

**THIS AGREEMENT CONTAINS A BINDING, IRREVOCABLE AGREEMENT TO ARBITRATE AND IS
SUBJECT TO ARBITRATION PURSUANT TO TITLE 15, CHAPTER 48
(UNIFORM ARBITRATION ACT) OF THE CODE OF LAWS OF SOUTH CAROLINA**

Trident Transitional Year Residency Program

First Year Resident Agreement

Trident Medical Center, LLC d/b/a Trident Medical Center ("Trident") is pleased to offer you an appointment to the Transitional Year Residency Program sponsored by Trident. Under the supervision of clinical faculty members from the Medical University of South Carolina Department of Family Medicine, you will serve as a first year resident in the Transitional Year Program for the period from July 1, 2009 through June 30, 2010. This appointment is contingent upon your acceptable performance of assigned duties as determined by your Residency Program Director and your compliance with Trident Medical Center policies, procedures, rules and regulations as they currently exist and may, from time to time, be amended. During this period of residency training you will be paid an annual salary of \$_____. This salary will be subject to Federal and State income tax and Social Security deductions in accordance with Internal Revenue Service provisions. TY-1 Residents are also eligible for a one-time sign-on bonus of \$1,000.00.

In addition to this salary, Trident Medical Center will provide you with medical, dental, life and disability benefits comparable to coverage available, from time to time, to other Trident Medical Center employees. Trident will purchase and maintain on your behalf a professional liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) aggregate (occurrence type policy), which will cover acts or omissions commencing with the effective date through the termination of this agreement.

You will be entitled to annual leave not exceeding Twenty-Three (23) days per year, which shall include vacation, legal holidays, and personal days. In addition, you shall be entitled to utilize up to Five (5) regular workdays for the purpose of attending medical conventions and/or continuing medical education seminars. Vacations may only be taken if you have maintained satisfactory progress in the program and are not under academic probation. Vacation leave must be approved, in writing, by the Program Director (or his designee) in advance.

As a Trident employee, you will be entitled to Extended Sick Leave hours comparable to the other employees of Trident. In addition, you may be eligible for the Family Medical Leave Act per established health system policies and procedures.

Additional time away from your resident responsibilities will be provided, as deemed desirable by the Program Director, to allow for taking Board examinations, aiding in recruitment programs or other unusual situations.

RESIDENT OBLIGATIONS AND RESPONSIBILITIES:

You, as a Resident Physician, are expected to:

1. Meet the qualifications for resident eligibility as determined by the Accreditation Council for Graduate Medical Education (hereinafter "ACGME") and the Medical Board of

Examiners of the State of South Carolina. Commencement of your training is contingent on securing and maintaining a license without restrictions as required by State and Federal agencies. Commencement of your training is further contingent on proof of US citizenship or legal immigrant status, and securing any needed work authorization, or J-1 or H-1B approval as determined by the Program Director. You will be required to provide proper credentials, and failure to do so may result in suspension or termination from the PROGRAM and possible penalties and/or fines.

2. Perform the duties and responsibilities required of you within the regular hours of work and the on-call hours as determined by the Program Director in conformity with the conditions established by the ACGME.
3. Perform stated duties and responsibilities to the best of his/her abilities at a satisfactory level of competence as determined by the Program Director and the Residency Program's Faculty through a continuous, confidential evaluation of the Resident's performance.
4. Comply with all applicable policies, procedures, rules and regulations of Trident, as the same may exist from time to time, including any rules and regulations described in the Resident Handbook.
5. Complete medical records in a timely manner unless there is a valid excuse as determined by the Program Director. You agree to complete all medical records in a manner to comply with all hospital, Federal and State Regulations. Your performance in medical record completion will be considered in the overall review when contracts are renewed and recurrent, ongoing, continuing failure to meet this obligation may result in suspension or termination from the PROGRAM and possible penalties and/or fines.
6. Meet the requirements of Trident relating to preplacement clearance prior to employment and periodic evaluation of your ability to perform the duties and responsibilities required hereunder.
7. Provide patient care commensurate within your level of knowledge and skill under a combination of direct supervision and progressive independence based upon demonstrated competence and abilities. In addition, you will agree to provide safe, effective and compassionate care based upon the best evidence available. You will develop an understanding of ethical, socioeconomic/cultural and medical-legal issues that affect patient care and will learn to apply cost-containment measures in the provision of care.
8. Participate in all educational activities of the residency program and in any institutional committees or councils, to which you are appointed, assigned or selected. You will accept the responsibility for teaching and supervising medical students and other residents and, when called upon, render an evaluation of the performance of these individuals. Your performance as a clinical teacher will be considered as part of the overall review when contracts are renewed.
9. You represent and warrant to Trident that you are i) not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) have not been convicted of a criminal offense related to the provision of health care items or services

but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and iii) are not under investigation or otherwise aware of any circumstances which may result in you being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and you shall immediately notify Trident of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Trident the right to terminate this Agreement immediately for cause.

10. To the extent applicable to this Agreement, you agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. You agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 163.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than permitted by HIPAA Requirements and terms of this Agreement.
11. You agree to participate in all mandatory training and in-services for compliance with HCA’s Code of Conduct and HIPAA compliance as required of all employees of Trident.

Trident Transitional Year Residency Program Obligation and Responsibilities:

As the sponsoring institution, Trident agrees to:

1. Provide, through its facilities and affiliated facilities, an education and training program that is fully accredited by the ACGME and its various residency review committees. The education and training will take place in facilities that are approved by the Joint Commission for the Accreditation of Healthcare Organizations (JCAHO) or other recognized healthcare accrediting agencies.
2. Provide policies and procedures whereby complaints of sexual harassment or other forms of discriminatory practices may be addressed in a manner consistent with Title VII of the Civil Rights Act as described in the GME Resident Handbook. Trident further agrees to provide special training for all residents in the areas of sexual harassment and cultural diversity.
3. Provide counseling to those residents in need of such services in accordance with the policies and procedures described in the GME Resident Handbook.
4. Provide policies and procedures to handle Physician Impairment and Substance Abuse. Specific details can be found in the GME Resident Handbook.
5. Provide residents with “due process” where actions are contemplated which could result in dismissal from the PROGRAM or could adversely affect a resident’s intended career development. The specific policies and procedures for “due process” can be found in the GME Resident Handbook.

6. Provide residents with ample notification of any decisions regarding residency closure as described in the GME Resident Handbook.
7. Not require its residents to sign a non-competition clause as a condition for employment.
8. WORKING CONDITIONS for the Resident will include: a) elected representatives on the Graduate Medical Education Committee and the GME Internal Residency Review Committee; b) an independent resident organization; c) a security patrolled parking facility; d) sleeping quarters while on-call; e) a meal allowance for each on-call day; f) one new white clinic lab coat each year of training.
9. RESIDENT ORGANIZATION is an independent body whose sole purpose is to provide a forum for residents to meet and express any concerns, complaints or grievances related to the overall residency training programs. Trident will support the operation of the RESIDENT ORGANIZATION through meeting space, clerical support and other amenities as needed.
10. NO COMPENSATION of any kind or nature shall be paid to the Resident by patients or third parties for any services rendered pursuant to this AGREEMENT.

MOONLIGHTING AND OUTSIDE ACTIVITIES:

Trident subscribes to the belief that residency training is a full-time experience. Residents have a primary responsibility to achieve maximum performance in their educational endeavors and provide optimal care to the patients charged to them. Therefore, you may not participate or engage in any outside remunerative work of any kind or nature unless you have a permanent license to practice medicine in South Carolina; and you acknowledge that while engaging in any “moonlighting” activities, you may not “moonlight” in any Trident facility or major affiliate of your residency program. The malpractice insurance coverage provided by Trident during your residency training does not cover “moonlighting” activities.

The Residency Program Director may prohibit you from any “moonlighting activity” if it is deemed to interfere with your obligations under this Agreement or your performance in the residency program.

Residents working under J-1 sponsorship or an H-1B are prohibited from engaging in outside remunerative work of any kind or nature whatsoever in accordance with ECGMG and INS regulations. Both J-1 sponsorships and H-1B petitions are employer specific. Residents in violation are immediately considered in violation of status and are subject to disciplinary action up to and including termination from their program and deportation.

TERMINATION:

All matters pertaining to your performance under the terms of the Agreement will be handled by the Residency Director in collaboration with Trident’s designee and the Department Chair of the MUSC Department of Family Medicine. Employment during the period of this Agreement is expressly conditioned upon satisfactory performance by you, as a resident, **during the entire term of the AGREEMENT, presently in effect at the time of the Agreement is executed.**

In the event that the Program Director, with input from the Faculty, judges that you have not performed satisfactorily or violated the terms of this AGREEMENT, it shall become void and you

will be dismissed by the Trident designee. Trident will not terminate this Agreement without providing you with written notice and an opportunity to discuss with the Program Director, Trident designee and, at the Program Director's discretion, the Department Chair, the reasons for the termination. You may request a grievance hearing in accordance with the procedure described in the GME Resident Handbook. If the Agreement is terminated in accordance with this paragraph prior to its expiration date, each party, at this option, may submit an explanatory statement to the ACGME.

You further acknowledge by signing this Agreement that evaluations of your work and progress in the training program are an integral part of the residency experience. As such, information from these evaluations may be furnished to certification boards, credentialing/privileging committees, prospective employers and/or other program directors. In instances where this information is shared, you will indemnify and hold harmless Trident and its employees for any damages arising therefrom. Any information regarding your performance that is required by federal or state law will be released immediately to the proper authorities.

MISCELLANEOUS:

1. 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, shall not be used, 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.
2. You may not assign any of your rights, powers, duties or obligations hereunder without express prior written approval of the Trident.
3. You agree to participate in follow-up surveys after completion of the residency program. These surveys will request information regarding evaluation of the residency program as preparation for practice, practice demographics/profiles and patient satisfaction data. The surveys will be sent at one-year, five-year and ten-year intervals after completion of the PROGRAM.
4. Facility shall reimburse Resident up to a maximum of \$2,241.00 for covered expenses (e.g. Continuing Education seminars, licensing expenses, board examinations, etc.) during the term of this agreement. Any reimbursement will be in accordance with Facility's policies and procedures regarding expense reimbursement including the submission of any original receipts when required. All reimbursement shall be at Fair Market Value and must be approved by Facility's CEO, in writing, prior to any monies being dispersed.

RENEWAL:

You understand and agree that the terms of the AGREEMENT are for the time period set forth in Paragraph 1 and no further appointment is assured or to be implied from any of the terms and conditions of this agreement or any other written or oral communications between parties. Trident may elect not to renew this Agreement due to unsatisfactory performance or any of a multitude of factors beyond their control (e.g., changes in Medicare funding or other regulations, changes in ACGME requirements, etc.).

Scope of Practice:

“ I have received and read a copy of my Scope of Practice as outlined by my Residency Program.’

Signature of Resident:_____

In Witness Whereof, the parties have executed this AGREEMENT:

Signature:_____ Date:_____

Signature:_____ Date:_____

Terrence E. Steyer, M.D.
Residency Program Director
Transitional Year Program

Signature:_____ Date:_____

Karl Gorrell
Chief Operating Officer
Trident Health System

Signature:_____ Date:_____

Mark Robinson
Chief Operating Officer
Trident Medical Center