to a requirement from MRMC, then Resident would be eligible for Non-Elective Surplus Travel Compensation for the last 10 miles driven during the day at issue. Notwithstanding anything herein to the contrary, Resident shall **not** be eligible for Non-Elective Surplus Travel Compensation for Resident's travel to and from elective rotations.

For the avoidance of doubt, except as otherwise provided in this **Section 1.F** of **Attachment B** with respect to the Rural Travel Stipend and Non-Elective Surplus Travel Compensation, Resident shall **not** be eligible for reimbursement for his or her work-related travel expenses (*i.e.*, mileage reimbursement) during the Term of this Agreement, it being the intent of the parties that the Rural Travel Stipend and Non-Elective Surplus Travel Compensation shall be Resident's sole compensation for the employment-related travel expenses that he or she may incur each Program Year.

2. **BENEFITS.**

MRMC shall provide Resident with the following benefits during the Term of this Agreement as outlined below:

A. Group Health, Life, Short, and Long Term Disability Plans. To the extent Resident is eligible to participate in the Group Health, Group Life, Short-Term and Long-Term Disability Plans, Resident will receive the benefits provided according to the plan document. These benefits are provided in accordance with current MRMC policies and plan documents, which shall be made available to Resident. MRMC reserves the right to amend or terminate these plans, policies, and their future benefits at any time and in its sole discretion.

The Parties acknowledge and agree that MRMC shall provide health insurance coverage for Resident commencing on July 1, 2023. MRMC also agrees to provide up to One Thousand and No/100 Dollars (\$1,000.00) as reimbursement to Resident for expenses incurred by Resident during the month of June 2023 for actual expenses incurred by Resident to maintain the existing health insurance coverage for himself or herself and/or Resident's dependents, as applicable, until the health insurance coverage provided by MRMC to Resident and/or Resident's dependents, as applicable, becomes effective. MRMC agrees to provide such reimbursement upon Resident's presentation of documentation, satisfactory to MRMC, evidencing such expenses; but in no event shall such documentation be presented to MRMC later than ninety (90) days from the Effective Date of the Agreement and following commencement of the Program by Resident.

B. Lab Coats/Outerwear. MRMC shall provide Resident with a choice of either: three (3) new lab coats during each Program Year; or one (1) new lab coat and one (1) article of McLeod-approved outerwear (*e.g.* fleece pullover with McLeod-approved logo) during each Program Year. Resident must request their three (3) lab coats; or one (1) lab coat and one (1) article of McLeod-approved outerwear within sixty (60) days following the start of each Program Year. Notwithstanding the above, Resident is required and agrees to maintain at least one (1) clean, presentable lab coat at all times during each Program Year.

C. Meals. MRMC shall provide Resident with adequate meals during working hours and while Resident is on restricted call.

D. Educational/Materials Fees and Licensure Fees. MRMC shall reimburse Resident during each Program Year for the following three (3) expense categories:

(1) **Educational Expenses.** MRMC agrees to reimburse Resident for expenses Resident actually incurs in attending a continuing medical education seminar, taking certification exams, or procuring education materials (the "Educational Expenses") in the following amounts: (a) up to Seven Hundred Fifty and No/100 Dollars (\$750.00) during PGYI; (b) up to One Thousand and No/100 Dollars (\$1,000.00) during PGYII; and (c) up to One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00) during PGYIII. Educational Expenses include, but are not limited to, expenses associated with Resident's travel, lodging, and procurement of educational materials; provided, however, pre-approval by the Program Director of the Educational Expenses is a pre-condition of the payment or reimbursement by MRMC. If Resident does not use the amount set forth above during any Program Year for which such was allocated, any unused amount may be carried forward into the following Program Year. Any such amount that remains unused following Resident's completion of the Program, or as a result of the termination or expiration of this Agreement, shall be retained by MRMC. Reimbursement for Educational Expenses is subject to the then current McLeod Health CME and Professional Expense Allowance Policy ("CME Policy"), the current version of which is attached hereto and incorporated herein as **Attachment B-1** and may be amended from time to time; provided, however, in the event of any inconsistency between the terms of the CME Policy and the terms and conditions set forth in this Agreement, the terms and conditions of this Agreement shall prevail with respect to the subject matter thereof.

(2) **Licensing Expenses.** MRMC agrees to pay on behalf of Resident, or reimburse Resident for, the reasonable expenses and fees associated with: (a) Resident's application for a limited medical license issued by the State of South Carolina during the Resident's first (1st) Program Year; and (b) Resident's application for a permanent medical license issued by the State of South Carolina during the Resident's first (1st) and second (2nd) Program Years. If the South Carolina Board of Medical Examiners does not grant the Resident a permanent license during the initial twenty-four (24) months of Resident's participation in the Program, then MRMC agrees to pay on behalf of Resident, or reimburse Resident for, any reasonable expenses associated with Resident's renewal of a limited medical license issued by the State of South Carolina, as required, until Resident graduates from the Program (if applicable); provided, however, MRMC shall not pay or reimburse Resident for any such renewal of limited license if the South Carolina Board of Medical Examiners does not grant the Resident a permanent license due to Resident's failure to submit application materials in a timely manner. MRMC shall also pay on behalf of Resident, or reimburse Resident for, the reasonable expenses and fees associated with any renewal of Resident's permanent medical license that is required during the Resident's tenure in the Program (*i.e.*, for any renewal that occurs during the Term hereof), which such payment/reimbursement shall be pro-rated to the extent the duration of any license spans timeframes outside of the Term of this Agreement. (If MRMC pays for such renewal directly, then Resident shall be responsible for promptly paying any difference for such licenses/fees to MRMC after being given notice of said amounts). MRMC shall also pay on behalf of Resident, or reimburse Resident for, the applicable expenses and fees for only one (1) USMLE examination or COMLEX examination. The Parties agree that Resident shall be solely responsible for the expenses and fees associated with a second (2nd), or any subsequent, USMLE/COMLEX examination.

(3) **DEA License.** MRMC agrees to reimburse Resident for reasonable expenses and fees actually incurred by Resident associated with Resident's application each year during the Program, as applicable, for Drug Enforcement Agency licenses from the Federal government and from the State of South Carolina. MRMC shall prorate any payment for said licenses/fees that span timeframes outside of the Term of this Agreement. Resident shall be responsible for promptly paying any difference for such licenses/fees to MRMC after being given notice of said amounts.

E. Vacation, Sick, Holiday, and Personal Leave. Resident will be entitled to take up to twenty-eight (28) days off for personal leave per Program Year, without a reduction of the annual Stipend ("Leave"). This Leave shall include any days that Resident is performing Additional Duties and holidays and personal days, which such personal days are inclusive of vacation and sick leave. Days on which Resident is absent due to attendance at a meeting, conference, or other event that Resident is required by the Program Director or his or her designee to

attend and complete shall not count toward this twenty-eight (28) days of Leave. Any accrued but unused Leave remaining at the expiration of a Program Year, or at the expiration or termination of this Agreement, as applicable, shall be paid to Resident in accordance with MRMC's then applicable policies and procedures in regard thereto.

F. Family Leave Policy. MRMC supports residents as they add to their families and as they attend to major personal and family health events. As such, Family Leave (as defined below) shall be allowed and pursuant to the *ABFM Family Leave Policy and Time Away from Training Guidelines for Board-Eligibility* which is attached hereto and incorporated herein as **Attachment B-2** ("ABFM Family Leave Policy") as may be amended by the ABFM from time to time. Family Leave under the ABFM Family Leave Policy includes leave related to: (1) the birth and care of a newborn, adopted, or foster child, including end of life care; (2) the care of a family member (as defined in the ABFM Policy) with a serious health condition, including end of life care; and (3) a Resident's own serious health condition requiring prolonged evaluation and treatment. The ABFM Policy does not apply to other types of Leave as described in **Section 2(E)**, above.

G. Continuing Medical Education (CME). Resident will be entitled to take up to five (5) days of CME per Program Year at off-campus locations, as pre-approved by MRMC, which such days shall not carry over to the next Program Year.

H. Membership Fees. MRMC shall pay the fees associated with Resident's membership each year in only the following professional organizations: SCAFP; SCMA; AAFP; FCMS; and the AMA or AOA, upon presentment of documentation evidencing the amounts due to such professional organization.

I. Relocation Allowance. MRMC will reimburse Resident up to One Thousand Five Hundred and No/100 Dollars (\$1,500.00) for approved moving expenses Resident incurs in relocating to the Florence, South Carolina area, or to a location within the Designated Radius (as defined above) for Resident's first (1st) Program Year, **subject to the withholding of all deductions and taxes required by law or as otherwise approved by Resident.** MRMC agrees to provide such reimbursement upon Resident's presentment of documentation, satisfactory to MRMC, evidencing such expenses. Resident shall present such relocation expenses no later than ninety (90) days following the Effective Date of this Agreement and Resident's commencement of the Program.

ATTACHMENT B-1

Status **Active** PolicyStat ID **12758957**

McLeod Health
The Choice for Medical Excellence

Origination 12/2022
Last Approved 12/2022
Effective 12/2022
Last Revised 12/2022
Next Review 12/2023

Owner Tiffni Shealy:
LEGAL
COUNSEL/PHYS
CONTRACT
Area Administration -
Administrative
Manual
Applicability McLeod Health
System
Documents

McLeod Health CME and Professional Expense Allowance Policy Employed Physicians and Advanced Practice Providers

I. Purpose Statement

In recognition of the fact that McLeod Health and its various affiliates ("McLeod Affiliates(s)"), or, together with McLeod Health, "McLeod") employ Physicians and Advanced Practice Providers ("APP(s)") in various medical specialties which include MPA-employed Physicians, Hospital Based Physicians, Hospitalists, Intensivists, Hospital Based Specialists, Emergency Medicine Physicians, Medical Residents, Nurse Practitioners, Physician Assistants and Certified Nurse Midwives (together "Physician(s)/APP(s)"), and in recognition of the fact that McLeod provides certain contractual benefits to McLeod Physicians/APPs, including an allowance for Continuing Medical Education ("CME"), Professional Society Membership, Educational Resource, Certification and License Fee Reimbursement (together "CME and Professional Expenses").

CME and Professional Expense reimbursement is provided to encourage medical providers to maintain high professional standards through continuing education, participation in professional societies, and having access to current medical information. CME is the platform to ensure proper licensure and certification. This policy provides specific guidance to McLeod Physicians/APPs who seek to have McLeod reimburse them for certain CME and Professional Expenses.

II. Policy

This policy specifies the types of CME and Professional Expenses each Physician/APP may incur and for which McLeod will reimburse him or her up to the annual amount permitted under each Physician's Employment Agreement or APP's Terms of Employment.

This policy is intended to be separate and distinct from McLeod Health's "Travel Education Expenses Reporting and Reimbursement" policy which provides guidelines for travel and professional expenses for McLeod Health staff and does not apply to Physicians/APPs. Insofar as the provisions of this policy conflict with the provisions of the "Travel Education Expenses Reporting and Reimbursement" policy, the terms of this policy shall govern and control as it pertains to Physicians/APPs.

III. Procedure

A. Prerequisites for reimbursement of Approved CME and Professional Expenses.

1. Physician/APP must be employed by McLeod pursuant to an employment agreement or terms of employment that affirmatively provide that McLeod will reimburse some or all of his or her CME and Professional Expenses.
2. Physician/APP must be in good standing with McLeod, and must not be suspended from the performance of his or her employment duties at the time the CME and/or Professional Expenses were incurred.
3. Neither Physician/APP nor McLeod has provided notice of his, her or its intent to terminate the employment of Physician/APP prior to CME and/or Professional Expenses being incurred.

B. Permissible CME Related and Professional Expenses. The following categories of CME Related and Professional Expenses may be reimbursed:

1. Fees. Fees for CME courses which include in-person courses and alternatively delivered programming (i.e., live webcasts, online, teleconference and on-demand format seminars) that are accredited by the specialty board that provides Physician's/APP's certification or that are accredited by the South Carolina Board of Medical Examiners (or South Carolina Board of Nursing in the case of APPs)
2. Costs. The costs of educational materials (e.g., books, CDs, downloads, etc.) associated with the CME course at issue;
3. Mileage. The mileage rate established by McLeod Health if Physician/APP utilizes his or her personally owned vehicle.
4. Vehicle Rentals; Taxi; Ride-Share. The cost of a "full-sized" rental car (or a smaller car), taxi service, shuttle service, or ride-sharing service (e.g., Uber, Lyft, etc.) with the presentation of detailed receipt. If Physician/APP chooses to rent a "luxury" vehicle, truck or sport utility vehicle, McLeod shall reimburse Physician/APP an additional \$50.00 (above the cost of a "full-sized" rental car) per day for the cost of the rental.
5. Airfare. The costs of regular airfare, other than first class, subject to Physician's/APP's presentation of receipts to McLeod. If Physician/APP chooses to fly first class, McLeod may reimburse Physician/APP an additional \$500.00 (above the cost

of regular airfare) for the round-trip first class airfare with VP approval.

6. **Lodging.** The cost of lodging for a single room at the course/conference single room nightly rate during the course or conference. If necessary due to the distance and timing of travel requirements McLeod may reimburse the cost of the night before the conference begins and/or the night after the conference ends. If Physician/APP uses alternate lodging, McLeod shall reimburse Physician/APP the lesser of the actual expenses incurred or an amount not to exceed \$250.00 above the course/conference single room nightly rate per night with VP approval.
7. **Meals.** Meals will be reimbursed in the amount of a detailed receipt presented to McLeod not to exceed \$100.00 per day. McLeod will reimburse tax and up to a 20% gratuity per meal which is included in the \$100.00 per day amount. There is not a daily food stipend.
8. **Entertainment.** McLeod shall not reimburse Physician/APP for alcohol or entertainment related expenses (shows, sporting events, in-room movies, etc.).
9. **Travel outside the Continental US.** McLeod shall not reimburse Physician/APP for travel outside the continental U.S. without prior written approval from the Senior Vice President of MPA, and/or the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of McLeod Health.
10. **Personal Electronic Devices.** With VP approval, once every three (3) years Physician/APP may use his or her CME Allowance to purchase a single Personal Electronic Device of his or her choice, which may include a tablet or lap top computer and any approved accessory hardware (e.g., tablet case, keyboard, docking station, etc.) so long as as the Personal Electronic Device is to be used for work-related purposes. For the avoidance of doubt, Physician/APP may not use his or her CME Allowance to purchase a cell phone or smart phone.

C. Documentation Necessary for Reimbursement.

1. To be reimbursed for CME Expenses related to a course or conference, the Physician/APP must complete the McLeod Health Travel and Education Expense Report Form ("T&E Form") and present McLeod with:
 - a. The course or conference brochure; and
 - b. A certificate of completion for the course or conference or other documentation of attendance/completion.
 - c. Detailed receipts for all travel-related reimbursement as described in Section B, above.
 - d. If Physician/APP wishes to be reimbursed conference fees and airfare in advance of conference, McLeod may reimburse Physician/APP airfare and conference costs with receipts. If Physician/APP does not attend conference or provide proof of attendance, any advance will then be counted as a compensation draw used in determining the Physician's/APP's total compensation pursuant to the Physician's/APP's employment agreement or terms of employment.
2. In order to be reimbursed for CME Expenses related to a professional society

membership or educational resources Physician/APP must present McLeod with a written description of the professional society membership or educational resource that is relevant to the Physician's/APP's specialty/employment with McLeod.

3. In order to be reimbursed for the purchase of a Personal Electronic Device as described in Section B(10) above, Physician/APP must present McLeod with a detailed receipt.
4. If Physician/APP receives any cash or cash equivalents as a result of his or her participation in the CME course or conference, or for a professional subscription, membership or resource, then the total amount of Permissible CME Expenses shall be reduced by the amount of the cash or cash equivalents. For purposes of this Policy, gift cards or gift certificates for general merchandise, including meals, are considered cash equivalents, regardless of dollar amount or funding source. Promotional merchandise, however, is not considered to be a cash equivalent for purposes of this Policy.

D. **Certification and License Fee Reimbursement.** McLeod will reimburse the following Certification and Licensing Fees subject to the prerequisites set forth in Section A above:

1. State Board of Medicine Licensure Fee or State Board of Nursing Licensure Fee for the state in which Physician/APP practices for McLeod;
2. Physician/APP Specialty Board Certification Fees and the costs of subscriptions for any publications of such certification board(s) for the state in which Physician/APP practices for McLeod;
State DEA License Fee for the state in which Physician/APP practices for McLeod;
and
4. Federal DEA License Fee.

IV. Equipment Needed

Not Applicable

V. Addendums

Not Applicable

VI. Attachments

Not Applicable

VII. Related Links

Not Applicable

VIII. References

Not Applicable

ATTACHMENT B-2

ABFM Family Leave Policy and Time Away from Training Guidelines for Board-Eligibility May 2020

This policy replaces the former policies on Vacation, Illness, and Other Short Term Absences and the Long Term Absence Policies from ABFM. The effective date for this policy is July 1, 2020 and the policy applies to all residents and fellows in the program, regardless of their training year. For the purposes of determining extension of training decisions, this policy is retroactive to include any resident who is enrolled in the program at the time the policy takes effect but does not retroactively change the resident's time of promotion from one PGY year to the next.

Background and Purpose

Restrictive residency training program policies and culture regarding parental Family Leave are common and have not changed significantly over time. Data shows that women residents who have children during residency continue to face barriers to receiving adequate time away to care for themselves and/or their newborns. They often still face negative cultural biases related to the impact on their education, clinical work, and sharing of workload among colleagues. While Family Leave was historically considered only for birth parents, it has in recent years begun to be considered for non-birth parents. However, those who are adopting or fostering children are still often not allowed similar time away from training. GME programs nationwide will see an increase in the number of residents requesting parental Family Leave, especially with women now comprising more than 50% of medical school graduates, and with ongoing shifts toward diversity of parenting roles and family structures.

Allowable time away from training is affected by multiple issues, some of which may not be coordinated or consistent with each other. These include human resource (HR) policies of different institutions in which residencies reside, varying definitions of Family Leave types, ACGME training requirements, and medical specialty boards' requirements for board eligibility. Numerous articles have been published on this topic in recent years, largely focused on the degree of variation of approaches by all of these contributors to Family Leave of absence decisions that result in inequality across and within residency programs. A study published in *Family Medicine* in October 2019 demonstrated wide variation among parental Family Leave policies and practices across family medicine residency programs and showing that family medicine residents, on average, utilize less Family Leave time than is offered by programs by one-half to 1.5 weeks.¹ Residents have often cited medical board policy as having a major influence on their choice to limit their time away from training so as not to extend their time in residency.

Current ABFM policy does not distinguish parental or family leave from other types of leave (vacation, sick, holiday, PTO, etc.). Family Medicine residents are limited to one month of leave per academic year, for any reason. This is among the least amount of time among policies cited across specialty boards.¹¹ This fact is frequently called out by family medicine trainees as being "least family friendly."

Reconsideration of our existing approach is necessary to support resident well-being and to optimize early childhood development for the children of resident trainees. Equally important is the need to support parents who take on early childcare responsibilities. Finally, residents should be supported through other impactful events, such as significant personal illness, or care of a critically ill or dying member of the resident's immediate family.

NOTE:

ABFM policy is only intended to address maximum time away from training that is allowable for a resident to be board-eligible at the end of their training and Program Director sign off. It does not supplant local human resource policies. It is also distinct and separate from, and should not be confused with, family leave as permitted by the Family and Medical Family Leave Act (FMLA), or specific leave policies as defined by your

sponsoring institution human resource department. Employers and programs will continue to be the ones to determine local leave allocations using their own policies. Local policies may be different than the leave amount indicated for board eligibility. All program policies should be clearly written and communicated to prospective and current residents, separate from ABFM policy.

Additionally, this policy is not intended to prescribe decisions regarding time of resident graduation and attestation that the resident is ready for autonomous practice. It only provides guidance about the maximum time away from training allowable for a resident before the program would have to extend their training. At any point, a Program Director and the CCC can make a decision to extend a resident's training based on their assessment that the resident is not ready for attestation of meeting ACGME requirements and enter autonomous practice.

Definitional Issues

For the purpose of this policy:

1. Academic/training years will be referred to as PGY1, PGY-2, PGY-3, and, when relevant, PGY-4.
2. Family Leave of Absence from the residency program will be referred to as Family Leave.
3. Time off allotted by programs for vacation, sick leave, holiday, PTO will be referred to as Other Leave.

Principles Utilized in Consideration of a New Policy

In considering a change in ABFM Policy, the following principles were adopted by the ABFM Board of Directors to guide its decisions:

1. ABFM will support residents as they add to their families and as they attend to major personal and family health events.
2. ABFM believes that residency experiences in continuity patient care and core family medicine rotations should be priorities. If at all possible, time that residents take for Family Leave should be assigned to elective and/or selected specialty rotations.
3. Family Leave should be allowed to cross over from one PGY year to the next.
4. Other Leave time may be used toward allocation of time away for Family Leave but should not be exhausted for such. The ABFM encourages a minimum of one week of Other Leave per year to be separated from Family Leave time away. This is essential to support resident well-being.
5. Decisions about advancement from one year to the next in residency will continue to be determined by the Program Director and the Sponsoring institution.
6. ABFM will not materially delay certification for residents who require extension of training. We are committed to maintaining two examination cycles per year in order to not delay achievement of certification for those who are off cycle for any reason.

Residency Training Requirements for Board Certification Eligibility

Candidates for certification are required to complete 36 months of graduate medical education in an ACGME accredited Family Medicine residency program. In some situations, the training may be extended for additional time to meet the minimum requirements. All residents must have core clinical training that includes the breadth and depth of Family Medicine. These include, but are not limited to:

1. Residents are required to spend their PGY-2 and PGY-3 training in the same residency program's teaching practice, in order to provide sustained continuity of care to their patients.

2. Each year of residency must include a minimum of 40 weeks of continuity clinic experience (exceptions may apply if the residency program has received a waiver of this requirement in connection with pilot projects assessing intentional variation in training requirements)
3. Residents are required to complete a minimum of 1650 in-person patient encounters in the continuity practice site to be eligible for ABFM certification.

At the end of training, the Program Director is expected to sign, on behalf of the program, that the resident has met all requirements for board eligibility and is ready for autonomous practice.

New Policy Parameters

Family Leave provided under this new policy is intended to be provided in the same circumstances specified in the federal Family and Medical Family Leave Act (FMLA), including:

- The birth and care of a newborn, adopted, or foster child, including both birth- and non-birth parents of a newborn.
- The care of a family member* with a serious health condition, including end of life care
- A resident's own serious health condition requiring prolonged evaluation and treatment

*Decisions about what constitutes family member and what constitutes serious health condition is best left to the Program Director and their institutional policies. ABFM intends to leave those decisions at the local level where they are best able to be individually made.

This policy does not apply to other types of personal leave and/or interruptions from a residency (e.g., prolonged vacation/travel, unaccredited research experience, unaccredited clinical experience, military or government assignment outside the scope of the specialty, etc.). This policy likewise does not apply to periods of time for which a resident does not qualify for credit by reason of resident's failure to meet academic, clinical, or professional performance standards.

ABFM does not require approval of a resident's Family Leave if it is taken as outlined, and as long as the resident is on schedule to meet other training requirements. *However, ABFM still requests that residencies report in RTM any Family Leave or other LOA, even when extension of training is not required, to allow for data tracking that supports ongoing evaluation of this policy change.*

Time Allowed for Family Leave of Absence

Family Leave Within a Training Year: ABFM will allow up to (12) weeks away from the program in a given academic year without requiring an extension of training, as long as the Program Director and CCC agree that the resident is ready for advancement, and ultimately for autonomous practice. This includes up to (8) weeks total attributable to Family Leave, with any remaining time up to (4) weeks for Other Leave as allowed by the program.

There is no longer a requirement to show 12 months in each PGY-year for the resident to be board-eligible; however, by virtue of the allowable time, a resident must have at least 40 weeks of formal training in the year in which they take Family Leave. This policy also supplants the previous 30 day limit per year for resident time away from the program.

Total Time Away Across Training: A resident may take up to a maximum of 20 weeks of leave over the three years of residency without requiring an extension of training. Generally speaking, 9-12 weeks (3-4 weeks per year) of this leave will be from institutional allowances for time off for all residents; programs will continue to follow their own institutional or programmatic leave policies for this.

If a resident's leave exceeds either 12 weeks away from the program in a given year, and/or a maximum of 20 weeks total, (e.g. second pregnancy, extended or recurrent personal or family leave) extension of the resident's training will be necessary to cover the duration of time that the individual was away from the program in excess of 20 weeks.

Residency Directors must make appropriate curricular adjustments and notify ABFM of requested extensions through the RTM system, for approval by ABFM. Reports must include an explanation for the absence from training, the number of total days missed, and a plan for resuming training as basis for calculating a new graduation date. Residents must still achieve 1650 continuity visits by the end of residency.

Additional Considerations:

- ABFM will allow Family Leave to cross over two academic years. In this circumstance, the Program Director and sponsoring institution will be the ones to decide when the resident is advanced from one PGY-year to the next.
- Other Leave time may be utilized as part of approved Family Leave, or in addition to approved Family Leave. ABFM encourages programs to preserve a minimum of one week of Other Leave in any year in which a resident takes Family Leave. Consideration should be given to the importance of preserving some time away for resident well-being outside of a period of Family Leave.
- Residents are expected to take allotted time away from the program for Other Leave according to local institutional policies. Foregoing this time by banking it in order to shorten the required 36 months of residency or to retroactively “make up” for time lost due to sickness or other absence is not permitted.
- Time missed for educational conferences does not count toward the time away from training under the Family Leave time allowed in this policy.

Certification Timeline in Instances of Extension of Residency Training

When a resident’s training completion dates change, ABFM will provide opportunities to take their initial certification exam within the year, as described below:

1. If they are anticipated to complete training between July 1st and October 31st, they may apply for and take the Certification Examination in April of their PGY-3 year, with permission from the program director through the RTM system.
2. If they are anticipated to complete their residency between November 1st and December 31st, they will be eligible to take the Certification Examination in November of their graduating year. Residents completing training between January 1 and April 30 of the following year may also apply for the November exam with permission from the program director through the RTM system.

¹Wendling A, Paladine H, Hustedde C, Kovar-Gough I, Tarn D, Phillips J. Parental leave policies and practices of US family medicine residency programs. *Fam Med.* 2019;51(9):742-9.

²Varda BK, Glover M. Specialty board leave policies for resident physicians requesting parental leave. *JAMA.* Dec 11, 2018. Vol 320 (22); 2374-2377.

ATTACHMENT B-3

McLeod Health
The Choice for Medical Excellence

**MRMC POLICY ON INTERNAL AND EXTERNAL
RESIDENT TRANSFERS**

BACKGROUND/PURPOSE:

In order to operate properly, MRMC's Family Medicine Residency Program and MRMC's Rural Track Family Medicine Residency Program (the "MRMC Residency Program(s)") must find Residents to fill their respective post-graduate training positions for each program year. However, Residents sometimes change their career plans during their residency and, as a result, may seek to transfer to another residency program – either an external residency program ("External Transfer"), or to the other MRMC Residency Program ("Internal Transfer"). When an External Transfer or Internal Transfer occurs, it becomes necessary for the departing Resident's former MRMC Residency Program to fill his or her post-graduate training position.

POLICY:

The purpose of this Policy is to (A) outline clear expectations for current Residents seeking to transfer to another program, (B) facilitate clear, open, and early communication regarding potential transfers, and (C) ensure that the maximum possible lead-time of an External Transfer or an Internal Transfer is allowed for the purposes of each MRMC Residency Program's planning and recruitment of new Residents.

GUIDELINES/PROCEDURES:

Open Communications Regarding Potential Transfers.

The choice of a medical specialty is a major life decision that will profoundly impact each physician's professional career and life. It is MRMC's position that individuals who are happy with their choice will make better physicians. Residents considering a medical specialty change should feel free to obtain advice and counsel from any Faculty Member. When such discussions occur, Faculty Members are encouraged to assist the Resident in honestly evaluating his or her career goals and the best pathway to reach those goals (even if it means transferring). Faculty Members should also outline the process, timelines, and obligations of the Resident with respect to transfers. Residents will not be penalized for exploring the idea of a transfer. Faculty Members will not be penalized for counseling a Resident who later transfers. However, both Residents and Faculty Members should be cognizant of the importance of making the decision in a timely manner.

APPROVED BY GMEC 4/20/2023 *(date added by MH Legal)*
CHARLESTON\870837v4

McLeod Health

The Choice for Medical Excellence

Communication of Decision to Transfer.

If a Resident desires to pursue a transfer, the Resident should first notify his or her advisor. The Resident and the advisor should then jointly notify the Program Director of the Resident's current MRMC Residency Program as soon as reasonably possible. Residents seeking an External Transfer or Internal Transfer should make their desires known as early as possible in their current PGY. Residents seeking an External Transfer should notify their current Program Director *in writing* of their intent **no later than** January 31st of their current PGY. Residents seeking an Internal Transfer should notify their current Program Director *in writing* of their intent **no later than** December 31st of their current PGY. The written notice of the Resident's intent to transfer shall be regarded as a letter of resignation from their MRMC Residency Program effective as of the last day of the current PGY, as described more fully below.

Effect of Notice of Transfer.

All Residents who decide to transfer are expected to complete their then current PGY. **The Resident's notice of an External Transfer or an Internal Transfer will automatically cause the Resident's employment agreement to terminate effective as of the last day of the current PGY.** A Resident who does not provide such notice but who nonetheless enters into the National Resident Matching Program (NRMP) for the upcoming PGY will also be deemed to have terminated his or her employment agreement effective as of the last day of the current PGY. Upon MRMC's receipt of a Resident's notice of transfer, the Resident's current MRMC Residency Program will immediately begin recruiting to fill the vacancy for the upcoming PGY.

The termination of the transferring Resident's employment agreement will not be revocable (except upon the mutual written agreement of MRMC and the Resident, as described below). This means that, if a Resident later seeks to rescind his or her resignation/transfer notice, the Resident's current MRMC Residency Program will be under no obligation to accept that rescission and allow the Resident to return to his or her MRMC Residency Program. For example, if a Resident seeks to rescind his or her resignation/transfer notice prior to match day, the applicable MRMC Residency Program may still choose to fill the Resident's position through the match process. If the Program Director allows the Resident to return (either before or after match day), then the Resident and MRMC will memorialize the Resident's continued employment with MRMC by either (A) executing an addendum to the Resident's employment agreement nullifying its termination, or (B) entering into a new employment agreement.

Special Considerations for Internal Transfers.

Program Directors are prohibited from actively seeking to recruit Residents from the other MRMC Residency Program. Internal Transfers will be permitted only with the written

APPROVED BY GMEC 4/20/2023 *(date added by MH Legal)*
CHARLESTON\870837v4

McLeod Health

The Choice for Medical Excellence

approval of both Program Directors. A Program Director who learns that a Resident is interested in, or is actively seeking, an Internal Transfer must notify the other Program Director in a timely manner. Once such notice has been provided, the Resident and the Program Director may engage in exploratory discussions regarding the potential Internal Transfer (if there is reason to believe that there is mutual interest); however, the Resident's current Program Director must be included in such exploratory discussions (or at least be invited to participate such discussions, if the current Program Director does not desire to participate). **All discussions and communications beyond the exploratory stage should be documented, including by memorializing the written approval of both Program Directors if a decision to transfer is made.**

As described above, an Internal Transfer will result in the termination of the transferring Resident's MRMC employment agreement effective as of the last day of the PGY. In the case of an Internal Transfer, the Resident and MRMC will enter into a new employment agreement, reflecting the Internal Transfer and specifying the Resident's new MRMC Residency Program, which will become effective on the first day of the following PGY. Residents should be aware that MRMC pays differing compensation packages to Residents based on their MRMC Residency Program. The new employment agreement will address any such compensation changes.

Actions Prior to Transfer; Document Retention

Residents must meet with their current Program Director to review outstanding responsibilities and expectations at least one month prior to transfer. It is expected that Residents will act in a professional manner to fulfill all existing clinical and educational responsibilities to their then current MRMC Residency Program. This includes, but is not limited to:

- (i) by fully participating in all day-to-day clinical and academic activities while they remain in the program;
- (ii) by completing all outpatient and inpatient notes;
- (iii) by completing all other required documentation (evaluations, duty hours, procedures, etc);
- (iv) by carrying out all scheduled call responsibilities; and
- (v) by attending and participating in other scheduled commitments.

Per ACGME, the residency program receiving a transfer must obtain (A) written verification and documentation of the satisfactory standing of the Resident, and (B) competency-based evaluations of the Resident's performance from the prior training program, before agreeing to accept the Resident as a transfer. MRMC will provide such documentation in a timely manner and in keeping with industry standards. MRMC will also retain this information as part of the transferring Resident's training record.

APPROVED BY GMEC 4/20/2023 *(date added by MH Legal)*
CHARLESTON\870837v4

ATTACHMENT C

TIME SHEET FOR ADDITIONAL DUTIES RENDERED BY RESIDENT

Month _____ Year _____

Resident rendered Additional Duties this month and provided the following services on the days set forth below:

SERVICE

DATE(S)/TIME

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Resident's Signature

Date

Approved for MRMC

Date