

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

SAMPLE EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT is made and entered into **this (date contract will be executed)**, by and between the GREENVILLE HOSPITAL SYSTEM, a body politic and corporate created under the laws of the State of South Carolina ("Hospital"), and **(Resident)**.

1. SERVICES.

a. Resident agrees to serve as a full-time employee as a **(grad year)** resident in the GHS Division of Academic Services for **(residency program)**. In this capacity, Resident will participate in a graduate medical education program which includes, but is not limited to, classroom and lecture sessions, patient care responsibilities, and other activities as determined by Resident's specific graduate medical education program. Resident agrees to perform all duties and services in a competent, professional, and effective manner, consistent with the prevailing standard of care.

b. Resident shall at all times conduct himself/herself in a manner which does not disrupt the orderly operation of any Hospital facility or adversely impact the public's perception of Hospital, its employees, officers, facilities, or programs.

c. Resident shall notify the Vice President of Academic Services and the Medical Staff Services Department if Resident has or develops any physical or mental health condition, including but not limited to alcohol or drug dependence, which may affect the Resident's ability to perform the essential functions of his/her job or which may pose a direct threat to the Resident, other Hospital employees, or Hospital patients.

2. COMPLIANCE WITH APPLICABLE POLICIES AND PROCEDURES.

a. Resident agrees to abide by the policies, procedures, rules, and regulations of the Hospital and its Division of Medical Education, including but not limited to those set forth in the current GHS House Staff Manual as it may be amended from time to time, the terms of which are incorporated herein by reference.

b. In addition, Resident agrees to abide by the provisions of the Hospital's current Medical Staff Bylaws, Rules and Regulations as they apply to members of the Resident Staff, as they may be amended from time to time, the terms of which are incorporated herein by reference.

3. BILLING AND RECORDKEEPING.

a. When appropriate, Hospital shall bill, collect and retain all fees for professional services rendered by Resident pursuant to this Agreement. Resident agrees to promptly furnish Hospital with complete and accurate information as necessary to bill and collect such fees.

b. The parties agree to allow the Comptroller General of the United States, the Secretary of Health and Human Services and their duly authorized representatives access to this Agreement and any books, documents and records, as defined in 42 C.F.R. 420.301 of the Social Security Act, until the expiration of four (4) years after the last date services are rendered under this Agreement. Hospital shall have sole ownership and control over such books, documents and records; however, to the extent Resident maintains or possesses said books, documents and records, Resident agrees to allow access to same as set forth herein.

4. COMPENSATION. Hospital shall pay Resident an annual salary. **Yearly salaries are based, in part, on the economic operations of the Greenville Hospital System, the stability of governmental support, and market conditions affecting the recruitment of resident staff.** Payments shall be made in twenty-six (26) equal installments pursuant to Hospital's employee payroll procedures. If for any reason this Agreement terminates, compensation due Resident will be prorated to the date of termination.

5. EMPLOYEE BENEFITS. Hospital shall provide Resident employee benefits as set forth in the House Staff Manual.

6. QUALIFICATIONS AND PERFORMANCE EVALUATION. The qualifications to be maintained by Resident and the process for regular evaluation of Resident's performance shall be as described in the House Staff Manual.

7. TERM. Unless sooner terminated as provided herein, this Agreement shall be effective as of the date first written above. Resident's employment shall begin on ~~July 1, 200(2)~~, and shall continue for one year, ending on ~~June 30, 200(2)~~. Employment is dependent upon the resident obtaining a license to practice medicine in the state of South Carolina.

8. TERMINATION.

a. Resident may terminate this Agreement, at any time, by giving the appropriate Academic Chairman at least thirty (30) days prior written notice of intent to terminate.

b. The Hospital has the option to immediately terminate this Agreement "for cause." Termination for cause includes, but is not limited to, the following events:

i. Resident's physical or mental condition (1) renders Resident unable to perform the essential functions of his/her job or (2) poses a direct threat to Resident or others and that inability or threat cannot be eliminated through reasonable accommodation; provided, however, that any such termination shall be in accordance with the Americans with Disabilities Act or other applicable law; or

ii. failure by Resident to abide by Hospital and Division of Academic Services policies, procedures, rules and regulations, the House Staff Manual, or the Medical Staff Bylaws, Rules, and Regulations; or

iii. conduct by Resident which violates GHS Policy S-100-17 on Discipline and Disciplinary Action and for which termination is a permissible penalty under that policy; or

iv. the initiation of formal criminal proceedings or civil exclusion proceedings by any governmental agency having jurisdiction over matters concerning controlled substances, Medicare fraud and abuse or federal healthcare offenses where such proceedings arise out of Resident's own actions or knowing participation in the alleged activities; or

v. failure by Resident to maintain satisfactory levels of academic and/or clinical (patient care) performance as determined through periodic evaluations performed by the appropriate Academic Chairman or his/her designee; or

vi. material breach of any provision of this Agreement by Resident.

c. In the event this Agreement is terminated by the Hospital for cause prior to the scheduled termination date, Resident shall have the right to appeal the termination decision through the House Staff appeals procedure set forth in the House Staff Manual.

9. CONFLICTS OF INTEREST. Resident shall abide by the Greenville Hospital System Code of Business Ethics and Conduct (the "Code"), shall sign a Statement of Acknowledgement, Acceptance and Agreement of such Code simultaneously with the execution of this Agreement, a copy of which is attached hereto as Appendix "A", and shall promptly make any disclosures or reports required by the Code to the Vice President, Academic Services.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no other preexisting written or oral agreement shall be binding upon the parties hereto.

11. MODIFICATION. This Agreement may be modified only by the mutual written consent of the parties hereto.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written. In executing this Agreement, Resident acknowledges that he/she understands and agrees to abide by all policies and procedures referenced herein, insofar as he/she is capable and within the standards of care established for the practice of medicine.

WITNESS AS TO HOSPITAL:

GREENVILLE HOSPITAL SYSTEM

By: _____
President

By: _____
Vice President
Medical and Academic Services

By: _____
Academic Chairman

By: _____
Program Director

Witness as to the Resident

(Resident Signature)

HMMG Doc. #133329

(Print Resident Name)