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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Jennifer B. McCoy, Circuit Court Judge

Appellate Case No. 2022-000352

Case No. 2021-CP-10-05289

Medical University of South Carolina and University Medical Associates of the Medical University of South Carolina,..... Appellants,

v.

HCA Healthcare, Inc.; Trident Medical Center, LLC; Terry A. Day; Betsy Kay Davis; Joshua D. Hornig; Eric J. Lentsch; David M. Neskey; and Anand K. Sharma,..... Defendants,

Of Which HCA Healthcare, Inc. and Trident Medical Center, LLC, are the..... Respondents.

RECORD ON APPEAL – VOLUME I

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP1005289

Medical University Of South Carolina et al
PLAINTIFF(S)

Hca Healthcare Inc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☑ Statement of Judgment by the Court:

Plaintiffs Medical University of South Carolina and University Medical Associates of the Medical University of South Carolina's Motion for Temporary Injunction was filed on November 22, 2021 and heard by this court on December 9, 2021. "A party seeking injunctive relief must demonstrate irreparable harm, a likelihood of success on the merits, and the absence of an adequate remedy at law." Rawlinson Road Homeowners Ass'n, Inc. v. Jackson, 395 S.C. 25, 35, 716 S.E.2d 337, 343 (2011). This Court finds that Plaintiffs Medical University of South Carolina and University Medical Associates of the Medical University of South Carolina have not sufficiently demonstrated that irreparable harm would occur if the temporary injunction was not granted, nor that an inadequate remedy at law exists, therefore this Court respectfully DENIES Plaintiffs Motion for Temporary Injunction. Nothing in this Order shall affect the other claims in Plaintiffs' Complaint.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/15/2021 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2021 Dec 15 3:54 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Charleston Common Pleas

Case Caption:	Medical University Of South Carolina , plaintiff, et al VS Hca Healthcare Inc , defendant, et al
Case Number:	2021CP1005289
Type:	Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2021-12-15 15:30:41 page 3 of 3

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP1005289

Medical University Of South Carolina et al
PLAINTIFF(S)

Hca Healthcare Inc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☑ Statement of Judgment by the Court:

Plaintiffs' filed a Motion to Alter or Amend the Order Denying Plaintiffs' Motion for Temporary Injunction on December 28, 2021. "The purpose of Rule 59(e), SCRCP, to alter or amend the judgment is to request the trial judge to reconsider matters properly encompassed in a decision on the merits." Arnold v. State, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992). "A party may wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." Elam v. South Carolina Dept. of Transp., 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). This Court hereby DENIES Plaintiffs' Motion to Alter or Amend the Order Denying Plaintiffs' Motion for Temporary Injunction without the necessity of a hearing and decided on the record and briefs. Rule 59(f), SCRCP; Pollard v. City of Florence, 314 S.C. 397, 401–402, 444 S.E.2d 534, 536 (Ct. App. 1994).

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/18/2022 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2022 Feb 18 11:49 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ELECTRONICALLY FILED - 2022 Feb 18 11:49 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

ELECTRONICALLY FILED - 2022 Feb 18 11:49 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Charleston Common Pleas

Case Caption:	Medical University Of South Carolina , plaintiff, et al VS Hca Healthcare Inc , defendant, et al
Case Number:	2021CP1005289
Type:	Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2022-02-18 10:43:12 page 3 of 3

ELECTRONICALLY FILED - 2022 Feb 24 1:59 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Medical University of South Carolina and University Medical Associates of the Medical University of South Carolina, Plaintiffs, vs. HCA Healthcare, Inc.; Trident Medical Center, LLC; Terry A. Day; Betsy Kay Davis; Joshua D. Horning; Eric J. Lentsch; David M. Neskey; and Anand K. Sharma, Defendants.	IN THE COURT OF COMMON PLEAS CASE NO.: 2021-CP-10-05289 **ORDER FOR CASE ASSIGNMENT TO THE BUSINESS COURT**

It is hereby ordered that the above-captioned case be assigned to the Business Court for Kershaw County. It is further ordered that exclusive jurisdiction over this case be assigned to the **Honorable J. Maite Murphy** to hear and handle all pretrial motions and other matters pertaining to this case.

AND IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2022 Feb 24 1:59 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Charleston Common Pleas

Case Caption:	Medical University Of South Carolina , plaintiff, et al VS Hca Healthcare Inc , defendant, et al
Case Number:	2021CP1005289
Type:	Order/Case Assignment to Business Court Approved

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA,	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA Plaintiff,	)	SUMMONS
vs.	)	FILE NO. _____
HCA HEALTHCARE, INC.; TRIDENT MEDICAL CENTER, LLC; TERRY A. DAY; BETSY KAY DAVIS; JOSHUA D. HORNIG; ERIC J. LENTSCH; DAVID M. NESKEY; and ANAND K. SHARMA, Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED: **HCA HEALTHCARE**

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, or at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

COLUMBIA, South Carolina

s/Celeste T. Jones

Celeste T. Jones, SC Bar #3173
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Attorneys for Plaintiffs

Dated: November 19, 2021

SCCA 401 (5/02)

46693872 v1

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA,	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA Plaintiff,	)	SUMMONS
vs.	)	FILE NO. _____
HCA HEALTHCARE, INC.; TRIDENT MEDICAL CENTER, LLC; TERRY A. DAY; BETSY KAY DAVIS; JOSHUA D. HORNIG; ERIC J. LENTSCH; DAVID M. NESKEY; and ANAND K. SHARMA, Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED: **TRIDENT MEDICAL CENTER, LLC**

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, or at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

COLUMBIA, South Carolina

s/Celeste T. Jones

Celeste T. Jones, SC Bar #3173
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Dated: November 19, 2021

SCCA 401 (5/02)

46715141 v1

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA,	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA Plaintiff,	)	SUMMONS
vs.	)	FILE NO. _____
HCA HEALTHCARE, INC.; TRIDENT MEDICAL CENTER,, LLC; TERRY A. DAY; BETSY KAY DAVIS; JOSHUA D. HORNIG; ERIC J. LENTSCH; DAVID M. NESKEY; and ANAND K. SHARMA, Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED: **BETSY KAY DAVIS**

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, or at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

COLUMBIA, South Carolina

s/Celeste T. Jones

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Attorneys for Plaintiffs

Dated: November 19, 2021

SCCA 401 (5/02)

46693897 v1

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA,	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA Plaintiff,	)	SUMMONS
vs.	)	FILE NO. _____
HCA HEALTHCARE, INC.; TRIDENT MEDICAL CENTER, LLC; TERRY A. DAY; BETSY KAY DAVIS; JOSHUA D. HORNIG; ERIC J. LENTSCH; DAVID M. NESKEY; and ANAND K. SHARMA, Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED: **TERRY A. DAY**

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber, at 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, or at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

COLUMBIA, South Carolina

s/Celeste T. Jones

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Attorneys for Plaintiffs

Dated: November 19, 2021

SCCA 401 (5/02)

46693895 v1

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA,	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA Plaintiff,	)	SUMMONS
vs.	)	FILE NO. _____
HCA HEALTHCARE, INC.; TRIDENT MEDICAL CENTER, LLC; TERRY A. DAY; BETSY KAY DAVIS; JOSHUA D. HORNIG; ERIC J. LENTSCH; DAVID M. NESKEY, and ANAND K. SHARMA, Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED: **JOSHUA D. HORNIG**

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber, at 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, or at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

COLUMBIA, South Carolina

s/Celeste T. Jones
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Attorneys for Plaintiffs

Dated: November 19, 2021

SCCA 401 (5/02)

46693902 v1

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA,	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA Plaintiff,	)	SUMMONS
vs.	)	FILE NO. _____
HCA HEALTHCARE, INC.; TRIDENT MEDICAL CENTER, LLC; TERRY A. DAY; BETSY KAY DAVIS; JOSHUA D. HORNIG; ERIC J. LENTSCH; DAVID M. NESKEY; and ANAND K. SHARMA Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED: **ERIC J. LENTSCH**

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber, at 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, or at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

COLUMBIA, South Carolina

S/Celeste T. Jones

Celeste T. Jones, SC Bar #3173
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Attorneys for Plaintiffs

Dated: November 19, 2021

SCCA 401 (5/02)

46695001 v1

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA,	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF	)	
	)	SUMMONS
Plaintiff,	)	
vs.	)	FILE NO.
Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED: **DAVID M. NESKEY**

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, or at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

, South Carolina

s/Celeste T. Jones

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ctjones@burr.com
Attorneys for Plaintiffs

Dated:

SCCA 401 (5/02)

46695376 v1

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA,	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA Plaintiff,	)	SUMMONS
vs.	)	FILE NO. _____
HCA HEALTHCARE, INC.; TRIDENT MEDICAL CENTER, LLC; TERRY A. DAY; BETSY KAY DAVIS; JOSHUA D. HORNIG; ERIC J. LENTSCH; DAVID M. NESKEY; and ANAND K. SHARMA, Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED: **ANAND K. SHARMA**

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber, at 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, or at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

COLUMBIA, South Carolina

s/Celeste T. Jones

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Attorneys for Plaintiffs

Dated: November 19, 2021

SCCA 401 (5/02)

46714011 v1

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
Plaintiffs,	)	Civil Action No. _____
v.	)	**COMPLAINT**
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	**(Jury Trial Demanded)**
Defendants.	)	

The Plaintiffs, complaining of the Defendants, would respectfully show unto this Honorable Court that the Plaintiffs are entitled to awards of actual damages, punitive damages, statutory damages, costs, attorney's fees, prejudgment interest, permanent injunctive relief, and temporary injunctive relief against the Defendants under the causes of action set forth herein.

JURISDICTION AND VENUE

1. Plaintiff Medical University of South Carolina ("MUSC") is a state agency as described in S.C. Code Ann. § 59-123-10, *et seq*. Its principal place of business is in Charleston, South Carolina.

2. Plaintiff University Medical Associates of the Medical University of South Carolina ("UMA") is a South Carolina non-profit corporation organized exclusively for charitable purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986. Its principal place of business is in the Charleston, South Carolina area.

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

3. Defendant HCA Healthcare, Inc. ("HCA") is a for-profit operator of healthcare facilities headquartered in Nashville, Tennessee. It owns and operates four (4) hospitals in South Carolina: Trident Medical Center ("Trident") located in North Charleston; Summerville Medical Center ("SMC") located in Summerville; Colleton Medical Center ("CMC") located in Walterboro; and Grand Strand Regional Medical Center ("Grand Strand") located in Myrtle Beach.

4. Trident Medical Center, LLC ("Trident"), is a Delaware LLC that is authorized to do business in South Carolina. Trident owns and operates a for-profit hospital that is wholly owned by wholly owned subsidiaries of HCA. Unless otherwise indicated herein, references herein to "HCA" include Trident Medical Center, LLC.

5. The remaining defendants are medical doctors, individual citizens of South Carolina, and residents of Charleston County, South Carolina ("the Physicians"). At all relevant times alleged herein, the Physicians were employees of MUSC and members of UMA.

6. This Court has jurisdiction over the parties and venue is proper in this Court because all parties are reside in, are located in, and do business in South Carolina, the defendants' misconduct occurred in or was directed at South Carolina, the harm to the plaintiffs was suffered in South Carolina, and the Physicians are residents of Charleston County.

THE PARTIES

A. MUSC and UMA

7. MUSC is a medical research university, and its mission includes the education and training of healthcare professionals (including physicians, nurses, and technicians), medical research, and providing comprehensive health care to the citizens of South Carolina.

8. UMA's purpose includes promoting and supporting the educational, medical, scientific and research mission of MUSC, delivering inpatient and outpatient professional services

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in furtherance of and for the benefit of MUSC, promoting superior patient care at all sites within MUSC, promoting the retention of superior faculty at MUSC, and promoting and aiding investigation and research by the faculty, staff and students of MUSC.

9. MUSC maintains a faculty staff of physicians in multiple specialties and discreet subspecialties who are engaged in research, clinical practice, and teaching at MUSC's College of Medicine.

10. MUSC employs faculty physicians to provide clinical care through UMA, its faculty practice plan through which MUSC provides the professional component of all patient care and billing functions.

11. All physicians employed by MUSC are paid, in part, through UMA and become voting Members of UMA upon employment as full-time faculty members.

12. MUSC's physicians provide hospital-based care in facilities owned and operated by the Medical University Hospital Authority ("MUHA"), including the Hollings Cancer Center and MUSC's Head and Neck Tumor Center (the "Tumor Center").

13. MUSC's Department of Otolaryngology includes a Division of Head and Neck Oncology ("HNO Division") that uses a multidisciplinary approach to provide optimal care for head and neck cancer patients with healthcare professionals from Head and Neck Surgery, Radiation Oncology, Medical Oncology, Maxillofacial Prosthodontics, Speech/Swallowing Therapy, Dental Oncology, Nutrition, Social Work, and related fields.

B. The Physicians

14. At all relevant times herein, the Physicians were faculty members and medical care providers in the Department of Otolaryngology and its HNO Division.

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15. Defendant Terry A. Day, also known as Terrence Anthony Day, M.D. ("Day"), began his career at MUSC in September 1999. At all relevant times, he was an MUSC employee and member of UMA serving as a surgeon, tenured professor, and Director of the HNO Division.

16. At all relevant times, Day was a Wendy & Keith Wellin Endowed Chair for Head & Neck Surgery at MUSC. His academic focus included tumors of the head and neck, transoral robotic surgery, skin cancer, thyroid cancer, and parotid tumors. He was also the vice chair and director of the Division of Head and Neck Oncologic Surgery in the Department of Otolaryngology – Head and Neck Surgery at MUSC, and director of the head and neck tumor center at the NCI-designated Hollings Cancer Center at MUSC. He also held a joint appointment in the Department of Craniofacial Biology, Department of Stomatology and College of Graduate Studies.

17. Defendant Betsy Kay Davis ("Davis"), D.M.D., began her career at MUSC in 1995. At all relevant times, she was an MUSC employee and member of UMA serving as a surgical dentist, a tenured professor, and the Director of the Division of Maxillofacial Prosthodontics in the HNO Division.

18. Day was an Endowed Chair in Maxillofacial Prosthodontics and Dental Oncology, as well as a Wendy and Keith Wellin Endowed Chair in Maxillofacial Prosthodontics and Dental Oncology at MUSC. Her academic focus was maxillofacial prosthetics and dental oncology, implant prosthodontics and esthetic dentistry. She was a professor of otolaryngology – head and neck surgery, and associate professor of oral & maxillofacial surgery. Her clinical expertise bridged the Colleges of Medicine and Dental Medicine into collaborative efforts in patient care, teaching and research, resulting in the integration of dentistry with multiple medical specialties including otolaryngology – head and neck surgery, plastic and reconstructive surgery,

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dermatology / dermatologic surgery, neurosurgery, radiation oncology, rehabilitative medicine, and psychiatry.

19. Defendant Joshua D. Hornig, M.D., began his career as an Assistant Professor at MUSC in July 2005. At all relevant times he was an MUSC employee and member of UMA serving as a surgeon and an Assistant Professor in the HNO Division.

20. Hornig also was the Chief of Head and Neck Oncology at the Ralph H. Johnson Department of Veterans Affairs Medical Center (the "VA Hospital"), which is the only veteran's facility in South Carolina that offers otolaryngology services. He also was an Associate Professor, College of Medicine, Department of Otolaryngology – Head and Neck Surgery. He specialized in head and neck oncology, facial plastic & reconstructive surgery, and head and neck tumors. He had an active role in instructing residents and mentoring the microvascular fellow in the latest reconstructive techniques.

21. Defendant David M. Neskey, M.D. ("Neskey") began his career at MUSC in July 2014. At all relevant times, he was an MUSC employee and member of UMA serving as a surgeon and an Assistant Professor in the HNO Division.

22. Neskey's clinical specialties included head and neck oncology, and head and neck tumors. He was the Fellowship Director for Fellowships in Head and Neck Oncology and Reconstructive Surgery in the Department of Otolaryngology – Head and Neck Surgery.

23. Defendant Erik J. Lentsch, also known as Eric Joseph Lentsch, M.D. ("Lentsch") began his career at MUSC in December 2006. At all relevant times, he was an MUSC employee and member of UMA serving as a surgeon and an Assistant Professor in the HNO Division.

24. Lentsch was a Professor, College of Medicine, Department of Otolaryngology – Head and Neck Surgery. His academic focus was head and neck oncology, thyroid and parathyroid

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surgery; melanoma/skin cancer and general otolaryngology. His clinical specialties include head and neck oncology, melanoma, skin cancer, and head and neck tumors.

25. Defendant Anand K. Sharma, ("Sharma") began his medical career at MUSC in June 2001. At all relevant times, he was an MUSC employee and member of UMA serving as a radiation oncologist and a Professor in MUSC's College of Medicine, Department of Radiation Oncology.

26. Sharma was a Wendy & Keith Wellin Distinguished Professor and an Endowed Chair in Radiation Oncology. He was an academic appointment in the Department of Otolaryngology, Head and Neck Surgery at MUSC. His primary academic and clinical focus was the treatment of head and neck cancer.

C. HCA and Trident

27. HCA is a for-profit corporation that owns and operates hospitals throughout the country.

28. Trident is a for-profit hospital located in North Charleston. It is a wholly owned subsidiary of HCA through other wholly owned subsidiaries of HCA.

THE HNO DIVISION MEDICAL PRACTICE

29. The defendant Physicians are part of the highly sophisticated and well-trained medical team that provides complete and total treatment for cancers located in the head and neck through the HNO Division.

30. MUSC has invested valuable time and resources in the education, training, and support of the Physicians and their respective medical careers.

31. MUSC has invested valuable time and resources in the development of an accredited and renowned head and neck oncology division that provides head and neck oncological

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surgical services including but not limited to the equipment, personnel, procedures, and know-how to provide such services.

32. The Physicians have been privy to proprietary and confidential information, including trade secrets, that belongs to MUSC and gives MUSC a competitive advantage in the marketplace.

33. All of the Physicians, working together with the resources and support provided by MUSC, comprise a very successful and valuable practice.

34. In July and August 2021, all of the Physicians gave notice that they were resigning their positions with MUSC and UMA effective December 1, 2021, with November 30, 2021, being their last day of work.

35. Upon information and belief, all of the Physicians have entered employment contracts with HCA or one of its wholly owned subsidiaries and will begin working at HCA's Trident hospital on or about December 1, 2021.

THE HNO FELLOWSHIP PROGRAM

36. Each year the HNO Division sponsors two positions for post-graduates to participate in a clinical Fellowship in Head and Neck Oncology and Microvascular Reconstructive Surgery ("HNO Fellowship").

37. The HNO Fellowship is one of only 50 fellowship programs in the United States accredited by the Advanced Training Council for Approval of Advanced Training in Head and Neck Oncologic Surgery, which is the largest organization in North America for the advancement of research and education in head and neck oncology.

38. MUSC's HNO Fellowship Program has maintained continuous accreditation since 2010.

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39. The HNO Fellowship gives fellows the opportunity to participate in 70 to 160 cases of microvascular free tissue transfer for head and neck reconstruction. Fellows also have the opportunity to perform surgical procedures with surgeons from other specialties, including Facial Plastics, Dermatologic Surgery, Oral and Maxillofacial Surgery, Ophthalmology, Thoracic Surgery, and Vascular Surgery. At all relevant times, Defendant Neskey was the Director of the HNO Fellowship Program, and the other Defendant Physicians were members of the HNO Fellowship Faculty.

40. The HNO Fellowship Program is accredited by the Advanced Training Council for Approval of Advanced Training in Head and Neck Oncologic Surgery ("ATC"). The ATC supervises the specialized training of physicians preparing to assume leadership roles in the management of head and neck disease with a focus on neoplasms. The fundamental components of an accredited fellowship program include the following:

a. Direct participation in the evaluation, management, and care of at least 200 patients with head and neck "Neoplastic" lesions, including consultations that focus on either the oncologic or reconstructive care.

b. Participation in the longitudinal care of such patients (evaluation, interdisciplinary management, follow-up).

c. Direct participation in a minimum of 100 major surgical procedures within head and neck surgical oncology (including free flap reconstruction).

d. Intensive exposure in interdisciplinary management of head and neck oncologic patients **throughout the entire year** (including tumor board interdisciplinary planning conferences).

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41. The ATC further requires ongoing institutional support of faculty, facilities, and resources to an accredited fellowship program, including state-of-the-art facilities to foster the interdisciplinary environment and patient care that are hallmarks of the program and which MUSC has provided for decades. On information and belief, Defendant HCA's facility at Trident Medical Center lacks such institutional resources.

42. The departures of Day and the other Physicians have substantially endangered the ability of the Fellows to complete the HNO Fellowships.

43. On information and belief, Defendant Day and the other Physicians recruited fellows for the HNO Fellowship for the 2021-22 academic year under false pretenses, including a failure to disclose their intent to leave MUSC and not complete their obligations and commitments to supervise and train those fellows, thereby fraudulently inducing those Fellows to commit and entrust their fellowship training to MUSC, and move to Charleston with the understanding and expectation and in reliance upon representations by Day and the other Physicians that they would receive the benefit of the individual defendants' supervision and training during the 2021-22 academic year.

44. Upon information and belief, the "matches" to other fellowships throughout the country for next academic year already have been filled, effectively barring the Fellows from attempting to resume their fellowship in other locations for over 18 months.

45. Immediately after submitting his notice of resignation to MUSC, Defendant Neskey, while still holding the title of HNO Fellowship Program Director, took affirmative steps to intentionally harm the HNO Fellowship Program, including the following:

a. Defendant Neskey, without notifying anyone else at MUSC, directly contacted the AHNS ATC to advise them of the planned departures of Defendant Physicians. In response, on

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September 4, 2021, the AHNS Co-Chairs, Doctors Don Weed and Amy Hessel, sent an email to Defendant Neskey advising that "[g]iven the significance of these changes the ATC will need to determine whether or not the [HNO] Fellowship will have sufficient educational resources to maintain its certification" and further requesting specific information to be considered by the ATC.

b. Defendant Neskey did not notify anyone at MUSC of this correspondence. Instead, he prepared a written statement to the ATC responding to the specific questions posed in the September 4, 2021 email. Defendant Neskey sent this written statement, in Microsoft Word format, to Doctors Weed and Hessel on September 12, 2021. The Word document reflected "track change" revisions and comments that appear to have been made by one of Defendant Physicians' attorneys. Notably Defendant Neskey apparently intended to include the following, which his attorney proposed to delete, likely because of how clearly damaging the statement was to the HNO Fellowship Program certification:

> "Regarding the possibility of the fellows continuing with their MUSC fellowship, [defendant] Day and I have several concerns. First and most obvious is the volume of cases to support two fellows will obviously not be present therefore their training would be significantly impacted. Secondly, without any extirpative surgeons on faculty and only one AHNS surgeon, the current fellows may function as junior head and neck faculty for new and existing head and neck cancer patients. This second scenario is our greatest concern since it negatively impacts not only their training but more importantly but also the care of head and neck cancer patients in South Carolina."

c. On or before September 8, 2021, Defendant Neskey requested Defendant Day's administrative assistant to forward him a copy of the ATC Accreditation Package for the HNO Fellowship that was completed in October 2019, a 46-page document containing all of the detailed

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information needed for MUSC to obtain its ATC Accreditation of the HNO Fellowship. Subsequently, on or before September 13, 2021, Defendant Neskey requested the AHNS Associate Executive Director to forward a blank AHNS Fellowship Program application, reflecting Defendant Neskey's intent to use the MUSC 2019 detailed packet to support an application for a new accredited fellowship program to be established at Defendant HCA's facilities.

46. Upon information and belief, the defendants have solicited the current and future Fellows of the HNO Fellowship Program to leave the Program, all to the injury of MUSC, UMA, the HNO Divison, and the HNO Fellowship Program.

47. The conduct of all Defendants has resulted in substantial damage and disruption to MUSC and the residents and fellows of the HNO Division, and was designed to put MUSC out of the business of treating head and neck cancer patients (as well as the training of residents/fellows and research related thereto), and has caused MUSC and UMA to suffer substantial damages, including lost revenues.

MISAPPROPRIATION OF MUSC's TRADE SECRETS AND ITS PROPRIETARY AND CONFIDENTIAL INFORMATION

48. While building its HNO Division over the last two decades to perfect the various sophisticated and complicated surgical procedures now performed by HNO Division, MUSC identified and purchased the equipment necessary to perform these procedures, identified the team members necessary to perform these procedures, and developed physician preference cards and instrument lists to perform these complicated head and neck procedures.

49. MUSC's physician preference cards are catalogues of the specific tools, supplies, room setup, types and brands of instruments, pharmaceuticals, and processes to follow for each specialized type of procedure.

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50. MUSC's physician preference cards are confidential and proprietary information belonging to MUSC, not to any individual physician or employee.

51. MUSC's instrument lists identify the specific instruments needed to perform specific procedures by the surgeon.

52. MUSC's instrument lists are confidential and proprietary information belonging to MUSC, not to any individual physician or employee.

53. MUSC's physician preference cards and instrument lists enable the HNO team members to perform the complicated head and neck procedures historically performed by the HNO Division., which often last 10-15 hours and require multiple surgical teams using specialized equipment.

54. MUSC's physician preference cards and instrument lists are not disclosed to the public and are not available in the public domain.

55. MUSC maintains policies and procedures to protect its confidential and proprietary information from disclosure to unauthorized recipients. In addition, MUSC limits access to its confidential and proprietary information with a two-factor authentication system, granting access only to those persons who have a legitimate need to access the information.

56. While still employed by MUSC, without any authority or justification for doing so and in violation of their duties to MUSC, defendants Day, Hornig, Lentsch, and Neskey directed a registered nurse employed by MUSC to send MUSC physician preference cards to HCA, which she did by email correspondence to HCA.

57. While still employed by MUSC, without any authority or justification for doing so and in violation of his duties to MUSC, defendant Hornig obtained MUSC's instrument list and emailed this information to HCA.

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58. Upon information and belief, HCA's Trident Medical Center never had the physician preference cards and instrument lists necessary to enable physicians to quickly develop a facility, processes, and procedures to efficiently perform the type of head and neck procedures that have been historically performed by the HNO Division at MUSC.

59. Without the misappropriated physician preference cards and instrument lists, the defendant Physicians would not be able to quickly establish the facilities, processes, and procedures to perform these complicated head and neck procedures at HCA's Trident Medical Center.

60. Upon information and belief, HCA does not have adequate facilities at Trident to perform the types of complex surgeries historically performed by the HNO Division.

61. Upon information and belief, and even assuming HCA has adequate facilities at Trident, it would take HCA and Trident approximately 8 to 10 years to develop independently the misappropriated confidential and proprietary information in the physician preference cards and instrument lists, assuming HCA and Trident was ready, willing, and able to devote the same level of resources that MUSC furnished to the Physicians and the HNO Division over the years.

62. Upon information and belief, absent the wholesale departure by the Physicians to HCA Trident, and absent Physicians' unlawful solicitation of numerous other employees of the HNO Division, including but not limited to nurses and technicians, HCA and Trident would not have the capability to perform the types of complex surgeries historically performed by the HNO Division.

63. MUSC's patient lists are also confidential and proprietary information belonging to MUSC, not to any individual physician or employee. This information is not available to the general public and is not in the public domain.

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64. The day after defendant Davis announced her intent to resign from MUSC, but while still employed by MUSC, she attempted to obtain MUSC's patient lists.

65. The amount of revenue generated by MUSC and the physician's relative value unit or "RVU" are confidential and proprietary information belonging to MUSC, not to any individual physician or employee. This information is not available to the general public and is not in the public domain.

66. Approximately six (6) months prior to announcing his resignation from MUSC, defendant Day obtained his RVU and salary for the past ten (10) years. In addition, he obtained this information for defendant Physicians Sharma, Lentsch, and Hornig, as well as the MUHA hospital.

67. Upon information and belief, defendant Day or other defendant Physicians have provided or intend to provide this confidential financial information to HCA for its use in developing a head and neck cancer treatment program at HCA's Trident Medical Center.

68. MUSC's case logs are also confidential and proprietary information belonging to MUSC, not to any individual physician or employee. This information is not available to the general public and is not in the public domain.

69. While still employed by MUSC, defendant Day obtained his case logs for fiscal years 2019, 2020, and 2021.

70. Upon information and belief, defendant Day has provided or intends to provide these case logs to HCA for its use in developing a head and neck cancer treatment program at HCA's Trident Medical Center.

71. MUSC also maintains confidential and proprietary information regarding its residency program and its HNO Fellowship Program, which is one of only fifty accredited

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fellowship programs for head and neck oncology surgery and treatment. This confidential and proprietary information includes but is not limited to the salaries of the residents and the contracts of the fellows in the Fellowship Program. This information is not available to the general public and is not in the public domain.

72. Defendant Day obtained information about MUSC's residents' salaries and, upon information and belief, Day has used or intends to use this information to compete with MUSC and its HNO Division, and/or Day has provided or intends to provide this information to HCA for its use in competing with MUSC and its HNO Division.

73. Defendant Neskey obtained the signed contracts for the incoming fellows in the HNO Fellowship Program and, upon information and belief, Neskey has used or intends to use this information to compete with MUSC and its HNO Division, and/or Neskey has provided or intends to provide this information to HCA for its use in competing with MUSC and its HNO Divison.

74. In summary, the defendant Physicians have obtained MUSC's confidential and proprietary information with the intent to use this information and/or provide this information to HCA for the development of a head and neck cancer treatment department at HCA's Trident Medical Center, all in violation of the duties owed by the Physicians to MUSC.

THE DEFENDANTS' OVERALL PLAN and SCHEME

75. As alleged in other portions of this complaint, the defendants individually violated various duties and law resulting in harm and damages to the plaintiffs. As alleged in this section of the complaint, the defendants' overall plan and scheme was to effect a wholesale departure of physicians, nurses, technicians, staff, and fellows in the HNO Division and thereby

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establish a head and neck cancer practice at HCA's Trident Medical Center while also attempting to cripple the HNO Division's ability to compete with HCA's new head and neck cancer practice.

76. As part of this overall plan and scheme, the Physicians misappropriated MUSC's aforementioned confidential and proprietary information for use in establishing a head and neck cancer practice at HCA's Trident Medical Center.

77. On information and belief, Defendant Day began planning the exodus of the HNO group, and the misappropriation of MUSC's confidential information, as early as February of 2021.

78. On March 3, 2021, Defendant Day sent an email to Defendant Davis "connecting" Davis with legal counsel to "facilitate discussions around non-compete and legal concerns with future plans." Defendant Sharma was copied on this correspondence.

79. On June 2, 2021, Defendant Day confirmed meetings with Trident and HCA. The purpose of this meeting was "first half will be finalizing contracts and the 2nd will be departure from current employer and timeline."

80. On information and belief, the Physicians, in concert with Trident and HCA, planned a mass exodus as a group from the HNO Division.

81. This plan to leave the HNO Division was formed and executed during the six (6) month time period—at least—prior to each Physician giving notice of resignation. Notably, the Physicians' employment records reflect that during that 6-month period, they collectively took over 1,000 hours of leave. Since July 1, 2021 alone, the Physicians have taken over 700 hours of leave. In addition, during the period in July and August 2021 alone, the Physicians generated collected revenue at 75% of the budgeted amount for those physicians based on their productivity and collections during the prior year.

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82. Defendant Sharma submitted his notice of resignation dated July 13, 2021, with his last day to be November 30, 2021.

83. Defendant Day submitted his notice of resignation dated August 19, 2021, with his last day to be November 30, 2021.

84. Defendant Davis submitted her notice of resignation dated August 30, 2021, with her last day to be November 30, 2021.

85. Defendant Hornig submitted his notice of resignation dated September 10, 2021, with his last day to be November 30, 2021.

86. Defendant Neskey submitted his notice of resignation dated August 27, 2021, with his last day to be November 30, 2021.

87. Defendant Lentsch submitted his notice of resignation dated August 27, 2021, with his last day to be November 30, 2021.

88. On information and belief, the Physicians acted in concert, with each other and with HCA and Trident, to engage in unlawful conduct and lawful conduct using unlawful means to effectuate their overall plan and scheme to the injury of MUSC and UMA, as well as directly harming the HNO Division and the HNO Fellowship Program.

89. At the time of the filing of this complaint, numerous non-defendant employees providing healthcare services in the HNO Division have resigned.

90. Upon information and belief, the defendant Physicians acting individually and in concert with one another solicited the departure of these non-defendant employees in violation of the defendants' legal and contractual duties to not do so, all in pursuit of their overall plan and scheme.

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91. The *en masse* departure of employees, including the Physicians, and the attempted pirating of MUSC's HNO Division was accomplished by Defendant Day working in concert with the other Physicians, Trident, and HCA.

92. Prior to the planned departure of Day and the rest of the HNO Division, Trident and HCA had limited capabilities in the treatment of head and neck cancers in South Carolina. Subsequent to the departure of Day and the Physicians, as well as the ongoing resignations and departures of numerous other employees in the HNO Division, HCA and Trident will have wrongfully converted substantial capabilities in this medical specialty to its own use and to the harm of MUSC and UMA.

93. But for the misappropriation of MUSC's investment, procedures, experience, know-how, and confidential proprietary information, Trident and HCA would have limited if any ability to provide head and neck oncological surgical services.

94. Trident and HCA, in concert with Day and the other Physicians, raided the HNO Division, intending to effectively convert that practice into its own.

95. Defendants at all times acted with malice and in reckless disregard of the rights of MUSC and UMA.

FOR A FIRST CAUSE OF ACTION

(BREACH OF DUTY OF LOYALTY)

96. The allegations of paragraphs 1 through 95 are incorporated herein by reference.

97. As employees of MUSC and Members of UMA, the Physicians owed duties of loyalty to MUSC and UMA.

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98. Based on the conduct alleged above, acting individually and in concert while employed by MUSC and a member of UMA, Physicans breached their duties of loyalty to MUSC and UMA, including but not limited to the following wrongful and unlawful conduct: (a) misappropriation of the plaintiffs' confidential information, proprietary information, and trade secrets; (b) soliciting other healthcare professionals to leave MUSC and UMA; and (c) interfering with the operation and accreditation of the HNO Fellowship Program.

99. As a proximate result thereof, MUSC and UMA have suffered and will continue to suffer substantial damages, entitling MUSC and UMA to awards of actual and punitive damages.

FOR A SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS
(INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONSHIPS)

100. The allegations of paragraphs 1 through 99 are incorporated herein by reference.

101. The individual defendants had valid contractual relationships with MUSC and membership obligations with UMA.

102. Trident and HCA knowingly, intentionally, maliciously and through improper means interfered with actual contractual relationships, causing injury to MUSC and UMA.

103. MUSC has valid contractual research agreements with third parties.

104. Physicians, while still employees of MUSC and members of UMA, acting individually and in concert with all other defendants, knowingly, intentionally, maliciously and through improper means interfered with the contractual relationships with these third parties, causing injury to MUSC.

105. MUSC had valid contracts with other healthcare professionals in the HNO Division.

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106. Physicians, while still employees of MUSC and members of UMA, acting individually and in concert with all other defendants, knowingly, intentionally, maliciously and through improper means interfered with the contractual relationships with these other healthcare providers, causing injury to MUSC and UMA.

107. MUSC has contracts with current and future fellows in the HNO Fellowship Program.

108. Defendants, acting individually and in concert with one another, have attempted interfered with the fellowship contracts and attempted to lure the fellows away from the HNO Fellowship Program and to Trident and HCA.

109. As a proximate result of the conduct described above, MUSC and UMA have suffered, and will continue to suffer, substantial damages, entitling them to an award of actual and punitive damages.

FOR A THIRD CAUSE OF ACTION
(CIVIL CONSPIRACY AGAINST ALL DEFENDANTS)

110. The allegations of paragraphs 1 through 109 are incorporated herein by reference.

111. Prior to the Physicians providing their respective notices of resignation, and thereafter while the Physicians were still employees of MUSC and members of UMA, the Defendants conspired, combined and agreed to hijack MUSC's HNO Division and move it to Trident and HCA.

112. The purpose of the conspiracy was to injure MUSC and UMA by attempting to cripple or cause it to cease operations of MUSC's HNO Division. To that end, the defendants

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conspired and agreed to have individual defendants engage in a variety of unlawful and improper acts, as described in the preceding and subsequent paragraphs of this Complaint.

113. As a proximate result of the conduct described above, MUSC and UMA have suffered and will continue to suffer, substantial damages, thereby entitling them to an award of actual and punitive damages.

FOR A FOURTH CAUSE OF ACTION
(BREACH OF CONTRACT)

114. The allegations of paragraphs 1 through 113 are incorporated herein by reference.

115. Physicians were each subject to the contractual terms of employment, including provisions set forth in the MUSC Faculty Handbook and MUSC's Code of Conduct, which provisions are incorporated by reference into each Physician's contract with MUSC.

116. Physicians each breached the express terms of their respective contracts, as well as the implied covenant of good faith and fair dealing that exists in all contracts under South Carolina law, including Physician's contracts with MUSC and UMA, when they engaged in the above-described acts as early as March of 2021, including but not limited to the misappropriation of confidential and proprietary information and trade secrets, the solicitation of other employees to leave with them, and interference with the HNO Fellowship Program.

117. As a proximate result of this breach by each individual defendant, MUSC and UMA have suffered and will continue to suffer damages, entitling them to an award of actual damages together with prejudgment interest at the statutory rate.

FOR A FIFTH CAUSE OF ACTION
(BREACH OF CONTRACT ACCOMPANIED BY A SEPARATE FRAUDULENT ACT)

118. The allegations of paragraphs 1 through 117 are incorporated herein by reference.

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119. In connection with their various breaches of contract, Defendant Day and the other Physicians fraudulently induced the fellows to commit a critical year of their professional training to the HNO Division Fellowship Program for 2021-22, with the fellows believing Day and the other Physicians would be supervising and training them when in fact Day and the other Physicians knew they intended to leave MUSC and would not fulfill their commitments and obligations to supervise and train those fellows.

120. As a proximate result of these fraudulent acts accompanying the individual defendants' breaches of contract, MUSC is entitled to an award of punitive damages in addition to the award of actual damages under the Fourth Cause of Action.

FOR A SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
(SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT)
(S.C. Code Ann. § 39-5-10 *et seq.*)

121. The allegations of paragraphs 1 through 120 are incorporated herein by reference.

122. Based on the conduct described, all defendants willfully and maliciously engaged in unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce in violation of the South Carolina Unfair Trade Practices Act ("SCUTPA"), S.C. Code § § 39-5-10 *et seq.*

123. The conduct of all defendants impacts the public interest and is immoral, unethical and oppressive. Among other things, the defendants' conduct had the specific intent of completely eradicating MUSC and UMA as a competitor so as to adversely impact the public interest by eliminating a competitor from the pertinent market, thereby leaving the public with fewer choices in the area of head and neck cancer treatment.

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124. Plaintiffs have suffered ascertainable loss of money and the value of their substantial investments in the HNO Division a result of the defendants' employment of unfair and deceptive acts declared unlawful by S.C. Code Ann. §39-5-20.

125. The defendants' conduct was willful and knowing because the defendants knew or should have known that their conduct was in violation of SCUTPA.

126. As a proximate of the defendants' conduct, MUSC and UMA have suffered and will continue to suffer injury and an ascertainable loss, entitling them to an award of actual and consequential damages, and treble damages on the grounds that Defendants' conduct was willful, together with an award of costs and attorneys fees, as well as prejudgment interest at the statutory rate.

FOR A SEVENTH CAUSE OF ACTION
(SOUTH CAROLINA TRADE SECRETS ACT)
(S.C. Code Ann. § 39-8-10 *et seq.*)

127. The allegations of paragraph 1 through 126 are incorporated herein by reference.

128. The information, procedures, techniques, physician preference cards, instrument lists, and know-how related to the HNO's surgical practice is proprietary to MUSC and UMA.

129. This information, procedures, techniques, physician preference cards, instrument lists, and know-how derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its use.

130. MUSC and UMA make reasonable efforts to maintain the secrecy of this information, procedures, techniques, physician preference cards, instrument lists, and know-how, including but not limited to confidentiality agreements.

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131. This information, procedures, techniques physician preference cards, instrument lists, and know-how has been misappropriated from MUSC and UMA by the defendants, acting individually and in concert with one another.

132. Based on the conduct described above, Defendants have engaged in the willful misappropriation of MUSC's and UMA's confidential and proprietary information in violation of the South Carolina Trade Secrets Act ("SCTSA"), S.C. Code § § 39-8-10, *et seq.*

133. As a proximate result of the conduct described above, MUSC and UMA have suffered and will continue to suffer damages, entitling them to an award of actual damages. The defendants' conduct was willful, entitling MUSC and UMA to an award of exemplary damages in an amount equal to twice the amount of actual damages plus attorney's fees.

FOR AN EIGHTH CAUSE OF ACTION AGAINST NESKEY, HORNING and LENTSCH
(BREACH OF COVENANT NOT TO COMPETE)

134. The allegations of paragraph 1 through 133 are incorporated herein by reference.

135. Physicians Neskey, Hornig, and Lentsch signed covenants not to compete.

136. Neskey's covenant includes the following terms: (a) he shall not practice medicine in his "specialty," *i.e.*, the areas of medicine that he practiced during the last 18 months of his membership in UMA, within a 20 mile radius of the UMA/MUSC facility or location where he provided the majority of his services during the 18 months preceding the end of his UMA membership; (b) he shall not solicit and UMA/MUSC physician or non-physician to terminate their employment or membership with UMA for any employment or personal services arrangement other than with UMA; (c) he shall not use or disclose UMA's confidential information for any purpose other than performing his duties on behalf of UMA, said confidential information

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includes but is not limited to contract terms and financial information related to UMA; and (d) this covenant lasts for 18 months after the end of his membership in the UMA.

137. In lieu of complying with the foregoing restrictions, Neskey had a buy-out option of paying UMA a lump sum amount equal to amount of his Professional Services Compensation funded by UMA during the 12 months preceding the termination of his membership in UMA. Otherwise, UMA is entitled to an award of *inter alia* actual damages and attorney's fees incurred in enforcing the agreement, with the actual damage award to include but not be limited to the amount of his Professional Services Compensation funded by UMA during the 12 months preceding the termination of his membership in UMA and the amounts incurred or expended by UMA to recruit a replacement member to UMA and MUSC.

138. Upon information and belief, Neskey will commence practicing his specialty on or about December 1, 2021, at HCA's Trident Medical Center, which is within the 20 mile radius prescribed by the covenant.

139. As of the filing of this complaint, Neskey has not exercised his buy-out option and, therefore, UMA is entitled to an award of actual damages together with prejudgment interest at the statutory rate plus attorney's fees against Neskey.

140. Hornig and Lentsch signed covenants not to compete that included the following terms: (a) in consideration of his employment with MUSC and his membership in UMA; (b) he shall not "practice medicine" for two years after his departure within a 25 mile radius of the facility where he spent 50% or more of his professional time with UMA and MUSC; and (c) in lieu of compliance with the covenant, he has the option of paying his department liquidated damages within 30 days after separating from UMA and MUSC, said damages to be in an amount equal to

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1.5 times the amount of his "total compensation" earned during the last twelve months of his employment with MUSC and his practice through UMA.

141. Upon information and belief, Hornig and Lentsch will commence practicing medicine on or about December 1, 2021, at HCA's Trident Medical Center, which is within the 25 mile radius prescribed by the covenant.

142. As of the filing of this complaint, neither Hornig nor Lentsch has exercised his option to pay the damage amount prescribed by the covenant and, upon information and belief, neither Hornig nor Lentsch intend to pay said amount within the 30-day period prescribed by the covenant, which period shall end on Thursday, December 30, 2021.

143. Absent compliance with the buy-out provisions of the covenant on or before December 30, 2021, Hornig and Lentsch are each liable for the liquidated damages amount prescribed in the covenant together with prejudgment interest at the statutory rate.

FOR A NINTH CAUSE OF ACTION AGAINST LENTSCH
(BREACH OF CONTRACT ACCOMPANIED BY A FRAUDULENT ACT)

144. The allegations of paragraph 1 through 143 are incorporated herein by reference.

145. On July 1, 2021, before Lentsch gave notice of his intent to leave MUSC and the HNO Division, Lentsch negotiated with Department Chair, Paul Lambert, M.D., for an advance payment of $16,000.00 of his FY22 salary with the proviso that, if Lentsch left MUSC in FY22, then Lentsch would return the advance payment. This advance payment is commonly known as a "guardrail" payment at MUSC. The terms of the advance payment, including Lentsch's obligation to return the payment, was memorialized in a written July 1, 2021 memorandum.

146. On September 2, 2021, before MUSC administrative staff was aware of his notice that he was leaving MUSC, Lentsch physically went to the offices of UMA and picked up the

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check for $16,000.00. As required by the July 21, 2021, memo and per Dr. Lambert's prior instructions, UMA administrative staff required Lentsch to sign the July 1, 2021 memo, which included the requirement that he repay the $16,000.00 if he departed MUSC in FY22. Lentsch knowingly signed the memo, and he took the check and deposited it.

147. Lentsch has not returned the $16,000.00, despite his announced intent to leave MUSC on November 30, 2021 (which is part of MUSC's FY22) and, upon information and belief, Lentsch does not intend to return the $16,000.00 when he leaves MUSC.

148. The July 21 memo signed by Lentsch constituted a contract between him and MUSC and UMA for the payment of the $16,000.00. Lentsch has breached this contract by failing to return the $16,000.00 as required by the contract and, therefore, MUSC and UMA are entitled an award of $16,000.00 in actual damages plus prejudgment interest at the statutory rate.

149. When Lentsch obtained the check on September 2, 2021, from the UMA administrative staff, he knew but did not disclose to the staff that he was leaving MUSC on November 30, 2021. His failure to disclose this fact, which would have resulted in the staff not giving him the check, Lentsch committed a separate fraudulent act that entitles MUSC and UMA to an award of punitive damages for Lentsch's breach of contract.

FOR A TENTH CAUSE OF ACTION AGAINST LENTSCH
(FRAUDULENT INDUCEMENT)

150. The allegations of paragraphs 1-149 are incorporated herein by reference.

151. Upon information and belief, Lentsch knew at the time that he negotiated the advance payment with Dr. Lambert that he would be leaving MUSC in FY22 and therefore was not entitled to any advance payment.

152. Lentsch had a duty to disclose this information but did not do so.

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153. Dr. Lambert did not know and had no reason to know at the time of the July 1, 2021, memo and agreement that Lentsch was intending to leave MUSC in FY22, and he justifiably relied on Lentsch's silence and failure to disclose in reaching this agreement.

154. Lentsch knew or should have known that Dr. Lambert did not know of Lentsch's true intentions, and that Dr. Lambert was relying on Lentsch's silence (with a duty to disclose) in reaching the agreement.

155. Lentsch fraudulently induced MUSC and UMA to enter into the July 1, 2021, memo agreement.

156. Lentsch fraudulently obtained the $16,000.00 payment by requesting the payment, by signing the July 1, 2021 memo agreement, and by taking the payment when he knew that he was leaving MUSC in FY22 and was therefore not entitled to the receive the payment.

157. Based on the foregoing, MUSC and UMA are entitled to an award of $16,000.00 in actual damages, together with prejudgment interest at the statutory rate, plus an award of punitive damages.

FOR AN ELEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
(TEMPORARY AND PERMANENT INJUNCTION)

158. The allegations of paragraph 1 through 157 are incorporated herein by reference.

159. The defendants, acting individually and in concert, have engaged and, upon information and belief, continue to engage in the following wrongful and unlawful conduct to the injury of MUSC and UMA without justification or cause: (a) continuing to possess and use the plaintiffs' confidential and proprietary information and trade secrets; (b) soliciting employees of HNO Division to leave and join the new head and neck team at HCA; and (c) interfering with the

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HNO Fellowship Program, including interference with the relationship and contracts between the fellows and the HNO Fellowship.

160. This ongoing wrongful and unlawful conduct has caused and continues to cause the plaintiffs irreparable harm and, therefore, the plaintiffs are entitled to an injunction, both temporary and permanent as follows: (a) enjoin the defendants to stop this wrongful and unlawful conduct; (b) enjoin the defendants to not make use of and return all confidential and proprietary information, including trade secrets, to the plaintiffs, including any all copies, pictures, photographs, mock-ups and any other memorialization of the information by any and all means; (c) enjoin the defendants from billing or collecting money for services performed using any of the plaintiffs' confidential and proprietary information and trade secrets, including but not limited to the physician preference cards and instrument lists; (d) enjoin the defendants from any interference with the HNO Fellowship Program and from any recruiting or solicitation of any MUSC Fellows; and (e) enjoin the defendants from any further recruiting or solicitation or other contact with current employees, associates, agents, and fellows regarding any potential employment with HCA.

REQUEST FOR RELIEF

WHEREFORE, MUSC and UMA hereby request an award of the following relief against the Defendants:

a. compensatory damages against Defendants, jointly and severally, in an amount to be proven at trial and awarded by the jury, together with prejudgment interest at the statutory rate;

b. punitive damages against each Defendant individually in an amount to be determined by the jury;

c. treble damages and attorney's fees pursuant to SCUTPA;

d. exemplary damages and attorney's fees pursuant to SCTSA;

e. an award against Physicians equal to all compensation, including salary and commissions, paid to them during the period they were disloyal and were breaching their duties owed to MUSC and UMA;

f. imposition of a constructive trust on and the disgorgement of all monies and benefits earned by Defendant HCA as a result of the unlawful conduct herein described;

g. entry of temporary and permanent injunctive relief as requested above and as requested by motion for temporary injunction filed with this Complaint; and

h. such other and further relief as may be deemed appropriate under the circumstances, and as may be hereafter requested.

TRIAL BY JURY IS DEMANDED.

s/*Celeste T. Jones*

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ATTORNEYS FOR PLAINTIFFS MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA

November 19, 2021
Columbia, SC

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STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	2021-CP-10-05289
Medical University of South Carolina, et al.,	)
Plaintiff,	)
vs.	) TRANSCRIPT OF DIGITALLY-RECORDED HEARING
HCA Healthcare, Inc, et al.,	)
Defendant.	)

December 9, 2021
Charleston, South Carolina
(Via Webex)

B E F O R E:

The Honorable Jennifer B. McCoy, Judge Presiding

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P R O C E E D I N G S

* * * * *

THE COURT: Motion was filed about a week and a half ago or two weeks ago based on the filing date, and I'm happy to hear from the attorneys for both sides, obviously with the moving party going first. Just please state your name for the record and who you are representing. I'm happy to hear from you. I do have in front of me on my computer all of the exhibits and memoranda that have been filed by both parties, including the one filed earlier today.

MR. WERNER: Okay. Thank you, Judge.

MS. JONES: Thank you, Your Honor. May it please the Court? My name is Celeste Jones, and I am counsel for the plaintiffs in this action, the Medical University of South Carolina and University Medical Associates.

This action is for several different claims that are set forth in the complaint related to the Hospital defendants. The South Carolina Trade Secrets Act, the tortious interference related to the physician's duty of loyalty and fiduciary duties, conspiracy, and intentional interference with those contractual relations and the South Carolina Unfair Trade Practices Act.

As you probably know, Your Honor, MUSC and HCA or Trident are Healthcare Systems. MUSC and Trident are located both here in the Charleston area, and they are competitors. The now dismissed position defendants made up the majority of what we have referred to and defined in the pleadings as the head and neck division at MUSC. The Head and Neck Oncology program was built at MUSC over more than two decades of time and millions of dollars of investment by the State through MUSC, and by the UMA. The value of the -- of the program and that division to the citizens of South Carolina is literally to save and preserve life. There is no dispute that the defendants, the Hospital defendants, engaged with the physicians while they were still employed at MUSC, and they formulated this plan, and systematically orchestrated an in-mass resignation of the Head and Neck Oncology Group and have and are continuing to take and usurp the Head and Neck Oncology data processes information, and their goal is to take that entire business line to HCA and Trident, and to destroy the program at MUSC.

This began and has been ongoing for more than ten months before they left, while they were still

employed, and I will go into those details during this presentation. All of the defendants, all -- both of the hospital defendants actively planned and participated in the scheme. I had in this cases in the past run across one of the constitutional cornerstones for this country, and it was written by John Adams. And he said, "The moment that the idea is admitted into society, that property is not as sacred as the laws of God, and that there is not a force of law and public justice to protect it, anarchy and tyranny commenced. If thou shalt not covet and thou shalt not steal were not commandments of Heaven, they must be made inviolable precepts in every society before it can be civilized and made free."

MUSC historically, Your Honor, was founded in 19 -- in 1884. It is the oldest medical school in the South, and the tenth oldest in the United States of America. As Demonstrative Number 1, I have a copy for the Court to take judicial notice of, the 1913 Act Number 126 where the Medical College of the South was formed where the South Carolina -- the Medical College of the State of South Carolina was formed to establish the medical school here. It existed under the guidance of those original

documents, and today is governed under Section 59-123-10 under Title 59 in the Education Act. It is the -- and that's when it was -- the name was changed to the Medical University of South Carolina. Chapter 123 of Title 59 contains all of the information related to the makeup of MUSC, the appointment of its Board of Trustees, and its operations by the General Assembly and the Governor, and it sets forth the powers and the responsibilities. One of those responsibilities under Title 59 of the Education Act is that we are -- we are regulated by the Commission on Higher Education in South Carolina. And to that end, have established and adopted our mission statement. And the mission statement for the Medical University of South Carolina as approved by the Trustees is that the Medical University of South Carolina is South Carolina's only comprehensive academic health sciences system. Our purpose is to preserve and optimize human life in South Carolina and beyond. MUSC provides an inter-professional environment for learning, discovery, and healing through education, research, and a provision of comprehensive healthcare.

The University Medical Associates is a not-for-

profit 501(c)(3) member organization made up of faculty of the Medical University of South Carolina. In 1991, the General Assembly recognized MUSC in Section 44-7-3130 as a public body in this state. And I give that information to the Court, Your Honor, as background because one of the factors that this Court must address in making the determination in this case is the public interest that is at stake in this litigation.

The hospital defendants, HCA and Trident, I would refer the Court to the plaintiff's master Exhibit Number 5, the CON application that was recently filed by Trident to add operating room expansion and space for these Head and Neck Oncology surgeons to be able to try to do these surgeries there. At page 15, it sets forth in the attestation the corporate relationship between Trident Medical Center and HCA Healthcare Inc. HCA Healthcare Inc., the Court could take judicial notice of it, but Counsel for HCA has provided the Court with an affidavit explaining that HCA is a for-profit entity that exists to operate their healthcare systems to the benefit of their shareholders and stockholders through the payment of enhanced stock value and dividends. The individual physicians that have been

dismissed from the action at this point in time but that were involved involved three physicians who served in endowed chair positions in the Head and Neck Oncology Division for more than 20 years. It also involved the Head and Neck Oncology Fellowship program director at MUSC. Those are important, Your Honor, because they were high-ranking officials at MUSC in this division. The law, in general, that governs employees of one company and another company was actually developed and also, at this point in time for pretty much every company that has any number of employees in this country, established many of the precepts that the law establishes in their handbooks. And master Exhibit 5, which is the MUSC Faculty Handbook, page one of that handbook sets forth the fact that the handbook itself functions as part of the University faculty appointment contract between each faculty member and the University. At page 47 of the Faculty Handbook, it sets forth that the policies contained in the handbook apply to the faculty, the staff, including all full, part-time, temporary, and contract employees of the Medical University. And I bring that up, Your Honor, because of one of the affidavits that the defendants had filed in this

case by Dr. Horwich who was a former fellow, and when you're a fellow at the Medical University, you're under contract and you are paid a salary and you are an employee.

The other provision in this handbook that I think is important for the Court to take note of during this hearing is at page 80. It's section 1. -- 7.12 and 4.1. It is the definition of intellectual property, and in the handbook, it specifically provides that the intellectual property of MUSC and UMA is know-how/show-how unique materials and tangible results of a research. It includes all of those things that are highlighted in the PowerPoint there for the Court. The motion that is to be decided today by the Court is the Medical University and UMA's motion for temporary injunction. We speak in this -- in our motion, if you would put the motion page up, this is the excerpt from the motion. (Do you see it? Thank you.) Six different aspects of this motion. The first three is to prohibit the hospital defendants -- the first one is to prohibit the hospital defendants from further utilizing the plaintiffs' confidential and proprietary information, including the instrument list, the patient list, the physician

preference cards, and the financial data. The second part also relates to the proprietary information and asks that the Court require the hospital defendants to return all of that information taken. And thirdly, to prohibit them from billing, collecting, or otherwise making financial use and profits all for the use of MUSC's confidential and proprietary information. That's the first three provisions.

Paragraphs four and five in the motion relate to MUSC's Head and Neck Oncology Fellowship program. This Fellowship program as I walk the Court through in a moment is one of 50 accredited programs in the United States of America to train the next generation of Head and Neck Oncology surgeons and healthcare providers. There's only 50. And the one at MUSC has existed for a decade, and we are asking that they be enjoined from further interfering with the fellowship program in any way or with the fellows that are currently matched and employed at MUSC, and to prohibit them from contacting the Fellowship Accreditation Program.

I'll demonstrate for you in a few minutes the contact that has occurred and the damage that has already occurred as a result of that contact.

And finally, Your Honor, in paragraph six of the motion we are asking the Court to enjoin the Hospital defendants from further recruiting and soliciting or otherwise contacting the members of the MUSC and UMA employees in the Head and Neck Division regarding employment at HCA to prohibit them from interfering with our workforce. And I'll also -- we've got the documents that we have been able to locate so far in that regard, Your Honor, but I can tell you that there have been more than a dozen members of the Head and Neck Division, staff people who have now resigned and -- and left MUSC.

So the first thing I want to walk you through from a factual standpoint is the property. And the information that we have based this on related to MUSC's property. And I would call your attention first to Exhibit 9, the financial information. We know that at least as far back as February of this year, this plot began, and in May, there was obtained from MUSC unwittingly the people -- the staff people, Judge McCoy, who work over at the University and work for these -- worked for these very important positions and leaders in the Head and Neck Oncology Division would, of course, from time to time ask them to provide the doctors with

information. In May of this year, they were asked and unwittingly provided information related to the finances of not only the individual physicians that are at issue here, but also the head and neck WRVUs (Go back to the first page if you would, please, go one page back, this one.) -- the spreadsheet that had the head and neck RVUs, and that's relative value units. In healthcare, tracking occurs based on WRVUs. Payment and salary information is also calculated based on WRVUs. The relative unit value is basically what is assigned or negotiated as the value of a particular surgical procedure or study or visit with a patient between the physician and the patient. And everybody -- everybody tracks them, the NGMA, which is a National Medical Group Management Association, establishes on an annual basis the WRVUs for every CPT code that is billed by healthcare providers in this country. It is the information that goes to Medicare, to Medicaid, to all of the third-party payers and insurance companies, and it is -- it is kind of a -- a peculiar area of nomenclature, but WRVUs is how you track the money. And he acquired this information at this point in time when -- when they knew, when the defendants knew, that this plot was

afoot. So this is the financial information. Exhibit 9 in the plaintiff's master exhibits is likewise, (If you would go to Exhibit 9, please. Not that -- we're finished with this one, the patient list. Oh, no, I'm sorry, 8, sorry about that. I, you know, it's Exhibit 8.) -- and this is another group of patient lists that relate to these Head and Neck Oncology patients over at MUSC. Dr. Tucker, who is referenced here, had left the MUSC and moved out west somewhere, not long before all of this, and so Dr. Tucker's patient list was provided and there was a request also for another patient list, that list was not provided. And I will tell the Court that. But that's Exhibit 8. And this is information, Judge McCoy, that we've been able to locate on the MUSC, you know, email accounts once we were aware of the scope and the magnitude of what was going on here in regards to this business. (If you could go now to Exhibit 7, the instrument list.)

We also know based on emails that we located that the instrument list, and as you can see this email, it is to a Mr. Logue@HCAHealthcare.com. This is where the instrument set list for these different procedures from the -- that are listed here, those attachments are the proprietary information. That

is information we have for the Court at your, you know, request to review in camera. I will tell you this, the names of the things that are on those instrument lists, I don't understand them. I think you have to have a medical degree to understand them. But it is important, you know, for the Court to understand that there are particular lists for each procedure that is performed, because when they roll a patient into the operating room, and the surgeon and the OR nurse and the surgical technician and everybody's standing there about to perform this very important cancer removal or flat case, everybody knows what's going to happen. They know what's supposed to happen from A to Z, and they have those instruments organized and set up and ready to go. Because that's the way you can fill the mission of MUSC, that's the way you take care of the patients, that's the way it's properly done. And the assimilation of these sets of lists over time at MUSC spans more than two decades, and it is confidential and it is information that has inherent value to it. And that's really important as a matter of -- of the legal analysis that's applicable in this case.

The next exhibit is Exhibit 6. Exhibit 6, Your

Honor, is the -- there are four different sets in Exhibit 6, and this is the cover letter of, again, one of the staff people, one of the nurses at MUSC at the request of a physician sending to Ms. Whitehead at HCA Healthcare the physician cards. As set forth in the affidavits of -- and we provided the Court with three affidavits that really walk you through this from Dr. Pat Cawley, Dr. Cawley is the chief officer of the Medical University Hospital Authority. He's an officer and a faculty member of MUSC, and he's also an officer of the UMA. Dr. Cawley and Dean DuBois -- Dean DuBois is the dean at MUSC of the College of Medicine. These two physicians have explained in detail in their affidavits the utility of the information that are contained in these cards. Again, I have this information to hand to the Court for an in-camera review. It is confidential information. If you want me to, I can hand it up to you now. If you ask me questions about what some of this stuff means, I doubt seriously I'll be able to answer it, but I do have it.

THE COURT: What are those exhibit numbers; if you don't mind?

MS. JONES: This is Exhibit -- the two that are

in-camera is Exhibit 6 and 7.

THE COURT: I have those. I've already been sent those by, I think, protected email.

MS. JONES: Okay. All right. Good. Thank you, Your Honor.

MR. WERNER: Well, may I -- Your Honor, are we not entitled to see those if we're going to be talking about them and arguing them? I mean we may have a duty to maintain the secrecy of them as well for purposes of the hearing, but we're entitled to see what's been given to Your Honor.

MS. JONES: They were sent to HCAHealthcare.com.

THE COURT: When these were sent to me, who -- I mean they came through my law clerk is how they ended up on my computer, but tell me who sent the link.

MS. JONES: The link was sent by my office through instructions from the Clerk's office about how to send a secure link for an in-camera review.

THE COURT: Okay. Was the other side copied on that correspondence?

MR. WERNER: No.

MS. JONES: No. If he says no, he's right. He wouldn't tell you something that isn't right.

THE COURT: Okay. Well, you know, if you have a

copy, obviously, you know, he's entitled to, sure, review it as well.

MS. JONES: But as you can see from the email, they already have it.

THE COURT: Right. I'm happy for him to look to follow along.

MS. JONES: So -- and it has to be -- you know, it has to be pursuant to, you know, whatever -- to the Court telling him they can't share it with anyone else, that's it's attorneys' eyes only.

THE COURT: Sure.

MS. JONES: Okay. Thank you.

So those are the preference cards. That relates to the property that we are currently aware of. The next group of exhibits relates to the interference with the fellowship -- Head and Neck Oncology Fellowship training program. And it really begins with Exhibit 11. August 26th, 2021, is the date of this exhibit. And in Exhibit 11, it is set forth a couple of questions, one regarding the fellows, "We are planning on having them transition with us." In their words, not mine, they're planning on having the fellows transition with them to HCA. Exhibit 12, the next exhibit -- I'm sorry, Exhibit 15. Exhibit 15, Your Honor, is the request on June the

3rd to get copies of the actual signed contracts and agreement that MUSC has with the fellows, and this was the physician who was the -- who was the chair of the Head and Neck -- of the Fellowship Program. I want to be sure I've got his title right. He was the Fellowship Program Director. And when this was going on, MUSC and the UMA think these people are working for them and the Fellowship Program Director. He gets copies of the actual agreements on June the 3rd, and then on August the 26th, master Exhibit 11, well, that's the one we just went through where they say the plaintiff had taken with them, then master Exhibit 12 is correspondence that came and we located, not at the time, it was not turned over to other officials at MUSC at the time, but it did reach us eventually because we went back into their emails and found all of this, and prior to September the 4th, there was communication to Dr. Donald Weed. Dr. Weed is the head of the accreditation group that accredits the Head and Neck Oncology training programs in the United States. And Dr. Weed is writing and says, "I appreciate your notifying Amy, and he's referring to Amy Hessel (phonetic) there who's also one of the members of the accrediting society, about the potential major

changes to the Head and Neck Division at MUSC and the potential impacts of these changes on the Fellowship. Again, MUSC, the Dean didn't know about this, the President didn't know about it, the Board of Trustees didn't know about it, they just knew about it.

And then in Exhibit 13, by the time Exhibit 13, which is September the 21st, by the time this letter was written, and this letter, Your Honor, comes from the American Head and Neck Society. This is the accrediting organization that provides the graduate medical education accreditation for Head and Neck Oncology training. And this is written -- at this point in time, we did have information that Dr. Neskey was leaving. And so Dr. Lambert, who was the chair of Otolaryngology at MUSC also got copied on this letter. And what this letter says, coming from Dr. Weed, is that "At the departure of the four head and neck faculty on December 1st, MUSC has stated its intention to continue its AHNS accredited Head and Neck Fellowship." And then he says here, "The MUSC Head and Neck Fellowship will no longer meet advanced training counsel minimal requirements for AHNS accreditation as approved at the last site visit in 2019. Furthermore, despite the intention

of the departing Head and Neck faculty, to apply for an AHNS accredited Head and Neck Fellowship based at Sarah Cannon Cancer Center, (Go back to where we just were. I didn't finish it.) -- a new fellowship cannot be accredited at any institution without having the training and elements in place for an appropriate ATC evaluation and consideration." Judge McCoy, that's explained in Dean DuBois' affidavit to this Court. It takes years to become accredited to teach people to do these procedures. And what this shows, not in my words, their words, is that the intention was to take the fellows with them when they left and torpedo the program at MUSC and apply for the program to be established at the HCA facility. That's just as plain and simple as it gets, Your Honor. We also have, in a couple of other exhibits, requests where information was provided regarding the ENT residents that -- so they would have all their names and photographs and information about who all the individuals are. We think that the circumstantial evidence is clear, that it was because of this plan to interfere with the program at MUSC and try to establish a program over at HCA and Trident.

The last group of exhibits I want to call to the Court's attention are those that relate to the solicitation of our employees by HCA and Trident during the time period that the -- that the individual physicians were still employed at MUSC. And those are set for at master Exhibits 30 through 34. Exhibit 30 is the first resignation of a nurse practitioner who was -- who worked, as she says in her resignation letter, with the -- with the Head and Neck Surgery team. She says, "It was not an easy decision to make and I would like to sincerely thank the entire Head and Neck Surgery team for the opportunity to learn and grow here over the past three years."

Exhibit 31 is a direct solicitation and contact from HCACareers.com to Kimberly Kinnel (phonetic) at MUSC inviting her to interview with them for an RN or OR lead nurse position. Again, a member of MUSC's Head and Neck division. Exhibit 32 is an actual recruitment agreement that was executed (Go to the next page, please.) This is an actual recruitment agreement. "Trident Health is pleased to confirm your agreement to participate as a resource in the Hospital's position recruitment process." This was in September of 2021 while the

individual's still employed by MUSC. Exhibit 33 -- and this particular individual, Dr. Holton, was one of the former fellows at MUSC. This is Exhibit 33. This, again, is a direct solicitation to Dr. Meyer, Ted Meyer, excuse me, Your Honor, for an ENT position at HCA. Again, this is coming from HCA Healthcare. And then Exhibit 34, the last one that relates to the interference with the workforce is related to -- actually this is a an email from the OR clinical coordinator for the ENT surgery department that worked with the Head and Neck Oncology Group, and she is sending the offer that has been made to her by HCA Healthcare to MUSC to see if MUSC will pay her this increased amount that they're offering to lure her away or match it.

I'd like to discuss with the Court for a moment the law and the standard. And I would first ask Your Honor to refer to the decision by Justice Hearn in Peek vs. Spartanburg Regional Healthcare System in 2005. This case addresses the standard in South Carolina related to injunctive relief. And in this case, the plaintiff in the case, Dr. Peek actually had been on staff at Spartanburg Hospital as an anesthesiologist for a period of time. The Spartanburg Hospital System had decided to go to

what we call a closed unit and just have one contract with an anesthesia group, and that anesthesia group be responsible for all of the services. And they were terminating Dr. Peek's privileges. And what -- what Justice Turner wrote in this opinion is that Dr. Peek was entitled to an injunction. And she was entitled to an injunction because she was able to show that the loss of a line of business that she had worked on and developed at this hospital over a period of time, being suddenly taken away from her when she had a claim that it may violate the hospital bylaws to do so, entitled her to injunctive relief. And what I'd like to point out to you is a couple of paragraphs in this opinion that I think are instructive here. The first one is on page 4 of the opinion, and it goes into the issue of irreparable harm. And I do this, Your Honor, because that's one of the issues that the defendants' have raised in their memorandum. And what -- what the opinion here instructs us is that the Trial Court should balance the equities. The Court should look at the particular facts of each case and the equities of each side and determine which side, if any, is more entitled to equitable relief. It also tells us in about two lines down

that the -- the function of a temporary injunction is to preserve the status quo. And it also tells us that whether a wrong is irreparable in the sense that equity may intervene and whether there is an adequate remedy at law are questions that are not decided by narrow and artificial rules. And the Court as one of the matters should look at the equities of what is involved here and the public interest, and in regards to irreparable harm, the Court stated on -- let's see where it is, at the bottom of page 4 that the complete loss of a professional practice can be an irreparable harm. That language is picked up on and utilized extensively in a second case that I'm going to discuss in a minute by Justice -- not Justice, by Judge Henry Herlong in a case that he decided a couple of years ago. But in Peek, the Court went on to say that the plaintiff need not prove, this is on page 6 of the opinion, "When seeking a preliminary injunction, the plaintiff need not prove an absolute legal right. The plaintiff need only present a fair question to raise as to the existence of such a right. And then once (the next one) a prima facie case showing has been made entitling the plaintiff to injunctive relief, a temporary injunction will be

granted without regard to the ultimate termination of the case on the merits. And I say that to Your Honor because that is the argument that the defendants make in this case. And finally, at the end of this, the Court said here monetary damages are not the only option. An injunctive relief is a better remedy because it would allow Peek to retain both her patient base and her expertise while also retaining her income. The Medical University wants to retain both their patient base, their referral base, and their expertise, and their income in seeking this temporary injunction.

I think, Your Honor, this case -- this case really sets forth the -- I think the four corners of the law in regards to a temporary injunction in a situation like before the Court. But when you get to the substance of the claims here, I think the two cases that are most destructive is the original case, Lowndes Products that was decided in 1972 by the Supreme Court. In in Lowndes, there was a gentleman who had worked for Lowndes Products. He had a position of some authority where he had exposure to materials, and he gave a very short notice, left, went to work for a competitor, and took actions in the weeks before he left to try to

move an entire line of business from his then current employer to his new employer. And a couple of the things that the Court talks about in this case is the duty that that employee had to notify his employer instead of luring other coworkers away, that -- that one of the factors was that Lowndes Products had showed that, you know, before this, the Lowndes Products had a continuing profitable business enterprise that they were running, and that -- that -- that the new company acted with the employee to do financial harm and -- to the profitable business relationship and try to destroy it by the instigation of the plot for this guy and his coworkers to move over to the competitor. And the Court there said they appropriated to their own use a carefully developed business relationship inconsistent with and detrimental to the appellant, who was the employer. And the Court said at page 8 of the Westlaw opinion, but it's page 761, the Southeastern Reporter, that -- that the employer, the plaintiff in the case, was entitled to collect all damages proximately resulting from the wrongful conduct, including BLS Corporation. That's the company that the employee had gone to work for here. And on remand, the only issue for determination by

the lower court will be what amount of damages should be awarded the appellant against those employees and the ones that left with him, and BLS Corporation. And in the very end of the decision, and I think this is important, Your Honor, the BLS Corporation has profited from the wrongful conduct of the parties that brought it into being and should be held liable along with the individuals, jointly and severally for losses which the appellant has sustained. The law in South Carolina is joint in several liability. One of the arguments that I believe they're going to put forth to you is that this isn't the Hospital's problem, it's the doctor's problem. But that's not the law.

And finally, the last case I want to talk to you about is Industrial Packaging Supplies vs. Martin. This is the decision by Judge Henry Herlong. It is -- it involves an employee Mr. Martin and the company he went to work for, Unisource Worldwide, a direct competitor as set forth in this opinion of the plaintiff IPS. And in this case, Judge Herlong goes through the facts and says in his final week of employment, Martin scheduled appointments with numerous IPS customers in a coordinated attempt to convert the customer base IPS had assigned to Martin

and to take it to Unisource. Judge Herlong went on to write -- and this is his opinion granting the temporary injunction in that case, the product, technology cost, processes, designed processes, material supplies, and distributors and customers were information that had been given to the new employer. And that the -- in this case the plaintiff had requested (if you would go to the first tab) a restraining order, a preliminary injunction enjoining the defendants from using, disclosing and transmitting any of that confidential information as identified. And what the Court order was that the defendant, the employee, and Unisource Worldwide be enjoined directly or indirectly, alone or in concert with others, from selling any product based in whole or in part on any confidential, proprietary, or trade secret information that belonged to IPS. In reviewing the public interest aspect of the case in this order, Judge Herlong noted that it's also in the public interest to preserve the status quo and to protect the sanctity of the agreements between the employers and the employees. And this injunction, under the Court's order, remained in effect until further proceedings. I think the case ultimately settled and was resolved

between the parties, but I think that is helpful and instructive to the Court in going through the analysis of granting a TRO in this case.

The evidence that we put forth in our three affidavits and in the documents that we've located so far, and the exhibits that we've located so far, is both testimony of the affidavits and the documents. And I think its important, Judge McCoy, because the documents that establish the wrongdoing that we know about so far and the harm here, those documents don't change their story. They don't change their mind. They don't put a spin on it. They are what they are. They're contemporaneous and they don't change their story. And in their words, not mine again, if you go to Exhibit 16, February the 11th, 2021, they are contacted, our Sarah Cannon team, Sarah Cannon/HCA leadership visit, our Sarah Cannon team, and Sarah Cannon is set forth in their information is their cancer group or what they call their cancer group, is pleased to hear that your ongoing dialogue, this is February of this year, this is -- I don't know how many months ago it was, but anyway, months and months ago, about ten months before they left, is pleased to hear your ongoing dialogues with the South Atlantic team have been

productive. I want to invite you to join us in Nashville for introduction to key Sarah Cannon/HCA leaders. So HCA, its South Atlantic team, Sarah Cannon, and Trident, were all working on this knowingly. If you look at Exhibit 18, by June the 2nd, this is a communication in which the physicians are discussing that HCA has confirmed the meeting in their South Atlantic Division Headquarters. That office, Your Honor, sits on Daniel Island in the City of Charleston. The meeting, the first half will be finalizing contracts, and the second will be -- and I think this is important, departure from the current employer and the timeline. Their words, not mine. Exhibit 20, this is an email sending the then negotiated and finalized contract, and it says, "Here's the contract." This is a complex extraction from our current employer. It's an extraction. A group of us is leaving. We will not sign these contracts. This is in July. Even though they're finished, for anywhere from four to fourteen days based on how the extraction process goes. They couldn't be clearer in what their intentions were, and what they're agreement and plotted path is with the Hospital defendants. The resignations that they submitted were in late August -- were in August --

and most of them in late August, and that's really where MUSC and the UMA were getting wind of what was going on. But again, they didn't know. These people didn't come forward and say, "Guess what we're taking with us? Guess what we've done? Guess what we're going to do." All of this information, these emails, MUSC and UMA had to go in those systems and locate this information. It wasn't handed over. There was a duty to disclose it, but it was never disclosed. It was found out over a course of the investigation. And the resignations were made with 90 days' notice, the shortest notice possible under the agreements. It was done willfully, purposefully, and with the intent to extract as much property and employees and interfered with the fellowship program and do as much financial harm to MUSC as possible to inflict the maximum harm.

I'm just about finished. I know you're tired of listening to this.

The injunction here, Your Honor, is to maintain the status quo with MUSC's property, to have it returned to us and them not make any use of it outside of MUSC, for them to stop all their interference with our fellowship program and to stop

their interference with our workforce. In the end, the evidence is, I think, conclusive that about what was taken, what we know about that was taken that belongs to MUSC in our state and I -- you know, I just have to say it would be unconscionable for a wrongdoing this egregious to go unanswered or unstopped, and it's like Justice Hearn wrote in the Peek decision, the balance of equities shows that my clients are more entitled to equitable relief and the record that is before you, I think, wholly supports the conclusion that MUSC built this practice, this Head and Neck practice and division over more than 20 years, and investments of millions of dollars, and they did it to fulfill their mission, to serve the citizens of South Carolina, to educate the next generation of Allied Healthcare providers and the complete loss of this professional practice and this business line is irreparable harm under the decisions that we've cited to the Court. The patients, the citizens of South Carolina, the next generation of doctors and nurses and therapists in training would all be protected and served with this injunction.

And I will end with this. One thing that we do know for sure is that there is no 20-year investment

of anything at Trident. They didn't have a Head and Neck Program in Charleston. And if they're allowed to go forward by usurping all of this and taking it over there, it is going to have a substantial impact on the Medical University and its business. Trident's own CON, which is Exhibit 4 -- Exhibit 4 is a certificate of need that Trident filed in late August to expand their operating rooms for the purpose of, and if you go to Exhibit 4 to page 6, it's for the new oncology surgeons and others coming over. They're adding three additional ORs. Page 7, they need to expand the surgery department to assure it's got the capacity to meet the needs of these newly recruited physicians, and they have to have the much -- rooms, the ORs will be much larger in size and more than 600 square feet each. These larger ORs are better suited for the increasingly complex surgical cases being performed. When you read the affidavits from Dr. Cawley and the Dean, you will see that these surgeries are done in teams. They take 15 or more hours to complete. They are highly complicated and require a lot of cooks in the kitchen who know what they are doing and can work seamlessly together with tried-and-true procedures. And I will tell you that if you look at NCON

applications, which is attested to and certified by Trident, the exhibit to the CON, its attachment B16 is the financial information. And this one page in the financial information at B16 is the projections, one thing companies like HCA don't do is they don't jump in until they've done a detailed financial analysis on the money. And this shows that their projected incremental totals by the addition of these three ORs is $16.2 million. We don't need -- not our words, their words. The -- and that's really all I have in this presentation, Your Honor.

THE COURT: Okay.

MS. JONES: As it happens, we're meeting here today before the Court asking for this, and the Board of Trustees of MUSC are right down the peninsula today in their scheduled quarterly board meeting. And I know all of them are hoping and praying that they'll get news from the Court that the Court has intervened and that the University's property will be returned and be protected, and that the status quo will be maintained because they are -- they are over the decades that I've had the privilege of representing them, they are truly devoted to the mission.

Thank you, Your Honor.

THE COURT: I'm happy to hear from you, sir. And if I could get a projected time. My Court's been going without a stop since 9:30 this morning. According including all this personnel and I don't -- just if you have an idea?

MR. WERNER: Do you want to take a break now, Judge? I mean --

THE COURT: Well, it depends about how long you think you're going to go. Certainly not more than --

MR. WERNER: I'll try to be as brief as possible, but I mean --

THE COURT: Twenty-five minutes; something -- about right?

MR. WERNER: I'll try to limit it to 30 minutes or less. I can do that.

THE COURT: Okay. Then go ahead.

MR. WERNER: Let me begin short of where Counsel ended, and then I'll come back to the in-between. Plaintiffs come here and ask to cloak themselves in what they say is their mission, which was described as assuring the provision of quality care to patients and training and educating physicians to provide quality care. And yet, one of the injunctive remedies they seek from Your Honor is to

stop Trident and these physicians, who of course they've now settled for them, we'll talk about that -- settled with them, and we'll talk about that separately, but from billing or collecting money for services performed utilizing any of plaintiffs' confidential and proprietary information, including instrument list, patient list, position preference cards, and financial data. Now it doesn't take much, Judge, to understand what they're asking you contrary to the cloak of their mission. They're asking you to stop these physicians and Trident from providing the care to these Head and Neck cancer patients at that hospital. They're asking you to stop allowing those patients to get that care, and they're asking you to stop the physicians that they claim is their mission to train and to send out into the world to provide better medical service from taking what they learned and providing those medical services. So let's not -- let's not be fooled in any way about what's really going on compared to what they claim their mission is.

Now let's come back about why we're here. We're here because they've asked you to intervene in this case and to grant what our Supreme Court has said over and over again, it is a drastic remedy and

extraordinary relief only to be given when it is truly necessary. That's what -- that's what the fundamental standard for injunctive relief is. Now what's the more detailed standard? Well, the more detailed standard is that you've got to make sure that they, in fact, have a basis for a claim for injunctive relief, then you've got to judge whether or not they will be irreparably harmed if they're not given the relief, whether or not they have a likelihood of success on the merits, and whether they have other adequate remedies at law.

Now you were shown and told a lot of things, and it's -- I apologize, but on the short notice of this stuff, and I understand both of us are under the same thing that we just filed our memoranda very recently, but -- so this may be a little more disjointed then I usually like it to be, but I'm going to try to give you some information. First, let me deal with this question of the documents that were handed to Your Honor in camera. At the bottom of these documents, Judge, on each of them that I could see from flipping through, it now says -- now says "Highly confidential, subject to Rule 408, Settlement discussions only." Now you know from reading that that that's not the stamp that was on

these in the ordinary course of business, obviously. We have printed off, and I'll be glad to give it to Your Honor in camera or however you would like it, from the emails that they marked as exhibits where they say that persons and -- "Persons sending them from MUSC email addresses, MUSC computers, MUSC employees so identified, sending physician preference cards and instrument lists to Trident." We've printed off everything that came with those emails. And I'm happy to let Your Honor look at them, I'm happy to let Counsel look at it if she hasn't looked at it from her own documents. I'll let her look at my copy. And I'll be happy to let Your Honor look. You will see there's an index in the front. Now you can look through the equipment list and look through the preference cards, I invite Your Honor to find -- stop me when you find one, any place on any of those documents where it even identifies them as coming from or being associated with MUSC, number one; anywhere on any of those documents where it says that it's a trade secret; anywhere on any of those documents where it says it's confidential; anywhere on any of those documents that it says it's proprietary; anywhere on any of those documents that it says "Do not

disclose." Obviously you're welcome to look at all of them, and you're not going to find it anywhere. So they want you to believe that documents that they sent out from their computers to Trident are confidential, or privileged, or proprietary, or trade secrets when none of them are so identified, labeled, marked, designated, whatever you want to call it. The other thing that's significant, you were asked to look at some emails where you were told, look, see, they sent these things out, and every one of them was sent from an MUSC email address, from an MUSC server, and I invite you to look at the dates on those. I think some of them were -- the exhibit numbers were -- I'm sorry, I can't see very well in the light, I think they were in the range of exhibits in the -- I think it's in the 20 grouping, Judge. As they were put on the board, I was looking to confirm. When were they sent out? They were sent out in July and August and the first week of September. Now -- and I don't want to read our memorandum to you, but we've tried to put a fair amount of both law and fact in there for you, and one of the things that, of course, is significant is our Supreme Court has said that if you're going to try to claim confidentiality in

information or documents, if you're going to try to claim proprietary interest, and God forbid if you're going to try to claim they're a trade secret, you must exercise eternal vigilance in protecting those. We've given Your Honor the authority about what our Courts have said you've got to do, and you've got to do that, and you've got to allege that when you try to enforce those things to establish that you have any trade secret or any confidential material or any proprietary information that deserves any protection under the law. They did none of that. What did they say they did? The only thing they say they did in their affidavit, in their complaint, is they say buried in the boughs -- it's actually you have to go to a link, it's not actually in there, you have to go to a link in their faculty or facility handbook, you have to go to the Code of Conduct, click the link, and what does the Code of Conduct say? The only thing it says is, "Employees shall not disclose confidential information." Now if I told you, Judge, that we've been going in here for quite a while and you've heard confidential information, what good does that do you? Do you know what you've heard that was supposed to be confidential? You can't just claim after the fact that you have

confidential information. You've got to tell people, "This is confidential." You cannot disclose this. They did nothing to protect this information, and they deserve no protection for it under the law. That's critical in this case, in part because they specifically alleged that they are entitled to injunctive relief pursuant to or in accordance with the South Carolina Trade Secrets Act. So if they don't qualify under that act to protect that information, they don't get -- they don't deserve this injunction. You've been shown, and I'm responding to these mostly because they were sort of the last things that Your Honor might have been looking at, keeping score on, they describe in their exhibits some documents that they want you to believe implicate Trident in this matter. And I should go back and say, Your Honor, very clearly, as you know, we have filed a motion to dismiss the claims against HCA pursuant to 12(b)(2). And we are confident that, in fact, they have no -- there is no personal jurisdiction over HCA in this State in this case. And without them establishing that, their duty to establish it, there is no injunction hearing relative to HCA. There can be no injunction involving HCA. Now we're here and we're talking

about HCA and we're talking about Trident, but please understand, and I don't know the law says it, but we're certainly not waiving that in any way. But let's talk about what is going on with these things. They want you to believe based exclusively on them alleging it in inclusary *[sic]* fashion, that there was a conspiracy. Have they pled anything that tells you when that conspiracy occurred, how it occurred, who was involved, what was it a conspiracy to do? No, no allegations about those things. Most of the allegations in that complaint, in fact, 14 allegations against HCA or Trident are all made only upon information and belief. When you read the affidavits they've submitted, which, as Your Honor has probably seen if you've had a chance to look at them, are nothing more -- I don't know which one came first, whether the allegation in the complaint or the affidavit, but they say exactly the same thing. Most of the material allegations in the complaints are made upon information and belief. Now it's interesting, two of the allegations that are made in the affidavit, I think it's the affidavit of Mr. DuBois, I think that's correct -- no, it's -- I'm sorry, it's not Mr. DuBois. I apologize. It's in our brief and we cited the

statements. But he said two very significant things. He said these instrument lists and these physician cards were, in fact, developed by these physicians. In fact, he says these physicians, these six physicians put together over 100 physician preference cards dealing with specialized procedures. But we're to believe that they're confidential materials that these physicians don't already know themselves, can't already recreate themselves, shouldn't be allowed to use unless they do it at MUSC, so if you treat -- if you treat a sick patient at MUSC, it's okay, but if you want to take information that you've learned over a long, successful medical practice and treat somebody anywhere else, oh, no, no, no, MUSC says you can't do that. And that want Your Honor to enjoin patient care. They want Your Honor to impose restrictions on what they want to call solicitation, whatever that means, because they don't define it, to impose restrictions on talking to, interviewing, hiring employees. Your Honor, that conduct is illegal. The parties could not agree to do that, and Your Honor can't order it to be done. It's a restraint of trade. We cited to Your Honor, in fact, the Biden Administration is making a big push,

particularly in the healthcare industry, to, in fact, prohibit and limit such things, which are often called no-poach agreements. What -- what MUSC wants to do is at a time in the healthcare industry, when there are critical shortages of personnel at various levels and positions, they want to say, well, we can try to get them, but you can't. It's interesting, we can't solicit their employees. We can't contact their employees. Do they acknowledge the same restriction on themselves? Because again, if they came to Trident and they said, "Hey, come on, let's play nice with each other, let's agree we're not going to do this," they're both in big trouble, Your Honor. But they want you, under the guise of an injunction, to do what cannot be done legally. They want you to believe that -- well, first of all, they only allege that the physicians have a fiduciary duty or a duty of loyalty here. They admit we owe them no such duties. They then wanted to go through some emails, interestingly enough, just looking at certain portions of them pretty quickly, hoping, I guess, that Your Honor didn't notice it, HCA doesn't appear on any of those emails. Exhibit 20, I think they refer to, it's an email with First National Bank. There's no

communications with HCA about, oh, this complicated extraction of people from MUSC. There is not even a single allegation in this complaint or in any of the affidavits that Trident knew or had any reason to know when it received these cards or these instrument list that those things were confidential or proprietary or claimed to be a trade secret. And they had no -- they have not even alleged that we had any reason to believe that those things had been wrongfully misappropriated by others and that when they were transmitted to us by employees at MUSC out of the MUSC computer system, that that was not authorized. All of those things, as we cited to you in the case law, are absolutely essential elements for them to plead and prove that claim and to get injunctive relief. Now, if you read the complaint, if you read the affidavits and if you listened to Counsel's arguments this morning, you know that what they've really alleged here is that these physicians did things they don't like. And yet -- and they've acknowledged it to Your Honor, I don't know that they've given Your Honor the settlement agreements yet. I'd be happy to do that, but they have settled and provided a full release to these physicians. The fact of the matter is, Judge, that these

physicians had the right to leave their employment at MUSC. The three of them who had a liquidated damage buyout provision for their non-compete agreements have agreed to pay that, and they have been released. All they've -- all they've done in that settlement agreement is say to the physicians you have to pay us this money, you've got to agree to destroy these documents, the ones that they describe, equipment list, case logs, physician preference cards, and so-called financial information, you've got to destroy those. And you've got to agree to not use those documents. But they want you to issue an injunction which doesn't say we can't use the documents, it doesn't say that we've got to return the documents, no, instead they use this language, which, of course, respectfully, Your Honor, I believe if you signed an order with this language it would be facially invalid because it provides no definition, no specificity, but they want you to order that it's the confidential and proprietary information including, and in one place I think they say including but not limited to, those actual documents. So I guess they want to say that they've now released the physicians so that the physicians can use the information, they just can't

use the documents. And then when those physicians perform surgeries at the Trident facility, which they are doing, and I'll come back to that because they -- they provided a lot of self-serving, again, upon information and belief, surmise or speculation about what Trident can and cannot do, and we've addressed some of that by the affidavit of Dr. Horwich, but I'll give you some more information. But it appears that what they are hoping to do is to set up a situation where they've now freed the doctors to use that information. They just can't use the documents, and yet have Your Honor sign an order, which says if the information, undefined as that is, is used by us, we're in violation, we're in contempt of an injunction. That's preposterous. Frankly, having heard the rah-rah speech about their glorious mission, it's insulting to me that a facility that wants to claim that cloak of specialty -- specialness would suggest that they can do those things and that they can get Your Honor to do those things in an order. These services are being provided to patients who need them, Judge. Dr. Horwich's affidavit addresses very specifically that that capacity existed before these physicians started working over there. Will it increase? Will

it improve? Absolutely. Is Trident committed to spending money? Absolutely. So the future of the healthcare provided to patients there is not the issue here. The issue is simply that MUSC believes that it owns everything. They have the right to tell these physicians, "You don't get to use your expertise. You don't get to use your no-how unless you do it for me." And that's wrong. And it cannot be sanctioned by the injunction they are requesting.

THE COURT: All right.

MR. WERNER: You've asked me to be short.

THE COURT: Yeah, Obviously --

MR. WERNER: That's shorter than I would normally be because there are a lot of legal things.

THE COURT: No, that's --

MR. WERNER: We put it in a brief.

THE COURT: I understand, yeah, I have, and you've filed your brief today. Obviously I'll have to, you know, take a look at that. I'm not going to issue a ruling today given the late hour at which briefs were filed in this case. And I owe it to the attorneys and the parties involved to thoroughly read, memoranda they have submitted and filed with the Court.

A brief five-minute or less response from the Plaintiff at this point in time.

MS. JONES: Yes, Your Honor. Just real quickly, very, very briefly, I'll just ask the Court to read Judge Herlong's opinion and Justice Hearn's opinion in those two cases.

THE COURT: I will.

MS. JONES: The -- you know, the guidepost presented by Counsel about what the law is and what the law isn't, I completely disagree with. We're not saying these people can't work, they need to work. What we're saying is they can't use our information, and what their settlement agreement says is they agree not to use our information. So what we're asking this Court to do --

THE COURT: But isn't that information, the intellect and the experience they've gained over the past several years, so ineffectively that would render them useless at the next facility?

MS. JONES: No, it wouldn't render them useless at all. No. They -- what they know between their head, in their head, they can use. They can't use our proprietary information. And did we keep it secret? It's in -- it's in the affidavits. There was a two-factor authentication system with

unlimited access for any of this information. That's more than enough under the law to -- for the protection. What I hear Trident saying is they've got it, they intend to use it, they intend to make money off of it, and they intend to take -- they intend to jump the line, they intend to take the research and development done by our company, just like every company in America does research and development and develops systems and processes and products and that is protected property under the law. They don't want to -- they don't want to do their own research and development. They don't want to do that. The physicians can practice head and neck surgery. They can do it with equipment list that they develop on their own over at Trident and HCA, but it will take them decades to do it probably. They can't take our information and use it, and they've agreed to that in the settlement.

THE COURT: Okay. I appreciate it. Thank you very much.

MR. WERNER: Your Honor, may I very quickly respond because that was, I hope, an unintentional. We have the copy of the settlement agreement, and I would be happy to provide it to Your Honor.

MS. JONES: I have them all.

MR. WERNER: Excuse me?

MS. JONES: Yeah, we can hand them all up to you if you want them, Your Honor.

MR. WERNER: Yeah, I was -- I mean I wasn't going to hand her all six, but if you want me to, we can do that.

MS. JONES: One's enough because they all say the same thing --

MR. WERNER: Yeah, they're the same.

MS. JONES: -- except for the financial part of it.

MR. WERNER: Right. Right. Let me find one, Judge, that doesn't have my highlighting.

MS. JONES: Do you want to do this one? Do you want me to give her this one?

MR. WERNER: Yeah, have you got one?

MS. JONES: It's got all the signatures on it. Hand it to the Clerk, Your Honor?

THE COURT: Well, the court reporter will have to mark it first. Is this confidential?

MS. JONES: And it's not --

MR. WERNER: No, there's no confidentiality provision to it, Your Honor.

THE COURT: Mark it Exhibit 1.

MR. WERNER: And -- sorry, wait for the court

reporter.

(Whereupon, Exhibit Number 1 is marked for the record.)

THE COURT: And also, if you don't mind stating your name for the court reporter, as well.

MR. WERNER: Oh, I'm sorry. I apologize. I'm Jim Werner representing the Defendants HCA and Trident. My apologies.

THE COURT: All right.

MS. JONES: I do want to say one other thing for the record. The bottom of the in-camera stuff, that was on there because -- you know, we all had somewhat negotiations for the past couple of months that didn't pan out.

MR. WERNER: Yeah, and I -- that clearly reflected that it was not on there originally. That was my point, Judge, --

THE COURT: Sure.

MR. WERNER: -- that they were not marked that way.

THE COURT: Understood.

MR. WERNER: I would simply -- in here, Your Honor, I would call your attention to paragraph number two of the settlement agreement and, you know, obviously words matter, particularly words

when it's in a legal document like a settlement and release drafted and negotiated between Counsel. And what this says very specifically is that the physician, again, each one says the same thing, hereby warrants that he has destroyed or shall destroy by December 8, 2021, the following specific documents or records, including photocopies to the extent they are in his possession, custody, or control. And then it lists physician preference cards, case logs, or instrument lists created during his employment with MUSC and membership with UMA. The next one, documents reflecting MUSC and UMA's revenue for work performed by physician. Next one, documents or copies reflecting the salary information or contracts of other employees or recruits of MUSC and members of UMA. And then it says, "Physician hereby warrants that beginning on the effective date, he will refrain from using any of the documents or records referenced in this section two." Nowhere does it say the information, but the injunction motion that they filed with you specifically says that they seek to enjoin and have you order the destruction or the return, and that they cannot in any way use, utilize, I think, was the word I think they used, the information

including but not limited to the cards, the list, etcetera. They clearly are trying to impose a much broader restriction than simply the documents, and they cannot do that.

MS. JONES: The one sentence that didn't get read into the record is, "That physician acknowledges that MUSC and UMA contend that the documents or records specifically referenced in this section two are confidential and/or proprietary."

MR. WERNER: That's correct. They acknowledge in an agreement they signed two days ago, Judge.

THE COURT: Uh-huh.

MR. WERNER: It doesn't say that they acknowledge that they were that way before.

THE COURT: Okay. All right. Thank you very much. It's helpful. I'll get an order issued as soon as possible, and if I need a formal composed order, I will request it from your offices.

MR. WERNER: Okay.

MS. JONES: One thing that I didn't address was the personal jurisdiction issue. I know you know this, but all of the exhibits we went through, HCA Healthcare is all over them. They're all over that.

THE COURT: Why don't you brief that issue and submit it to the Court by --

MS. JONES: I will do it.

THE COURT: -- mid next week if possible, next Wednesday.

MS. JONES: Absolutely. Absolutely.

MR. WERNER: Judge, may I -- I'm sorry, may I just give you one more bit of information and we'll supplement the record with this if it matters. I think this is referenced in our affidavits, but it's important for you to understand, we've been talking to the credentialing of experts and everything. Those case logs that are referred to, and we've provided information about the fact that they're required for accreditation and certification and the like, and that they're normally provided, etcetera, but we are told that literally we would be prohibited under regulations from releasing those, giving them back, because they are necessary for audit purposes of some of the regulatory bodies, not just for us, I mean any hospital has the same obligations with respect to physicians who have been credentialed. So that speaks to two things. One, again, I think Your Honor has to take that into consideration and whether or not they should ever been the subject of an injunction, but they also point out that -- that points out pretty clearly,

they're not confidential and protected information.

THE COURT: Okay. Thank you. All right. We're at ease.

MS. JONES: Thank you, Your Honor.

Whereupon, the hearing was concluded at 2:54 p.m.)

- - -END OF TRANSCRIPT- - -

CERTIFICATE OF REPORTER

I, Cathy L. Young, Certified Verbatim Reporter/Master for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the digitally recorded hearing in the Family Court for Charleston County, South Carolina, on the 9th day of December, 2021.

I do further certify that I am neither of kin, counsel, nor interest to any party herein.

This, the 18th of January, 2022

Cathy L Young

CATHY L. YOUNG, CVR-M

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	2021-CP-10-05289
	)	
	)	
	)	
	)	
	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA AND UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA, PLAINTIFFS,	)	
	)	
vs.	)	TRANSCRIPT OF RECORD
	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, AND ARAND K. SHARMA, DEFENDANTS.	)	

May 13, 2022
Charleston, South Carolina

B E F O R E:

THE HONORABLE JENNIFER B. MCCOY, JUDGE.

A P P E A R A N C E S:

JAMES K. GILLIAM, ESQ.
Attorney for the Plaintiffs

JIM WERNER, ESQ.
Attorney for the Defendants

PENNY M. JOHNSON
Court Reporter III

I N D E X

(There were no witnesses called.)

E X H I B I T S

(There were no exhibits submitted.)

PROCEEDINGS

THE COURT: How are y'all?

MR. WERNER: Well, thank you.

MR. GILLIAM: Thank you, Judge. Doing well.

THE COURT: Good. Well, I appreciate y'all being accommodating of each other and the Court. We will go forward this morning by this WebEx recording device. It's being recorded on WebEx, but we actually also have a courtroom reporter, monitor, that's Ms. Caressa Johnson there. You see her name on the attendee list, perhaps. That's who that is, so she'll be aiding us in the recording as well in today's hearing. Obviously, aside from myself, Ms. Victoria Tuten is my law clerk, so that's who that is this morning.

And I think we have everybody here that we need to proceed; is that correct?

MR. WERNER: Yes, ma'am, from the defense side, Your Honor.

THE COURT: And Mr. Gilliam, you'll be presenting for MUSC and as Plaintiffs; is that right?

MR. GILLIAM: Yes, ma'am.

THE COURT: Well, this is obviously your motion for supersedeas. I've reviewed your motion and I've got it in front of me so I'll be able to refer to that as well during your argument today. If you would not mind, we all know

each other, but if you don't mind for purposes of the record, just stating your name and who you're hear representing.

I'm happy to hear from you.

MR. GILLIAM: Sure. Thank you so much. May it please the Court. My name is Jim Gilliam. I represent the Plaintiffs in this case. The Plaintiffs are the Medical University of South Carolina, or MUSC, and the University Medical Associates of the Medical University of South Carolina, or UMA.

We're here today, as the Court said, on the Plaintiff's motion for supersedeas. Your Honor, I just want to begin by saying that, you know, we're not here simply to rehash the same arguments that we made during our motion for temporary injunction. We understand that the Court heard those arguments and the Court made a decision to deny that Motion.

And with respect to that motion -- or with respect to that ruling, I should say, we're pursuing the traditional appellate route. The thing about traditional appeals is that they take time. And the South Carolina Rules of Civil Procedure and the South Carolina Appellate Court rules, they recognize that.

And one thing they allow a party to do while an appeal is pending is to file a motion for supersedeas relief. And what a supersedeas relief, what it is, is it's, essentially,

a temporary injunction. It preserves the status quo during the pendency of the appeal.

And there are two overarching reasons why the Court -- or two things the Court thinks about in determining whether to grant that relief, and they're interrelated. Number one is to preserve status quo. And status quo has a specific meaning. It refers to that point in time, it's the last uncontested status between the parties before the controversy arose. So preserve the status quo, or to preserve the fruits of the meritorious appeal.

Absent exceptional circumstances, what the rules require is for this petition for supersedeas to be made first in the circuit court and not to the Court of Appeals. That may not be intuitive at first blush, but there's a recognition within the rules that, you know, circuit courts just, frankly, move faster than our appellate courts. And, also, too, Your Honor, you've heard the motion for injunction, so you're more familiar with the case. To the extent this sort of supersedeas relief is appropriate, the Court is in a position to grant that relief on a more expedited basis.

And the rules also envision a situation like before the Court today where the Court may have denied a motion for temporary injunction, but still may decide to grant supersedeas relief, to protect status quo and to preserve

the appeal.

Today, what MUSC is asking the Court to do is to grant supersedeas relief to protect its confidential and proprietary materials during the pendency of this appeal. We're asking the Court to do two things: Tell Trident HCA to return those materials to us and tell them to refrain from using it while the appeal is decided.

When we talk about MUSC's confidential and proprietary materials, we're talking about five buckets of things. I'm not going to go into them in great detail, but just so the Court knows, it's physician preference cards, instrument lists, financial materials, you know, really, two types of financial materials showing what the head and neck -- members of the head and neck team, how much money they generated, how much money they were paid. We're also talking about case logs. We're also talking about financial materials as it relates to our fellows and our residents, what they're paid, their contracts.

So as it exist right now, MUSC is obviously a competitor of Trident. Trident HCA is in possession of MUSC's confidential and proprietary materials. The evidence shows that the way that they became in possession of those materials is -- you know, there's no two ways to say this. It's through employee theft. We have individuals who were employees at MUSC. While they worked for MUSC, they took

MUSC's confidential and proprietary materials and they sent them to a competitor, to the place where they were going to go work, at Trident HCA.

You know, the important thing for the Court to know is that happened during the course of employment. This happened while these individuals were employed by MUSC and before they were employed by Trident HCA.

And when we talk about the individual defendants, we're talking about those six people who are still on the caption of this case. They are highly trained medical professionals. They used to be part of MUSC's head and neck cancer team. Now, they're part of Trident HCA's head and neck cancer team.

And this misappropriation happened, even though MUSC took reasonable steps to protect these materials. We're talking about materials that are not in the public domain. We're talking about materials where access to it is limited, only to those people who are authorized users, who are going to use it for legitimate purposes. We're also talking about materials where we have policies and procedures in place to make sure that unauthorized disclosure doesn't happen. We also have a two-prong authentication system to protect these materials.

So in this case, Your Honor, what you're really dealing with, you're dealing with two different head and neck

practices. You're dealing with MUSC's on the one hand and you're dealing with Trident HCA's on the other. And it goes without saying, this is very specialized medical care.

When you're talking about MUSC's head and neck practice, you're talking about a practice that's been around a long time. It started in the late 90's. And when you're talking about Trident HCA's, you're talking about a new practice. They're just now starting their practice, they're trying to compete with MUSC. One of their first steps was to hire the individual Defendants away to compete with MUSC.

So one of the things that really makes this practice go is MUSC's confidential and proprietary materials. I think the best way to think about is like a playbook, right? And this playbook is not built overnight, it's built over time. And the advantage that MUSC has over Trident HCA as it relates to this head and neck space is they were here first. They began innovating first. They began working and perfecting their materials first. They've invested a lot of money into these materials. And it's not the product of any one person's work. We're talking about work that's been -- comprehensive work that's been done by a number of different professionals over time.

And when we talk about, like, just for example, the physician preference card, those aren't materials that are created by one person. Those are materials that are created

over time by many people. It's an embodiment of a plan. Say, if we're going to perform these complicated head and neck procedures that may last up to 15 hours, this is how we need to set up the OR. These are the materials we need to have. These are the materials we need to have. These are the supplies we need to have.

So MUSC has those materials because they've had their head and neck practice for a while. Trident HCA doesn't, or they didn't until it came into possession wrongfully and unlawfully of MUSC's materials.

In this case, all we're asking Trident to do, if they want to compete with us, that's fine, we're just saying play by the rules. Build your own stuff. Create your own stuff. And the reality is it would take time to do that. Trident doesn't want to spend the time, they don't want to spend the dollars to compete lawfully.

We submitted an affidavit to the Court, an affidavit from a gentleman by the name of Timothy Brendle. In his opinion, it would take eight to ten years for Trident to catch up to where MUSC is from a head and neck perspective.

You know, in employment space, we recognize this freedom of movement. If employees don't like where they're working, you know, they can go resign. They can resign and they can go work somewhere else. And what the employee gets to take with him is he gets to take his education, his

experience, his know-how, really, what's in his head. That belongs to the employee. There's no freedom in our country that's absolute, right? We live in this system of counterweights. It's been said that I've got the freedom to swing my fist, and that's true, but it's not unfettered. It ends somewhere. Maybe where someone else's face beings, right?

When we're talking about this freedom of movement, it's not unrestricted either. What you can't do -- while you can go from one job to the next, you can't take your employer's materials and take them to your new job. And that's true even if you're an employee and you had a hand in developing those materials. Those materials don't belong to the employee. They belong to the company. And that's -- the Milliken case, that's what we cited. It's a 2012 case from the South Carolina Supreme Court.

And that's what happened in this case, the individual Defendants, while they were still employees of MUSC, they took MUSC's confidential and proprietary materials and they sent them to their new employer, Trident HCA.

I talked earlier about status quo. And what we're asking the Court today is to send us back to that moment in time, to return us to the status quo. The point in time in which the status quo was upset is when these individual Defendants took MUSC's confidential and proprietary

materials and sent them to Trident HCA. Before that happened, the status quo was Trident did not have our materials. And that's where we want to return.

So, Your Honor, once MUSC learned that the individual Defendants had taken their confidential and proprietary materials, this lawsuit was born. A motion for temporary injunction was filed. Before that motion could be heard by the Court, the individual Defendants agreed to settle. There are many components to that settlement, but for us today, there's really only two components that we need to talk about. One is a monetary component. The individual Defendants paid 1.7 million dollars to MUSC as part of that settlement. Every individual defendant contributed significantly to that settlement sum.

But there's also the matter with MUSC's confidential and proprietary materials. Through the settlement agreement, the individual Defendants agreed to do two things with respect to MUSC's confidential and proprietary materials. To destroy those that were in their possession and to refrain from using them in the future.

So this is a very important piece of this argument. I want to read this to the Court. This is the settlement agreement, it's only two sentences, and it's in Paragraph 2. And the Court has these settlement agreements. Thee's six of them, they're all the same. Here's what it says:

Physician hereby warrants that he has destroyed or shall destroy by December 8th, 2021, the following specific documents or records, including photocopies to the extent they are in the physician's possession, custody or control, physician preference cards, case logs or instrument lists created during his employment with MUSC and membership with UMA, documents reflecting MUSC and UMA's revenue from work performed by physician and documents or copies reflecting the salary information or contracts of other employees or recruits of MUSC and members of UMA. Likewise, physician hereby warrants that beginning on the effective date, he will refrain from using any of the documents or records specifically referenced in this section two.

So it's just like I said to the Court, two obligations on the individual Defendants, destroy and refrain from using in the future.

If we look at Trident HCA's memorandum of law, it's troubling what they have said to the Court. I want to read three statements that they have made to the Court. First, this is what they say: In the settlement agreements between the physicians, who are the individual Defendants, and the Plaintiffs, the physicians had merely agreed to destroy certain documents it referenced. They say, and they underline this, the physicians never agreed they could not or would not use any knowledge or information reflected in

the various documents or records. And they continue: Whatever documents and records relative to the physicians which had been previously delivered to Trident by MUSC or the physicians remain unrestricted with Trident. Meaning, they can do whatever they want to with them.

That's what they're telling the Court, okay? What Trident HCA is telling the Court is they're going to use MUSC's confidential and propriety materials while this appeal is pending. They're going to show them to the individual Defendants.

So the big advantage that MUSC has as it relates to this head and neck space is that we were here first. We started innovating and developing first. That advantage is going to be eroded on appeal because before the Court of Appeals can ever reach the decision of whether the injunction should be reversed, Trident HCA is going to use MUSC's confidential and proprietary materials and they're going to be showing them to the individual Defendants.

It's clear that supersedeas relief is appropriate in this case. And I'm sure Trident HCA is going to try to misdirect as they have done historically in this case, and say MUSC is just trying to keep these physicians from practicing medicine or MUSC is trying to keep these physicians from using what's in their head. To be clear, we are not and that's never been MUSC's aim. We're saying you

have our materials and we want it back, that's all we're saying in this case.

I do want to talk about the law a little bit because it's important. So the foundation in which Trident HCA's memorandum of law exist is for this proposition of law that does not exist in South Carolina. What Trident HCA says is that supersedeas relief can only be granted to preserve the status quo at the time the notice of appeal was filed.

And they cite two cases for that proposition. One is an unreported case from California. One is an unreported case from New York. Both are federal cases, but neither are here in South Carolina. Neither are binding precedent here in South Carolina. And if you look closely, what Trident HCA has done, too, is they have a string of citations, so they cited those cases directly for that proposition.

But they say well, other cases stand for that proposition. And they cited two cases from South Carolina District Court, federal court again. One is the George Sink case, the one involving George Sink and his son. And the other is a case called OCala vs. Hernandez. And another is a case from the State Supreme Court called Strategic Resources. I've reviewed those cases multiple times. Those cases don't say that. In fact, if we look at OCala vs. Hernandez and Strategic Resources, the words status quo aren't even there.

The law in South Carolina has always been that supersedeas relief should be granted to preserve the status quo. Status quo means one thing, it means the last uncontested status between the parties before the controversy. Trident HCA by citing law out of jurisdiction is trying to change the meaning of status quo.

And also, Trident HCA's arguments don't comport with the law in South Carolina. If we look at Rule 62(c), Rule 62(c) envisions the scenario. They say, we know circuit court may decide that it's going to deny a motion for temporary injunction, but still grant supersedeas relief. What Trident HCA seems to be arguing is that if you lose a motion for temporary injunction, you can't have supersedeas relief. Well, that's not Rule 62, that's not our case law.

There's a case called Sea Pines Association for the Protection of Wildlife vs. South Carolina Department of Natural Resources. 2001 case from the State Supreme Court. In that case, the Sea Pines Group, they moved for a temporary injunction and they lost. They moved for a petition of supersedeas and they won. Under Trident HCA's understanding of what the law is, that would be impossible.

So, again, I talked about this, the overarching reasons why -- or the things the Court should consider in determining whether to grant supersedeas relief is status quo, preserve the fruits of the meritorious appeal. There

are four factors. I'm sure the Court is familiar with them and I'll hit them quickly. The first is irreparable harm. Second is likelihood of success on the merits. Third is the prejudice to the other side. Is there going to be prejudice if this supersedeas relief is granted? And fourth is public interest.

So when we talk about irreparable harm, again, it's a situation where Trident HCA has told us what they're going to do with our materials if the Court doesn't grant this ruling. They're going to use them. It's going to devour the fruits of our meritorious appeal during the pendency of this case and we would submit to the Court that's irreparable harm.

In terms of likelihood of success, so we have to make a prima facie showing in order to satisfy this element. Once that prima facie showing is made, then the Court should impose the injunction. And we're talking about two separate causes of action: South Carolina Trade Secrets Act and Breach of Fiduciary Duty. South Carolina Trade Secret Act just means that, you know, there's a secret and the company has engaged in reasonable efforts to protect that secret. We talked about that earlier, all the things that MUSC has done to protect those materials from disclosure. Obviously, this thing has value. I mean, Trident HCA is showing us it has value by how hard they're fighting to try to keep the

materials.

In terms of breach of fiduciary duty, so the law on that -- and this is the Lowns (ph) Products case, if you're an employee and you take a company's materials and you take them over to the new employer, it's not just the employees who are liable for breach of fiduciary duty, there's joint and several liability on the part of the employer if the employer uses those materials. So that's likelihood of success.

In terms of, you know, prejudice to the other side. I think this is an important factor. What's the prejudice to Trident HCA if the Court grants this relief? I mean, this is stuff they didn't create. This is stuff they never had until the status quo was altered. What's the prejudice to them if the Court grants this relief?

And number four is public interest. You know, this is a situation of are we going to reward innovation, are we going to reward development, are we going to reward those people playing by the rules? Or are we going to reward misappropriation, are we going to reward those people who take misappropriated documents and use them?

I know Your Honor knows this, but businesses are shrewd. They care about money and, oftentimes, money alone. If they think it's going to be cheaper to take someone else's stolen materials and use them and pay damages later,

they'll do it.

And finally, you know, with (inaudible) tests, you get kind of lost in the weeds. You can't see the forest for the trees. Sometimes it's good if you just sort of reset and think about well, why are we here? I mean, this is equity. We're talking about injunction. We're talking about supersedeas. Equity exist to right wrongs. And what's going on here is wrong. Trident HCA has a competitor's materials. They didn't create that. The way they came into possession of these materials is wrong. They got it through employee theft.

And, Your Honor, there are two other red heron arguments that Trident makes that I want to spend just a brief moment on. They make this argument about time, that MUSC somehow has delayed in seeking this supersedeas relief. I mean, MUSC has met ever deadline it's been required to meet in order to be here today. They've moved as expeditiously as possible. You know, we all know what's going on here in terms of what we have to do from a Rule 59(e) perspective to kind of preserve our arguments. All those things just take time. But MUSC has done what it's supposed to do.

And finally, on Page 11 of the memorandum, Trident HCA says well, if the Court would grant this relief, then it would completely moot the appeal. That's not the way

supersedeas works, right? The appeal would be very much alive. All it would do is protect our materials during the pendency of appeal. We can go slow down the appeal and however that shakes out, it shakes out, but, at least, we'll have our materials that will be protected.

Your Honor, I appreciate your attention. And just in closing, I would say, we're asking the Court to do two things: Return our confidential and proprietary materials and order them not to use them while the appeal is pending. Thank you.

THE COURT: Mr. Werner, happy to hear from you.

MR. WERNER: Thank you, Judge. First, let me begin with one simple thing. The request here again, Judge, they seek relief against both HCA and Trident. Those are two different entities. As the Court probably knows from the time that HCA responded, HCA moved to have the case dismissed against it based on the lack of personal jurisdiction. That was scheduled to be heard previously one time and it was -- the Defendants asked that it be continued, carried over and they said they were unavailable, so that motion has never been heard. When the motion was filed, however, the prima facie case showing that there is no personal jurisdiction over HCA was filed. We believe we established that.

It is the Plaintiffs' burden before any relief can be

given against a party to establish that that party is subject to the jurisdiction of this Court. They have never done that. So it would be absolutely improper to give any relief pursuant to this motion against HCA.

Now, let's talk about Trident. While counsel began his argument by telling you he's not here to rehash, did you hear anything new, Judge, from what you've heard and seen twice before? All they have done is rehash the same argument asking for different results. We've cited to Your Honor the case law, South Carolina case law which says that is not a sufficient basis to be entitled to relief under Rule 62. All they're doing is repeating the same arguments asking for a different result.

This is, essentially, their fourth bite at this same apple. They filed a motion for temporary injunction. Your Honor denied it. They asked that you reconsider that and change your decision, you denied it. They filed an appeal seeking appellate relief from those two orders. That's pending. They now come back and they file this and they ask you to take this away from the Court of Appeals.

Because, Your Honor, that's what happening here. They were denied the injunctive relief. They filed an appeal seeking that to be reviewed and changed by the Court of Appeals. But now, they want to have that injunctive relief so that there is -- the question presented to the Court of

Appeals is flipped on its ear if you were to grant this relief for them.

Now, something else is interesting. First of all, I know that Your Honor knows counsel argued to you there's nothing in South Carolina that has dealt with this. Well, that's covered in our rules. That's covered by prior case law. When you are presented with an argument under our rules of civil procedure where the rule is the same as the federal rule, which is the case here under Rule 62, and there isn't any existing precedent, you are, in fact, to look to the decisions of the federal courts. So it's entirely appropriate and, in fact, you have been instructed by those rules and prior decisions to look at the precedent of the federal courts when there is no existing precedent here to help you to resolve those questions.

So the second thing, though, that is interesting is, you recall in their motion, they tied this motion to both Rule 62(c) and to appellate court Rule 241. Now, they try to argue to you that oh, well, just because the federal courts have consistently said that the status quo that matters here is the status quo at the time the appeal was filed, don't pay any attention to that. Well, Rule 241 says the same thing. Rule 241 says that the only way you grant relief under 241, which is similar, basically, it's the same ultimate result, is if it is necessary to preserve the

jurisdiction of the appeal or to prevent issues from being rendered moot.

So our own appellate court Rule 241 dealing with the same ultimate subject also guides the Court in the fact that what matters here is the issue as it existed, the status quo as it existed at the time of the appeal, not at the beginning of this case. They argued that status quo to you and lost twice.

So regardless of the flowers now being planted around the same vase, all they want you to do is to say oh, well, you know what, on your third effort, I'm going to give you a different result and I'm going to change completely now the issue as it exist in connection with this appeal. Because they've got their relief. When you grant that so-called supersedeas, it's just the same question, they just want the same injunction you've denied twice, the issue on appeal is essentially moot.

Now, if I can, let me just try to quickly deal with a few of the other issues. First of all, Your Honor, I'm amused at the efforts to read the language and then come back and paraphrase it and suggest it says something different. These physician settlement agreements very clearly say all these physicians shall do is refrain from using any of the documents or records, specifically, records. It doesn't say refrain from using the information

that may be in them. It doesn't say refrain from using your knowledge of all that information.

So they want to make a settlement with these physicians, which would allow these physicians -- they admitted in their own affidavits submitted to you earlier that it was the physicians who prepared and created these cards and these lists. Those physicians have that knowledge. That admission recognizes that the physicians have that knowledge. So a physician likely doesn't need those cards or those lists.

They want to free them up from it by having given them a release and now they want to tie Trident's hands from an undefined, quote, use of the information. Not of the cards, of the information. That doesn't even past the test of a Rule 65 injunction. You can't give injunctive relief which is undefined.

The other thing that I, again, find amusing, particularly, I guess, since I wrote it, counsel, I guess pretends to be clairvoyant and to tell you what Trident is doing or intends to do with this information. He's provided you no evidence of what they're doing with it. And he sure as heck doesn't know what they intend to do with it. Nowhere has Trident said that it is or intends to give that information, to give those cards, to give those lists to anyone. And it has never been established that that has

happened.

You were sort of asked a rhetorical question, well, why do they want to keep this stuff? Unfortunately, Judge, I have to tell you, one reason why you saw during the initial hearing, you were handed up as exhibits copies of -- so-called copies of some of these lists and cards in question, which suddenly had at the bottom of them confidential designation stamps, which counsel did ultimately admit was never on them when they were, in fact, transmitted to Trident.

If a defendant is forced to turn over so that it can be destroyed in the meantime or hidden from the Court when the ultimate decision is made, the very fundamental nature of their case, whether there is a justification for finding that this stuff meets the test of being a trade secret or confidential or proprietary information in the first place, then just let every plaintiff just declare their own relief. There's no judging.

Frankly, their position and their argument is preposterous. They want to tell you that Trident would take eight to ten years to do this. Well, Your Honor, as you know, Trident is a hospital within the broader HCA framework. HCA has lots of hospitals around and they have lots of preexisting head and neck units like this one. They've got one in Savannah. They had that before this ever

came up. They've got a huge one in Colorado. The idea that they needed equipment lists in order to set up an HNO operation is ridiculous.

You also -- they talk about it. They keep focusing on the lists and the cards, but they talk about financial information. Well, they made an allegation that the physicians had attempted to get that information. But if you look at the exhibits they gave you back at the beginning, in them is the e-mail showing that MUSC never gave it to them. They never got it. And they sure as heck never gave it to Trident.

So they make up this list of things that they want to try to justify. They never established that they meet the test of being protectable documents or information. But oh, we say it, Judge, so it's true. You just have to take our word. Well, you don't. They had the chance to prove it to you twice and you issued your decision saying they hadn't done that.

Now, aside from this thing being now a question of the status quo at the time of the appeal, there's another thing which they have never -- didn't talk to you about it today either. We cited you the law. To win now, they've got to prove to you that they have a likelihood of success not on the argument that you've already said they didn't succeed on twice, but they've got to prove that their likelihood of

success is not from day one, it is a likelihood of success on appeal.

Now, what's the status -- what's the standard for that appellate review? An abuse of discretion. Unless they can establish that you abused your discretion, which our courts have said means, basically, two things: That you either made an absolute error of law or that you had absolutely no basis to render the decisions you've rendered twice. So for you now to give them a different result, you've got to conclude that you previously abused your discretion, that you previously issued two orders that you had no basis, in fact, to issue and that you were wrong on the law.

You did have a basis, Your Honor, and you weren't wrong on the law. And that's what they would have to show now to get this. They can't go back and just say well, Judge, we're going to win because we said we're going to win and you were wrong twice about it. That doesn't get them anywhere to establish a right to Rule 62(c) relief.

We've made all of the arguments. We've cited the cases in the brief. I really hesitate to keep doing this because, again, it's the same. What they're doing is trying to argue the same thing that they argued to you twice and failed.

Fundamentally, the issue here is that they simply want a different result so that they obtain relief that they failed to get and that the appellate court is not likely to

give to them. And they want that relief. They've talked to you about oh, the appellate process is slow. Well, it may be, but -- so now, I guess what they're saying is let's now give us the relief that we failed to earn twice before during some long process and Trident now will have its hands tied.

And remember, Judge, its hands being tied now is a very different world because, as you know, since November, this work has been ongoing. I mean, these physicians, they didn't have restrictions. They made buyouts of their -- two of them that had a buyout of their covenants bought out. That's all recognized in their settlement agreement. They're performing surgery. They're doing work. So you're shutting down an existing operation. It's not that you're preventing one from going forward. You are shutting down the care of patients if you impose the relief they're seeking.

Two quick things. They cite to you the Milliken case. The Milliken case is absolutely and utterly distinguishable. The Milliken case involved an assignment of intellectual rights in their employment contracts. They haven't cited to you, and I will tell you, you can read their manual, it doesn't exist that any such contractural right was existing between MUSC and the physicians in this case. So what they want to argue for broad restrictions on these physicians

does not exist in this case. Very distinguishable.

Similarly, they cite to Sea Pines case. Sea Pines case, admittedly, is a little strange, but it sure as heck isn't this case. In Sea Pines, there was an effort to get a temporary injunction and it was denied. We weren't talking about an appeal process there. What we were talking about was they simply went -- the plaintiffs in that case went to the Court of Appeals seeking supersedeas pending going back to the trial. And they got a judge at the Court of Appeals to give it to them. Ultimately, the case was dismissed and the Supreme Court affirmed all of that.

So Sea Pines -- and Sea Pines was also fundamentally different in that the argument even made about Sea Pines was look, this is utterly irreversible, Judge, because what's going to happen is these deer are going to be killed in the meantime. It is final. There's no analysis of whether or not they have a legal right, whether they can be made whole by money damages, et cetera after a trial. Completely different case.

Your Honor, I'm tempted to go on about a lot of the stuff, but I know you've already seen briefings on this now three times. For now, I will rest on what we have submitted to you and the fact that you twice before dealt with this properly.

THE COURT: Okay. And for purposes of the record, the

briefs that you've submitted which you filed with the court are obviously incorporated fully for purposes of the record today on your appeal.

Happy to hear a brief response from Mr. Gilliam if you would like at this time.

MR. GILLIAM: So Trident HCA, they talk out of both sides of their mouth, right? Like, on the one hand, if you issue this temporary injunction, you'd be tying their hands. You'd be enjoining the practice of medicine. On the other hand, these physicians could create these materials. They're all in their head. And on the other, Trident HCA is so sophisticated, they don't MUSC's stuff. Well, if that's the case, then why are they fighting so hard to keep it. It just doesn't make any sense.

And, you know, this idea that this is like a fourth bite of the apple, and I think that's been a talking point that HCA has employed frequently, they don't seem to appreciate the difference in procedure or that the procedural rules allow for this relief to be granted in certain circumstances. That's all that we're asking the Court to do. We're not taking another bite at the apple. And even the Rule 59(e) motion, that's not another bite at the apple, that's just doing what you're supposed to do from a practice perspective.

As it relates to HCA and the jurisdictional issue, to

the extent -- the Court should impose the injunction. And to the extent, you know, they handled their motion to dismiss, it wouldn't be binding on them if that motion to dismiss were to be granted.

And again, what I hear from HCA is engaging in this type of misdirection. They talk about well, they can use what's in their head. We've never said they couldn't. What we said is they cannot use our materials. So what we've asked the Court to do is say Court, please order them to return our materials. And if the Court granted that relief, that would be the same relief that the individual defendants agreed to in the settlement agreement, to refrain from using and to destroy that information.

And, you know, counsel is right, I'm not clairvoyant. I will submit that to the Court, but I can read. And I can read what Trident HCA said. And what they said in their memorandum of law is false. They said that the physicians only had one obligation, and that obligation was to destroy. They said specifically that they never agreed they wouldn't use that information. They said specifically that their use of that information remained unrestricted.

This is a classic case for supersedeas relief because Trident HCA is going to devour the fruits of the meritorious appeal while this appeal is pending. Whether we're right or wrong on appeal is a separate issue. They're taking away

our competitive advantage because they're using our materials on appeal. And for that reason, we'd ask the Court to grant this relief.

And as it relates to the likelihood of success of the merits, it's a situation again where Trident HCA just isn't correct on the law. This is an equitable cause of action. It's an equitable standard. The appellate court is going to be able to take its own view of the evidence.

So, Your Honor, I really appreciate the Court's attention to these matters and we would respectfully request the Court enter the relief that's been requested.

THE COURT: All right. I appreciate that. I'll certainly look at the cases cited in your briefs a little bit more closely. You brought up excellent points, both sides, obviously. You know, it's an interesting issue as it relates to public policy.

You know, this is different than a Milliken case and this is different than a DNR case. This is a case that is affecting healthcare to the public, which, of course, this Court must take into consideration. Yes, you mentioned shrewd business practices and all of that and that's wonderful, but the fact of the matter remains that in these healthcare areas, the direct recipient ultimately is those in need of healthcare and good healthcare, and the best healthcare available.

So this is distinguishable in a lot of ways from cases involving textile mills or protection of wildlife. Not that those matters aren't important as well, but, obviously, the Court must view these healthcare cases through a slightly different lens for obvious public policy purposes.

So with that in mind, as I stated, I will take a closer look at your briefs, all the cases cited and I will request a proposed order from the appropriate party within the next five to seven days.

MR. WERNER: Thank you, Your Honor.

MR. GILLIAM: Thank you.

THE COURT: Thank y'all. Take care.

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

I, PENNY M. JOHNSON, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that said proceedings were transcribed to the best of my ability from the audio recording and supporting information; and that I am neither counsel for, related to, nor employed by any of the parties to this case, and I have no interest, financial or otherwise, in its outcome.

June 30, 2022

Penny M. Johnson

Penny M. Johnson
Court Reporter III

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA, Plaintiffs, v. HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA, Defendants.	)	Civil Action No. _____ **NOTICE OF FILING PLAINTIFF'S MASTER EXHIBITS**

Plaintiffs herewith file the attached master exhibits in this matter.

Exhibit 1 - MUSC – Dean of College Medicine Job Description

Exhibit 2 - MUSC - Hollings Cancer Center Jon Description

Exhibit 3 - Welling Head and Neck Tumor Center Team Members

Exhibit 4 - Trident Medical Center CON Application – Operating Room Expansion (August 30, 2021)

Exhibit 5 - MUSC Faculty Handbook with Code of Conduct

Exhibit 6 - Email sending Physician Preference Cards to HCA **(ATTACHMENTS TO BE SUBMITTED SEPARATELY FOR IN CAMERA REVIEW)**

Exhibit 7 - Email sending Instrument Sets list to HCA **(ATTACHMENTS TO BE SUBMITTED SEPARATELY FOR IN CAMERA REVIEW)**

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Exhibit 8 - Email requesting patient lists

Exhibit 9 - Email requesting salary information

Exhibit 10 - Email requesting case logs
(ATTACHMENTS TO BE SUBMITTED SEPARATELY FOR IN CAMERA REVIEW)

Exhibit 11 - Email regarding residents

Exhibit 12 - Email regarding fellows

Exhibit 13 - Letter from AHNS to MUSC

Exhibit 14 - Email mentioned receipt of MUSC resident salaries

Exhibit 15 - Email requesting and receiving incoming fellows contracts
(ATTACHMENTS TO BE SUBMITTED SEPARATELY FOR IN CAMERA REVIEW)

Exhibit 16 - Email regarding visit to Sarah Cannon

Exhibit 17 - Email communication regarding non-competes and legal concerns

Exhibit 18 - Email regarding finalizing contracts

Exhibit 19 - Notes/questions regarding resignations and non-competes

Exhibit 20 - Email sending HCA Employment Contract (unsigned)

Exhibit 21 - Day Resignation Letter

Exhibit 22 - Email from HCA regarding interview process

Exhibit 23 - Email from HCA scheduling meeting

Exhibit 24 - Neskey Resignation Letter

Exhibit 25 - Horning Resignation Letter

Exhibit 26 - Lentsch request to put resignation letter on letterhead

Exhibit 27 - Davis Resignation Letter

Exhibit 28 - Email re non-compete

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Exhibit 29 - Email requesting resident information

Exhibit 30 - Jasper Resignation Letter

Exhibit 31 - HCA solicitation of Kittle

Exhibit 32 - Signed Recruting Agreement with HCA

Exhibit 33 - HCA recruiter email to Dr. Meyer

Exhibit 34 - HCA offer to Wilsgard

BURR & FORMAN LLP

By: *s/ Celeste T. Jones*

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ATTORNEYS FOR PLAINTIFFS MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA

November 19, 2021

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
	)	Civil Action No. _____
Plaintiffs,	)	
v.	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	
Defendants.	)	

EXHIBIT 1
TO MASTER EXHIBITS

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Medical University of South Carolina: Dean of the College of Medicine

Position Description:

The Dean is the Chief Academic Officer for the College of Medicine (COM) and is responsible for the vision setting, strategic planning, oversight and investment for education and biomedical research in the COM. All department chairs in the COM report to the Dean. The Dean serves in critical clinical leadership roles within the Medical University of South Carolina (MUSC) Health System through direct supervision of COM clinical chairs, as a member of the strategic-decision making body for the University (the President's Council), as a member of the MUSC Health System committees, and serving to monitor and enforce MUSC Health System clinical performance standards. The Dean reports directly to the Provost for all COM academic and research activities with a direct reporting to the President on matters pertaining to MUSC Health System clinical activities.

Role & Responsibilities:

- Recruit and develop outstanding academic and administrative leadership teams to lead the development of the College of Medicine vision and agenda related to research and education in alignment with the University's objectives

- Working with the Department Chairs, Center Directors, Senior Associate Deans, Hospital, and MUSC Health System leadership and University executive leadership team, the Dean is responsible for creating the annual capital and operating budget of the COM and all of its Departments, Centers and Institutes. Maintaining a balanced budget is an expectation.

- The Dean appoints the Chairs/Directors of all the College's Departments, Centers and Institutes and all faculty members as recommended by their respective Department Chairs. The Dean recommends to the President for concurrence the compensation level of the Chairs and faculty

- The Dean provides effective mentoring of faculty leaders, including Department Chairs, Center Directors and Institute Directors and fosters on-going professional development opportunities for all members of the faculty.

- Through her/his administrative team and the faculty the Dean is responsible for the recruitment of undergraduate medical students, house staff, and fellows within the guidelines of the Liaison Committee for Medical Education and the Accreditation Council for Graduate Medical Education.

- The College values education and the Dean is expected to demonstrate innovation in advancing the college's national prominence in education.

- The scholarly conduct of research is an expectation of the faculty and the Dean is expected to be innovative and strategic with respect to a nationally prominent research agenda

- The Dean allocates university assigned base budgets and development resources to the Academic Departments, Centers and Institutes in the COM.

- The Dean allocates university assigned academic and research space to Departments, Centers and Institutes within the COM.

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- The Dean represents the COM in national organizations such as the Association of American Medical Colleges (AAMC), the Liaison Committee for Medical Education (LCME) and the Accreditation Council for Graduate Medical Education (ACGME).

- The Dean creates mechanisms to insure compliance by COM faculty, staff, house staff, fellows and students with all University and COM policies and procedures as well as all relevant federal and state regulations. The Dean will set the highest possible ethical tone in research, teaching and patient care.

- The Dean appoints all members of standing committees of the faculty, including but not limited to the Admissions Committee, all student promotion committees, the Dean's Advisory Committee, the Undergraduate Medical Education Committee, and the COM Faculty Appointment and Promotion Committee

- The Dean plays a central role in and represents the COM in academic collaborations across the University. MUSC is committed to the development of trans-institutional initiatives that provide new undergraduate, graduate, and professional educational opportunities as well as new and powerful multi-disciplinary research in our university. The COM is also committed to inter-University initiatives in the state, country and abroad.

- The Dean has a key role in alumni and development activities related to the COM. The Dean works with the MUSC Office of Alumni Affairs to encourage COM alumni participation in the Association. The Dean also works closely with the MUSC Vice President for Development as well as the Associate Dean for COM Development and the Associate Dean for Corporate, Foundation and Organization Relations to raise philanthropy for COM initiatives, such as endowed chairs, scholarships, program endowment and support, research programs, and capital for the construction of academic and clinical facilities.

- The Dean interacts with the public regarding health care issues and MUSC's missions with selected public appearances, editorial publications in the state news outlets, various other media, and with the elected representatives of the local and state government.

- Specific responsibilities pertaining to the clinical enterprise include but are not limited to:

1. The Dean has a major leadership role in the clinical enterprise and has a direct reporting line to the President pertaining to that responsibility.
2. The Dean will serve as a member of the President's Council (consisting of the Dean COM, Executive Vice President for Finance, Provost, CEO of the MUSC Health System, MUSC Legal Council, President). This body is responsible for defining the strategic direction of the institution.
3. The COM Clinical Department Chairs report directly to the COM dean to plan and implement clinical strategic plans within the MUSC Health System and to insure quality operations in the clinic, hospital and service lines. The vitality of the clinical enterprise is directly related to the vibrancy, quality, competence, and work ethic of the clinical faculty – all of which are strongly influenced directly or indirectly by the Dean.
4. The Dean provides leadership to the clinical enterprise by serving appropriate organizational boards.
5. The Dean regularly meets with MUSC Health System Leadership through membership on established committees to plan and implement necessary steps to keep MUSC Health and the Clinical Enterprise vibrant in a highly competitive environment.

Necessary Position Qualifications

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- The MD degree (or equivalent) and specialty board certification are required. Additional graduate or professional degrees are preferred, but not required.

- At least five years of success in a leadership role within academic medicine, such as a Department Chair, Program or Institute Director, Division or Section Chief, etc.; equivalent role in industry also acceptable, but only if combined with a prior faculty position or leadership role in academia.

- Proven ability to recruit and develop outstanding academic and administrative leadership team including chairs, key faculty, and senior administrators

- Outstanding aptitude for recruitment, mentoring, finances/budgets ("the business of health care") and strategic planning are important components of the leadership experience sought in this recruitment.

- Personal success with an NIH-funded research program with a track record of significant continuous funding—preferably both individual grant funding as well as multi-investigator grant funding—and peer-reviewed publications.

- A demonstrated national presence in one's discipline as evidenced by such activity as major journal editorial responsibility, a senior officer position in one's major national organization, regular membership in an NIH study section or as a member of one of the NIH Councils, or equivalent experience.

- The proven ability to work as a team member with one's colleagues in management and in team leadership positions with one's direct reports. Evidence of support for interdisciplinary research and clinical program development is highly valued.

- Demonstrated experience in helping attract financial resources from institutions and individuals through formal and/or informal fund-raising efforts.

- Proven experience in the recruitment and development of a diverse student body (residents and or undergraduate students) and faculty.

- Demonstrated high level of competency in, where applicable, patient care, teaching, and research with a balanced appreciation and valuation of each of these three activities.

- Superior communication skills, both oral and written and an ability to listen well.

- A proven ability to lead clinical health care organizations, with a track record of successfully meeting challenges and leading change.

- An appreciation for and understanding of risk and reward and an entrepreneurial spirit.

- Personal traits that are admired and emulated by aspiring leaders in academic medicine.

- Character qualities such as honesty, courage, self-confidence, and commitment to purpose and an understanding of diverse needs and abilities.

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MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
	)	Civil Action No. _____
Plaintiffs,	)	
v.	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	
Defendants.	)	

EXHIBIT 2
TO MASTER EXHIBITS

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Position Description:

Director: The Hollings Cancer Center at the Medical University of South Carolina

The Medical University of South Carolina (MUSC) seeks an accomplished and respected clinician and/or scientist who will work collaboratively with MUSC leadership and its academic medical center partner, MUSC Health, to serve as the next Director of the Hollings Cancer Center (HCC), the state's only National Cancer Institute (NCI) designated cancer center. This is an exceptional opportunity for an academic physician or scientist leader to build upon the existing strengths in Hollings' multi-disciplinary cancer care and innovative research.

MUSC is a thriving institution with significant opportunities for growth serving a large geographic catchment area. The only NCI designated cancer center in South Carolina, Hollings has NCI approved programs in developmental cancer therapeutics, cancer immunology, cancer biology, and cancer control, as well as multiple shared resource cores and state-of-the-art clinical and research facilities. These include a highly developed clinical trials office with a growing multi-center trials network and Phase I trials program, a translational science laboratory, a robust biorepository and tissue analysis resource, and a clean-cell evaluation and therapy facility. In addition, clinical and translational research at HCC and MUSC is supported by an NIH-funded Clinical and Translational Science Award.

As part of a significant strategic planning process, the HCC is now positioned to grow in all areas as a more integrated center, partnering and leveraging opportunities across the MUSC enterprise to further build research programs under the Cancer Center Support Grant (CCSG) as well as integrating with the clinical service line. Paramount in this strategic planning process is the need to recruit a Director with leadership experience in an NCI-designated cancer center as well as leadership experience in the oncology patient care setting. Leading a strengthened organizational model that integrates and aligns the HCC's clinical and research domains while growing the research enterprise would have the goal that the HCC obtain NCI comprehensive cancer center status. It will be important that the Director of the HCC be part of the greater leadership team at MUSC, as well as a leader representing the HCC in the community and state.

More specifically, the HCC Director will be responsible for overall administration related to the basic, population, and clinical research activities within the cancer center; and the cancer service line for the HCC in partnership with the College of Medicine and MUSC Health. For academic purposes, the Director will report directly to the Vice President of Academic Affairs and Provost as well as serve as the Associate Dean for Oncology in the College of Medicine. For clinical purposes, the Director will report directly to the MUSC Health CEO. The next Director will communicate a vision of a comprehensive cancer center with integration of research, clinical activity, and innovation that will ensure the HCC continues its growth as an NCI-designated cancer center, achieves NCI comprehensive cancer center status and serves the community of South Carolina. The Director must be highly respected as an academic oncology leader and have the business and leadership skills to manage and grow an integrated cancer center in a matrixed organization. He/she must have appropriate interpersonal skills for relationship building with all stakeholders, including MUSC leadership, the community, governmental officials, and donors.

Specific responsibilities include the following:

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- Lead the development of a strategic planning process for the HCC to create a vision in alignment with MUSC leadership that integrates and aligns the HCC's clinical and research domains while growing both the research and clinical enterprise.
- Build research activity and metrics to apply for NCI comprehensive cancer center status including trans-disciplinary research and research activity relevant to the catchment area of South Carolina.
- Develop and manage a full cancer clinical service line with multi-disciplinary care, in partnership with the College of Medicine and MUSC Health.
- Manage HCC operational, financial and administrative activities, including management of HCC assigned space.
- Oversee HCC marketing, public relations, and development, in alignment with MUSC leadership.
- Attract and retain the highest quality clinical and research faculty and staff.
- Reorganize, as necessary, the HCC leadership structure to strengthen the organizational model of the HCC for authority and management over the research and clinical enterprise.
- Work closely with the MUSC Office of Development to generate new programmatic opportunities and donor relationships for fundraising.
- Develop mutually beneficial strategic partnerships with Colleges and other Centers across MUSC.
- Build and manage partnerships to strategically grow activity within the regional health network, integrating the clinical research activities.
- Represent the HCC and MUSC with community, state, and federal governmental leadership.

Necessary Position Qualifications:

- The M.D. and/or Ph.D. degree is required.
- Demonstrated success in a leadership role within academic medicine and proven ability to recruit and develop outstanding academic and administrative leadership.
- Outstanding aptitude for recruitment, mentoring, finances/budgets ("the business of health care") and strategic planning are important components of the leadership experience sought in this recruitment.
- Personal success with an NCI-funded research program with a track record of significant continuous funding—preferably both individual grant funding as well as multi-investigator grant funding—and peer-reviewed publications.
- A demonstrated national presence in one's discipline as evidenced by such activity as major journal editorial responsibility, a senior officer position in one's major national organization, regular membership in an NCI study section or as a member of one of the NCI Councils, or equivalent experience.
- The proven ability to work as a team member with one's colleagues in management and in team leadership positions with one's direct reports. Evidence of support for interdisciplinary research and clinical program development is highly valued.
- Demonstrated experience in helping attract financial resources from institutions and individuals through formal and/or informal fund-raising efforts.
- Superior communication skills, both oral and written, and an ability to listen well.
- An appreciation for and understanding of risk and reward and an entrepreneurial spirit.

- A commitment to the advancement of diversity and inclusion at MUSC.

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STATE OF SOUTH CAROLINA	)	
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Defendants.	)	

EXHIBIT 3
TO MASTER EXHIBITS

MUSC Wendy & Keith Wellin Head & Neck Tumor Center

Multidisciplinary Team Members

Head & Neck Surgery
Terry A. Day, M.D.
Joshua Hornig, M.D. FRCS
Eric J. Lentsch, M.D.
David M. Neskey, M.D.
Roy B. Sessions, M.D.
Joel Davies, M.D.
Vilija Vaitaitis, M.D.
Sara F. Jasper, ACNP-BC
Caitlin Mengler, RN, ACNP-BC
Kiely St Germain, FNP-C, MSN
Hannah Feltner, PA-C
Melissa Lee, PA-C

HN Radiation Oncology
Jennifer Harper, M.D.
Anand Sharma, M.D.

HN Medical Oncology
John Kaczmar, M.D.
Casey Foster MSN, NP-C

Maxillofacial Prosthodontics
Betsy K. Davis, D.M.D., MS
J. Rhet Tucker, D.M.D.
Tammy Harstad, CDA

HN Speech Pathology
Julie Blair, MS, CCC-SLP
Melissa Cooke, MS, CCC-SLP
Brian Martin, MS, CCC-SLP

Pathology
Mary S. Richardson, M.D., D.D.S.

Oral Pathology
Angela Chi, D.M.D.
Brad W. Neville, D.D.S.

Endocrine Oncology
Jyotika Fernandes, M.D.

Reconstructive Surgery
Evan M. Graboyes, M.D.
Joshua D. Hornig, M.D. FRCS
Judith M. Skoner, M.D.
Samuel Oyer, M.D.
Krishna G. Patel, M.D., Ph.D.
Kimberley Kittle, PA
Emily Kueser, PA-C

HN Radiology
M.Gisele Matheus, M.D.
Seth Stalcup, M.D.

Dermatologic Oncology
Joel Cook, M.D.
Ling-Lun Bob Hsia, M.D.

Oral & Maxillofacial Surgery
Kinon Lecholop, D.M.D.
Martin Steed, D.D.S.

Neurotology / Skull Base
Theodore R. McRackan, M.D.
Ted A. Meyer, M.D., Ph.D.

Neurosurgery / Skull Base
Sunil Patel, M.D.
Alex Vandergrift, M.D.

Anesthesiology
Robert Mester, M.D.

Oculoplastic Surgery
Andrew Eiseman, M.D.

Ocular Oncology
George N. Magrath, M.D.

Hospitalist
Avinash Srikanth, M.D.
Leslie Bunting, NP

MUSC Health
Medical University of South Carolina

Changing What's Possible

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MUSC Wendy & Keith Wellin Head & Neck Tumor Center

Multidisciplinary Team Members (cont.)

HN Nurse Navigator
Julie Molony, RN, BSN

HN Referral Coordinator
Mary Oliphant

HN Coordinator
Margaret Ann King

HN Adjuvant Tx Coordinator
Jessica McCay

HN Surgery Scheduling
Sparkles Devela

HN OR Nursing
Jamie Wilsgard, RN

HN Nursing
Alice Casciato, RN
Nancy Hayes, RN
Tamara Trainor, RN, BSN
Sandra Zambetti, RN

HN Case Manager
Michelle Lincoln, RN, BSN

HN Social Worker
Allison Bonesteel, MSW

HN Clinical Trials
Kristina B. Godwin
Alex Leitner

HN Research
Marvella Ford, Ph.D.
Evan M. Graboyes, M.D.
John Kaczmar, M.D.
David M. Neskey, M.D.
Besim Ogretmen, Ph.D.
Visu Palanisamy, Ph.D.
Steven Rosenzweig, Ph.D.
Mark Rubinstein, Ph. D.
Anand Sharma, M.D.
Katherine Sterba, Ph.D., MPH
Jessica Thaxton, Ph.D.
John Wrangle, M.D.

Tobacco Cessation
Benjamin Toll, Ph.D.

Pharmacist
Deanna Kidwell, PharmD

Nutrition
Mary Jo Turner, RD

Inpatient Nursing
Julie Morton, RN, BSN

Palliative Care
Brooke Smith NP

Physical Therapy
William Berkes, PT

Occupational Therapy
Patricia Finetto, OT

MUSC Wendy & Keith Wellin
Head & Neck Tumor Center
135 Rutledge Avenue, 10th Floor, Charleston, SC 29425
Phone: 843-792-8363 | Fax: 843-792-6083
headneck@musc.edu
hollingscancercenter.org/headandneck

MUSC Health
Medical University of South Carolina
Changing What's Possible

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
	)	Civil Action No. _____
Plaintiffs,	)	
v.	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	
Defendants.	)	

EXHIBIT 4
TO MASTER EXHIBITS

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TRIDENT MEDICAL CENTER, LLC
CHARLESTON, SOUTH CAROLINA

CERTIFICATE OF NEED APPLICATION

OPERATING ROOM EXPANSION AND PERIOPERATIVE SPACE

SCDHEC
Received:
AUG 30 2021
Certificate of Need Program

Submitted To:

Bureau of Healthcare Planning and Construction
South Carolina Department of Health and Environmental Control
301 Gervais Street
Columbia, South Carolina 29201

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Budgets
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Charity Financial Assistance Policy for Uninsured and Underinsured Patients
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APPLICATION FOR CERTIFICATE OF NEED

FOR A HEALTH FACILITY OR SERVICES

Proposal Prepared By:

NAME:	Christina Oh
TITLE:	President and CEO
ORGANIZATION:	Trident Medical Center, LLC
ADDRESS:	9330 Medical Plaza Drive
CITY:	Charleston
STATE:	South Carolina
ZIP CODE:	29406
TELEPHONE NUMBER:	(843) 847-4100
EMAIL:	Christina.Oh@hcahealthcare.com
FAX NUMBER:	(843) 847-4086

This Applicant hereby certifies that the information contained in this Application, including all assurances and attachments, are correct to the best of Applicant's knowledge and belief.

Applicant's Signature: Christina Oh

Date: 8/25/21

Please copy all correspondence related to this application to:

William R. Thomas, Esquire
Parker Poe Adams & Bernstein LLP
Post Office Box 1509
Columbia, SC 29202
willthomas@parkerpoe.com

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APPLICATION FOR CERTIFICATION OF NEED FOR A HEALTH FACILITY OR SERVICE

NOTE: A "complete" application shall include a written narrative report by the applicant (Regulation 61-15, Section 202)

<table>
<tr><th colspan="4">PART A - QUESTIONNAIRE</th></tr>
<tr><td colspan="4">1. Name of Facility
Trident Medical Center</td></tr>
<tr><td colspan="4">2. Address, City, County, State, Zip Code
9330 Medical Plaza Drive, Charleston County, Charleston, South Carolina 29406</td></tr>
<tr><td colspan="4">3. Type of Facility (Circle)</td></tr>
<tr><td>A. Hospital</td><td>B. Nursing Home</td><td colspan="2">C. Psychiatric Facility</td></tr>
<tr><td>D. Rehabilitation Facility</td><td>E. Substance Abuse Facility</td><td colspan="2">F. Ambulatory Surgery Facility</td></tr>
<tr><td colspan="4">G. Other (Specify)</td></tr>
<tr><td colspan="4">4. Purpose of Review (Circle)</td></tr>
<tr><td>A. New Facility</td><td>B. Change of Licensure</td><td colspan="2">C. Addition to Existing Facility</td></tr>
<tr><td colspan="2">D. Renovation to Existing Facility</td><td colspan="2">E. Change of Services</td></tr>
<tr><td colspan="4">F. Other (Specify)</td></tr>
<tr><td colspan="4">5. Management</td></tr>
<tr><td>A. Name of Administrator
Christina Oh
President, CEO</td><td colspan="3">B. Address, City, State, Zip Code
9330 Medical Plaza Drive, Charleston, SC 29406</td></tr>
<tr><td>C. Telephone
(843) 847-4100</td><td>D. Fax Number
(843) 847-4086</td><td colspan="2">E. Email
Christina.Oh@HCAHealthcare.com</td></tr>
</table>

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6. Licensee
A. Name of Licensee: Trident Medical Center, LLC
B. Address, City, State, Zip Code: 9330 Medical Plaza Drive, Charleston, SC 29406

7. Ownership or Control of the Facility (See Section B-8 for full ownership disclosure)			
A. Individual	B. Partnership	**C. Corporation**	D. Proprietary
E. Non-Profit	F. Government (Specify)		
G. Other (Specify):			

8. Proposed Site of the Property	
A. Owned	B. Leased
C. Length of Site Lease	
D. Option	E. Length of Option
F. Name and Address of Owner(s) of Real Property Trident Medical Center, LLC 9330 Medical Plaza Drive Charleston, SC 29406	

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9. Total Bed Capacity for Which Application is Made: Not Applicable				
		Existing Facility		
Type of Beds	**New Facility Only**	**Existing Beds**	**# Gained or Lost**	**Bed Total**
A. Medical/Surgical				
B. Obstetrics				
C. Pediatrics				
D. Substance Abuse				
E. Psychiatric				
F. Rehabilitation				
G. Nursing Care				
H. RTFs				
I. ICU				
J. Other: PCU				
K. TOTAL				

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10. Construction and Site	
A. Type of Construction New Construction and Major Renovation	**B. Number of Buildings Pertaining to the Project** One
C. Number of Stories Pertaining to the Project One	**D. Size of the Site in Acres** Not applicable. This is a hospital project within the existing property lines.
E. Size of the Project Site in Acres Not applicable	**F. Square Footage of the Project** 12,641
G. Anticipated Date of Beginning Construction 5 months after CON issuance	**H. Anticipated Date of Licensing or Project Completion** 15 months after CON issuance
I. Anticipated Date for Submission of Final Completion Report Two to three months after project licensing	

11. Zoning of Construction Site Not applicable

12. Costs (Provide Estimated Cost Statement from Either the Architect or Engineer) See B-3.	
A. Land Cost N/A	**B. Construction Cost** $14,304,000
C. Architect's Fee $1,015,000	**D. Equipment Costs** $4,376,000
E. Financing Cost During Construction: $433,000	**F. Other Costs:** $40,000
G. Total Project Cost $20,168,000	
H. Construction and Equipment Cost = $18,680,000 **1) Per Square Foot (12,641): Construction and Equipment – $1,477.73; Construction Only – $1,131.55** **2) Per Bed** Not Applicable	

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PART B - ADDITIONAL INFORMATION

(1) **Document that the applicant has published notification of this project in a local newspaper as required by Section 201 of these Regulations.**

See Affidavit of Publication attached as **Exhibit B-1**.

(2) **Describe the project setting forth the proposed change in services or facilities in as much detail as possible. State whether the project will change the existing licensed or survey bed capacity, will encompass the development of a new service, or will result in the discontinuance of an existing service. If a new facility is proposed, list all services provided.**

Trident Health is a 445-bed health system and includes two acute care hospitals, 321-bed Trident Medical Center ("Trident") and 124-bed Summerville Medical Center ("Summerville"), and three freestanding emergency departments, Brighton Park Emergency, Centre Pointe Emergency, and Moncks Corner Medical Center. Trident offers a comprehensive range of services and specialties, including a 24-hour emergency department ("ED") and a Level II Trauma Center. The hospital's offerings include an award-winning Heart Center, the South Carolina Institute for Robotic Surgery, the Trident Breast Care Center, and the Joseph M. Still Burn Clinic—the region's only outpatient burn clinic offering services to patients of all ages.

In this project, Trident proposes to expand and renovate its Surgery Department. The Surgery Department expansion will be compromised of 9,785 new BGSF and 2,856 renovated BGSF for a total addition of 12,641 BGSF. The project will add 3 additional, operating rooms ("OR"), 8 pre-/post-operative rooms, and an additional post-anesthesia care unit ("PACU") recovery bay. A new drop-off entry canopy and lobby with a connecting corridor to the existing registration area will also be included, along with storage and other necessary administrative areas. The proposed project also includes shelled space, which will initially be used as storage but could be converted to serve as an additional OR in the future.

Trident recently recruited 12 new surgeons, specializing in orthopedic spine surgery, urology, gynecological oncology, vascular surgery, neurosurgery and neuro-endovascular surgery, and surgical oncology. Trident already had a thriving Surgery Department. Prior to the pandemic, Trident's utilization approached 9,000 surgical cases annually. In 2020, elective surgeries were suspended for a time to ensure adequate hospital capacity to care for Covid-19 patients. Even after the suspension of elective procedures was lifted, some physician and patients continued to postpone non-emergent surgeries to mitigate the risk of contracting or spreading the virus. As a result, Trident's surgical utilization declined somewhat between 2019 and 2020. However, surgical utilization has been trending upward in 2021, and Trident believes that it is on track to return to pre-pandemic levels, particularly as vaccine hesitancy wanes and vaccination rates increase.

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Trident needs to expand its surgery department to ensure it has the capacity to meet the needs of these newly recruited physicians as well as the needs of a rapidly growing community, as the Berkeley, Charleston, and Dorchester County area is projected to experience substantial population growth within the next few years, particularly among the 65+ demographic, who are known to be heavy health care consumers.

Also, the 3 ORs Trident proposes to add will be much larger in size, at more than 600 square feet each. These larger ORs are better suited for the increasingly complex surgical cases being performed. Trident is the only tertiary care provider and only Level II trauma center in the north Charleston, Berkeley, and Dorchester Counties area. With the addition of 12 surgeons, it is becoming increasingly difficult to block schedule OR time. Two of Trident's ORs are dedicated to open heart surgeries and another for trauma which makes scheduling even more challenging. The larger ORs proposed in this project will ensure that Trident can accommodate the necessary equipment and staff to provide a better, safer, and more efficient patient experience.

The floor plans for the proposed expansion and renovation are included as **Exhibit B-4** and the space program is attached as **Exhibit C-5**.

This project will not change the existing licensed or survey bed capacity and does not encompass the development of a new service or result in the discontinuance of an existing service.

(3) **Provide the total cost of the project, indicating design fees, land cost, interest cost, construction cost, equipment cost, and any other cost involved in the project. Provide an estimate of the construction cost from a licensed architect or engineer; in the case of equipment, a valid/current estimate from a vendor is acceptable.**

Land Cost		N/A
Construction/Renovations Costs		$14,304,000
Architect's Fee		$1,015,000
Equipment and Furnishing Costs		
FF&E	$3,543,000	
(includes tax, shipping, freight, installation)		
Information System	$547,000	
Telecom	$286,000	
		$4,376,000
Financing Cost During Construction		$433,000
Other Costs:		
Professional/ DHEC Fees		
		$40,000
Total Project Cost		$20,168,000

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Documentation supporting the project costs is attached hereto at **Exhibit B-3**. The per item costs of the equipment have been redacted because HCA has an agreement with a vendor that all such costs remain proprietary and confidential. The per item costs can be made available upon request.

(4) **State the specific location of the facility or service and/or equipment, including, where applicable, specific areas of an existing facility to be affected by the project. Provide room numbers of all patient rooms affected. Sufficient detail should be provided to allow the Department to visually inspect the site. The number of private and semi-private patient rooms shall be identified.**

Trident Medical Center is located at 9330 Medical Plaza Drive, Charleston, South Carolina. Please see location map of Trident attached hereto at **Exhibit C-2**.

The proposed Surgery Department expansion will be comprised of renovations to 9,785 of new BGSF and 2,856 of renovated BGSF for a total addition of 12,641 BGSF to the 1st floor. See response to B-2 above as well as floor plans attached hereto at **Exhibit B-4.** *See* also square foot narratives attached hereto at **Exhibit C-5**.

The project matrix for Trident's Surgery Department expansion project is set forth below:

	Existing Capacity	Added Capacity	Total Capacity
General OR	6	3	9
Ortho/Neuro	7	0	7
Open Heart	2	0	2
TOTAL	16	3	19
O/P Pre-Op/Post-Op	32	8	40

(5) **Provide details regarding any proposed construction and/or renovation. Discuss alternatives to new construction and why these alternatives were rejected. For a multi-floor project, construction and/or renovation must be described, by floor, to include any additions and/or deletions made to each floor. Provide evidence that the applicant has adequately planned for any temporary move or relocation of any department, facility or services, which may be necessary during the construction period. Document that plans exist to assure adequate protection (from fire, noise, dust, etc.) and continuation of all services during the proposed construction period.**

Scope of work includes addition and renovation of the surgery suite and PACU on the first floor of Trident Medical Center to include the addition of 3 operating rooms and 1 future operating room shell. 8 pre/post positions will be added with support, a new drop-off entryway canopy will be constructed, lobby added with connecting corridor to existing registration, new community room constructed, addition of one recovery position in existing PACU, relocation of toilet in PACU, relocation of existing control desk, staff toilet, Director's desk and Anesthesia work in OR Suite. The construction will be phased to maintain access to the existing drive, parking and building entrances.

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Exhibit B-4 and **Exhibit C-5** illustrate the areas that will undergo new and major renovations. See also architectural narratives attached at B-4.

The facility, in coordination with its architects, has made appropriate plans to ensure that all patients and staff are properly protected from fire, noise, dust, and any other environmental dangers that may arise in connection with the proposed construction. As required, SMC will meet with the DHEC Division of Health Facilities Construction for the approval of all construction plans.

This project does not result in the discontinuance of any services. Project alternatives are discussed in B-12 of this CON application.

(6) If a replacement facility or ancillary service is being constructed, describe plans for disposition of the existing facility or ancillary service area upon completion of the project.

Not applicable.

(7) Provide a timetable for development and completion of the project to include, at a minimum, the date of site acquisition, date of architectural contract, architectural design schedule, date of closing for financing, date of valid construction contract, date that all necessary permits (grading, building, sewer, etc.) will be obtained, and date of start of construction. The timetable shall be presented in one month increments commencing with the month following receipt of the Certificate of Need and ending with the execution of a contract or purchase order for equipment only projects.

Activity	Completion Date
Site Acquisition	Not applicable
Architectural Contract	Within 1 month from CON issuance
Architectural Design	Within 2 months from CON issuance
Construction Contract	Within 4 months from CON issuance
Permits Obtained	Within 4 months from CON issuance
Construction Start Date	Within 5 months from CON issuance
Completion of Construction	Within 15 months from CON issuance
Project Licensed	Within 15 months from CON issuance

(8) Provide the following ownership information:

(a) Proposed name of facility.

Trident Medical Center

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(b) Name and address of licensee or prospective licensee. (Note: The licensee is defined as the legal entity who, or whose governing body, has the ultimate responsibility and authority for the conduct of the facility or service; the owner of the business. The licensee must be the entity to whom the Certificate of Need is issued.)

Trident Medical Center, LLC
9330 Medical Plaza Drive
Charleston, SC 29406

(c) Complete title of the licensee's governing body.

Trident Health Board of Trustees

(d) Name, title and mailing address of presiding officer of the governing body.

Robert Pratt
9330 Medical Plaza Drive
Charleston, SC 29406

(e) Name and mailing address of all persons and/or legal entities having any ownership interest or owner's equity of the licensee to include a schedule of percent and type of ownership claim of each.

AC Med, LLC
One Park Plaza
Nashville, TN 37203
Percent of Ownership Interest – 100%

(f) Name and mailing address of all persons and/or legal entities claiming liabilities of the licensee or of the facility or service for which this Certificate of Need is requested to include a schedule of percent and type of claim of each.

See (e) above.

(g) Provide a listing which identifies all officers of the licensee.

OFFICERS AND MANAGERS OF TRIDENT MEDICAL CENTER, LLC

*SAMUEL N. HAZEN	PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
CHARLES J. HALL	SENIOR VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
A. BRUCE MOORE, JR.	SENIOR VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203

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J. WILLIAM B. MORROW	SENIOR VICE PRESIDENT AND TREASURER	ONE PARK PLAZA NASHVILLE, TN 37203
JOSEPH A. SOWELL, III	SENIOR VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
HUGH C. TAPPAN	SENIOR VICE PRESIDENT	115 CENTRAL ISLAND DRIVE, STE 400 CHARLESTON, SC 29492
ROBERT A. WATERMAN	SENIOR VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
*CHRISTOPHER F. WYATT	SENIOR VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
KEVIN A. BALL	VICE PRESIDENT AND ASSISTANT SECRETARY	ONE PARK PLAZA NASHVILLE, TN 37203
MIKE T. BRAY	VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
MONICA CINTADO	VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
NATALIE H. CLINE	VICE PRESIDENT AND SECRETARY	ONE PARK PLAZA NASHVILLE, TN 37203
JOHN L. CROTHERS	VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
JAIME DERENSIS	VICE PRESIDENT AND ASSISTANT SECRETARY	ONE PARK PLAZA NASHVILLE, TN 37203
*JOHN M. FRANCK II	VICE PRESIDENT AND ASSISTANT SECRETARY	ONE PARK PLAZA NASHVILLE, TN 37203
SHIRLEY FULLER COOPER	VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
RONALD LEE GRUBBS, JR.	VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
JOHN M. HACKETT	VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
SETH A. KILLINGBECK	VICE PRESIDENT AND ASSISTANT SECRETARY	ONE PARK PLAZA NASHVILLE, TN 37203
TODD LACAZE	VICE PRESIDENT	115 CENTRAL ISLAND DRIVE, STE 400 CHARLESTON, SC 29492
L. ERIK LARSEN	VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
T. SCOTT NOONAN	VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
CHRISTINA OH	VICE PRESIDENT	115 CENTRAL ISLAND DRIVE, STE 400 CHARLESTON, SC 29492
NICHOLAS L. PAUL	VICE PRESIDENT	1100 DR. MARTIN L. KING, JR. BLVD SUITE 1500 NASHVILLE, TN 37203
RICARDO PAVON	VICE PRESIDENT	ONE PARK PLAZA NASHVILLE, TN 37203
DOUG L. DOWNEY	ASSISTANT SECRETARY	ONE PARK PLAZA NASHVILLE, TN 37203
DEBORAH H. MULLIN	ASSISTANT SECRETARY	ONE PARK PLAZA NASHVILLE, TN 37203
SHIRLEY SCHARF CHEATHAM	ASSISTANT SECRETARY	ONE PARK PLAZA NASHVILLE, TN 37203
JOHN I. STARLING	ASSISTANT SECRETARY	ONE PARK PLAZA NASHVILLE, TN 37203

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***Managers**
Persons employed in the capacity of Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Administrator and Assistant Administrator of facilities owned and/or operated by this Company or by a partnership for which this Company acts as general partner or by a limited liability company for which this Company acts as managing member, are hereby authorized to, subject to the Company's policies and procedures, (a) manage the facilities and all day-to-day operations of, and the employees and agents of the Company at, such facilities, and take such other acts as are necessary or appropriate for the proper functioning of the facilities, and (b) negotiate and enter into contracts and agreements necessary to conduct the day-to-day business of such facilities, including, but not limited to, physician contracts, personal property leases, purchase agreements, cost reports, and similar documents (but specifically excluding any contracts or leases relating to real estate, except for leases to tenants in buildings owned by or leased to the Company entered into pursuant to the Company's policies and procedures) which with the advice of legal counsel shall be deemed appropriate and advisable, and to execute and deliver Certificates of Resolution required in connection with such contracts and agreements.

(h) Is the land and/or building on/in which the proposed facility or service is to be conducted owned by the applicant? _X_ Yes ___ No. If no, provide information on the land and building similar to that required in (b) through (g) above.

(i) Has the licensee engaged an entity other than an employee of the licensee to manage or operate the facility or service? ____Yes _X_ No. If yes, provide information similar to that required in (b) through (g) above.

(j) Is there any agreement, contract, option, understanding, intent or other arrangement that will effect a change in any of the information requested and/or provided in (b) through (g) above. ____Yes _X_ No. If yes, provide information similar to that required in (b) through (g) above.

(k) Provide a complete listing of all existing licensed health care facilities and/or services and Certificates of Need in which the proposed licensee currently has an ownership interest, to include names and addresses of each facility or service. In the cases of Certificates of Need for undeveloped facilities and services, provide the name, address, and telephone number of a contact person representing the authority which issued the Certificate of Need.

The following list represents the inventory of licensed facilities of the applicant:

Trident Medical Center, LLC d/b/a Trident Medical Center (HTL-0777)
9330 Medical Plaza Drive
Charleston, SC 29406

Trident Medical Center, LLC d/b/a Summerville Medical Center (HTL-0780)
295 Midland Parkway
Summerville, SC 29485

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Trident Breast Care Center
9313 Medical Plaza Drive, Suite 201
Charleston, SC 29406

Trident Sports Medicine & Rehab/Trident Speech Center
9313 Medical Plaza Drive, Suite 103
Charleston, SC 29406

Trident Medical Arts MRI
9313 Medical Plaza Drive, Suite 100
Charleston, SC 29406

Trident Diagnostic Services
9313 Medical Plaza Drive, Suite 101
Charleston, SC 29406

Trident Wound Care Clinic
9302 Medical Plaza Drive, Suite D
Charleston, SC 29406
Moncks Corner Medical Center
401 N. Live Oak Drive
Moncks Corner, SC 29461

Center Pointe Emergency
5249 Emmett I. Davis Jr. Avenue
North Charleston, SC 29418

Brighton Park Emergency
1626 N. Main Street
Summerville, SC 29483

Summerville Medical Center (SC-18-09)
295 Midland Parkway
Summerville, SC 29485
Certificate of Need for the expansion of its emergency department and ancillary support services.

Trident Medical Center, LLC d/b/a Trident Medical Center (SC-18-37)
9330 Medical Plaza Drive
Charleston, SC 29406
Certificate of Need for the development of a freestanding psychiatric hospital and behavioral health unit with the addition of 43 psychiatric beds and the relocation of 17 psychiatric beds from Trident's main campus for a total of 60 beds.

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Summerville Medical Center (SC-19-88)
295 Midland Parkway
Summerville, SC 29485
Certificate of Need application for the establishment of Interventional Radiology Services.

Trident Medical Center, LLC d/b/a Trident Medical Center (SC-19-116)
9330 Medical Plaza Drive
Charleston, SC 29406
Certificate of Need for the addition of six acute care beds

Summerville Medical Center (SC-21-24)
295 Midland Parkway
Summerville, SC 29485
Certificate of Need for the purchase of a da Vinci Robotic surgical system

Trident Medical Center, LLC d/b/a James Island Emergency
9330 Medical Plaza Drive
Charleston, SC 29406
Filed with the South Carolina Department of Health and Environmental Control on April 9, 2018–Certificate of Need application for the construction of a freestanding emergency department to be located in James Island, South Carolina. This project was approved by the Department on September 21, 2018 and is currently pending before the Administrative Law Court.

Summerville Medical Center
295 Midland Parkway
Summerville, SC 29485
Filed with the South Carolina Department of Health and Environmental Control on June 29, 2020–Certificate of Need application for the establishment of diagnostic cardiac catheterization services. This project was denied by the Department on January 25, 2021, and is currently pending before the Administrative Law Court.

Summerville Medical Center
295 Midland Parkway
Summerville, SC 29485
Filed with the South Carolina Department of Health and Environmental Control on August 6, 2020–Certificate of Need application for the conversion of six Level II intermediate care bassinets to Level III intensive care bassinets. This project was approved by the Department on February 22, 2021, and is currently pending before the Administrative Law Court.

(l) **Should the licensee be a subsidiary corporation, provide a diagram of the licensee's relationship to the parent corporation and list the name and address of the parent corporation as well as the corporation which has ultimate control. In addition, please provide the name and mailing address**

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of all persons and/or legal entities having ownership interest of 5 percent or more or any person with any agreement, contract, option, arrangement, or intent to acquire ownership interest of 5 percent or more, of all corporations in the corporate organizational structure which have ultimate control of the licensee.

HCA Healthcare, Inc.
(a Delaware Corporation)
One Park Plaza
Nashville, TN 37203
⬇**100%**

HCA Inc.
(a Delaware Corporation)
One Park Plaza
Nashville, TN 37203
⬇**100%**

Healthtrust, Inc. – The Hospital Company
(a Delaware Corporation)
One Park Plaza
Nashville, TN 37203
⬇**100%**

AC Med, LLC
(a Delaware Corporation)
One Park Plaza
Nashville, TN 37203
⬇**100%**

LICENSEE:
Trident Medical Center, LLC
(a Delaware LLC, qualified in South Carolina)
Principal Office Address: One Park Place
Nashville, TN 37203

(9) Provide documentation that the applicant has sought cooperative agreements such as transfer agreements with other facilities, as applicable.

Trident Medical Center has transfer agreements with a number of facilities, which are listed below.

Charleston Surgery Center
Coliseum Medical Center
Colleton Medical Center

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Eastside Medical Center
Elms Endoscopy Center
Fairview Park Hospital
Fetter Health Care Network, Inc.
Johns Island Rehabilitation and Healthcare Center
Lowcountry Outpatient Surgery Center, LLC
Medical University Hospital Authority MUSC
Palmetto Oakbrook Operating, LLC
RAI Care Centers of South Carolina I, LLC
Redmond Park Hospital
Riverside Rehabilitation and Healthcare Center
Summerville Endoscopy Center, LLC
The Regional Medical Center of Orangeburg/Calhoun Counties
The Village of Summerville/Presbyterian Community
SC DHEC (Emergency Preparedness-Mutual Aid Agreement-Patient Transfers)

(10) **Indicate the means by which a person will have access to the facility's services (i.e. physician referral, self-admission, etc.). Identify the specific facilities or agencies the applicant expects to receive referrals from (i.e. hospitals, home health agencies, etc.). Describe any limitations placed on admission.**

Admissions to Trident are based on referral by physicians credentialed to be on the Medical Staff by Trident's Credentialing Committee, Medical Executive Committee, and Board of Trustees. Trident serves all patients in need of care, within the hospital's scope of care, regardless of race, creed, color, sex, handicap, or national origin or source of payment. No person requiring emergency treatment will be denied admission, regardless of ability to pay.

See also responses to (1) of Part C Programmatic Documents of this application.

(11) **Demonstrate that the proposed project is needed or projected as necessary to meet an identified need of the public. This shall address at a minimum: identification of the target population; the degree of unmet need; projected utilization of the proposed facility or service; utilization of existing facilities and services; past utilization of existing similar services within the facility; and justification that the proposed project will not unnecessarily duplicate existing entities. The applicant must show all assumptions, data sources, and methodologies used. The applicant must use population statistics consistent with those generated by the State Demographer, State Budget and Control Board.**

The target population for the proposed project is Trident's current service area, which encompasses the tri-county area of Charleston, Berkeley, and Dorchester Counties. South Carolina Revenue and Fiscal Affairs estimated the tri-county service area population to be 818,145 persons as of 2020. As demonstrated in the table below, population is

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expected to increase by 9.4% between 2020 and 2025 and by an astounding 18.8% between 2020 and 2030.

Population Projections					
County	**2020**	**2025**	**%Change**	**2030**	**% Change**
Berkeley	232,400	261,625	**12.6%**	293,125	**26.1%**
Charleston	418,965	450,895	**7.6%**	480,890	**14.8%**
Dorchester	166,780	182,255	**9.3%**	198,030	**18.7%**
Total	**818,145**	**894,775**	**9.4%**	**972,045**	**18.8%**

Source: SC Revenue & Fiscal Affairs

The 65+ population is projected to experience tremendous growth over this same time period as well. The overall service area is projected to realize 28.8% growth in this age cohort by 2025 and 54% by 2030. The 65+ population are heavy consumers of health care services, and the growth in this demographic will significantly increase the need for additional inpatient and outpatient surgical capacity.

65+ Population Projections					
County	**2020**	**2025**	**%Change**	**2030**	**% Change**
Berkeley	34,190	44,075	**28.9%**	54,435	**59.2%**
Charleston	73,195	89,725	**22.6%**	104,950	**43.4%**
Dorchester	23,870	31,715	**32.9%**	38,610	**61.8%**
Total	**128,555**	**165,515**	**28.8%**	**197,995**	**54%**

Source: SC Revenue and Fiscal Affairs

With 321 inpatient med/surg beds, Trident is the largest hospital in the north Charleston, Berkeley, and Dorchester counties region and the only hospital providing tertiary care. Trident operates a Level II trauma center and has a very busy ED. In fact, Trident's hospital campus ED had 52,821 true emergency visits in 2019, and 13,816 of its ED visits led to inpatient admissions. Trident's freestanding EDs, Monck's Corner Medical Center and Center Pointe, had a combined 13,850 true emergency visits and 913 inpatient admissions as well.

Prior to the pandemic, Trident's OR volumes were approaching 9,000 surgeries annually. However, as demonstrated in the table below, the Covid-19 pandemic affected Trident's surgical utilization, just as it did all providers, because elective procedures were suspended and postponed to ensure that hospital beds could be used for Covid patients and that otherwise healthy surgical patients would not contract the virus.

Trident Medical Center Surgical Utilization		
	2019	**2020**
Inpatient Surgeries	4,364	3,875
Outpatient	4,397	3,922

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Surgeries		
Total Surgeries	**8,761**	**7,797**

Source: Joint Annual Reports and Internal Data

Surgical utilization has increased over the first six months of 2021, and Trident believes this upward trend will continue.

Trident Medical Center
Surgical Utilization
January – June, 2021

	Jan.	Feb.	Mar.	April	May	June	Total	% Change
Inpatient Surgeries	295	274	306	279	327	314	1795	6.44%
Outpatient Surgeries	326	289	394	365	351	380	2105	16.6%
Total Surgeries	621	563	700	644	678	694	3900	11.8%

Source: Internal Data

Even if utilization remains constant over the remainder of 2021, Trident will be on track to equal 2020 utilization volumes; however, Trident believes that with final FDA approval of the vaccines, the vaccination rate in the population will increase. Consequently, individuals who may have been postponing needed but elective surgeries will be encouraged to schedule those procedures before year's end, leading to continued increased surgical utilization.

The table below applies the average rate of increase for inpatient and outpatient procedures between January 2021 and June 2021 to project the number of procedures expected to be performed between July 2021 and December 2021. Based upon these projections, Trident expects to be close to 2019 pre-pandemic levels by the end of the year with 8,385 surgeries. Trident should easily achieve, and likely surpass 2019 utilization, by year-end 2022.

Trident Medical Center

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Projected Utilization July – December, 2021								
	July	**Aug.**	**Sept.**	**Oct.**	**Nov.**	**Dec.**	**Total**	**2021 Ann.**
Inpatient Surgeries	318	322	326	330	334	338	1,968	
Outpatient Surgeries	391	402	413	425	437	449	2,517	
Total Surgeries	709	724	739	755	771	787	4,485	8,385

The significant projected population growth in the service area, particularly among those age 65 and over, in conjunction with Trident's busy ED and trauma center, will continue to drive utilization. Perhaps more importantly, however, over the last 12 – 18 months, Trident has recruited 12 additional surgeons in the fields of orthopedics, neurosurgery, oncology, vascular, and urology. As such, Trident will need additional OR capacity to meet the caseloads for these additional surgeons, as well as the needs of a rapidly growing community. For these reasons, Trident is applying for additional ORs now to ensure that it has the necessary capacity to meet the needs of its patient population as the state emerges out of the pandemic and into the future.

Trident has assumed that it will return to 2019's pre-pandemic utilization of 8,700 annual surgeries by the year 2022. With the waning effects of Covid, physician recruitment, and growth in the service area, Trident reasonably expects to add 900 surgical cases in year one of operations, after which Trident has assumed only marginal, incremental increases in utilization, as demonstrated in the table below.

Trident Medical Center Projected Utilization				
	2022	**2023**	**2024**	**2025**
Inpatient Surgeries	4,300	4,600	4,630	4,668
Outpatient Surgeries	4,400	5,000	5,060	5,131
Total Surgeries	**8,700**	**9,600**	**9,690**	**9,799**

The anticipated organic growth in surgical utilization created by the recruitment of 12 additional surgeons, along with robust growth in the service area population, requires that Trident act now to ensure it has the OR capacity to meet the needs of its patients.

Also, at more than 600 square feet each, the proposed 3 additional ORs will be larger than Trident's current OR suites, allowing Trident to accommodate the equipment and staff needed to perform increasingly complex procedures. Currently, many of Trident's ORs are undersized and not ideally suited to the complex surgical cases being performed. Trident anticipates these new, larger ORs will be used for vascular surgeries; spinal

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fusions; general robotic surgeries; neurological, skull-based surgeries; gynecological oncology procedures; prostatectomies; and nephrectomies. The larger surgical suites will ensure that Trident surgeons and clinical staff have the necessary space to ensure patient safety and provide an improved experience for patients and staff.

As the only tertiary care provider and the only Level II trauma center in the service area, Trident must contend with an array of complicated and often time-consuming surgical procedures. More surgeons performing more complex procedures equates to increased difficulty scheduling OR time during peak utilization periods. The challenge of blocking OR time is further complicated by the dedication of two ORs for open heart procedures and another for trauma.

Trident does not believe that its proposed OR addition will substantially impact other providers, as it is designed to meet the anticipated needs of Trident's current patient population and the organic growth generated by its surgical staff including the recruitment of the new surgeons referenced above. Trident's sister facility, Summerville Medical Center ("Summerville"), operates a 124-bed hospital, serving Dorchester County, and Roper St. Francis Hospital – Berkeley ("Roper Berkeley") operates a 50-bed hospital, serving Berkeley County. Both Summerville and Roper Berkeley are community hospitals and do not offer the range of specialty services offered at Trident, which is, again, the area's only trauma center and only tertiary care provider.

Trident is committed to providing its patients a full complement of high-quality surgical services and seeks to proactively take the steps to ensure that it maintains the necessary capacity to care for its patients for the foreseeable future. While there are no specific requirements in the *2020 South Carolina Health Plan* for the addition of ORs, this project reflects the goals and purposes of the CON Act. It meets Trident's institutional need for additional surgical services capacity as well as the future needs of the community, thereby increasing access to services without unnecessary duplication.

Supporting documentation attached hereto at **Exhibit B-11**

(12) **Discuss alternative facilities and/or services considered including the advantages and disadvantages of each alternative. Include a statement as to why this project alternative was adopted.**

Trident Medical considered the following alternatives in connection with the proposed project:

1. Maintain the Status Quo.

   This alternative is not a viable or reasonable option for Trident Medical because it would not provide Trident Medical with sufficient OR capacity to accommodate the expected growth in Berkeley, Charleston and Dorchester Counties and the organic growth generated by surgeons practicing at Trident, including the 12

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newly recruited surgeons. The utilization projections presented in the previous section document the increase in volume that Trident Medical expects, and this proposed project would accommodate that volume.

2. Add three (3) operating rooms:

Accepted for the reasons set forth in B(2) and B(11).

(13) Discuss any serious problems, such as costs, availability, or accessibility in obtaining care of the type proposed, experienced by patients in the absence of this project.

Trident's mission is to deliver high quality, cost effective health care to residents of Charleston and surrounding counties through ongoing investments in needed facilities and services. This proposal for Trident will support this mission by ensuring that the surgical services will be readily available and easily accessible to residents of its service area. *See* also B-11 and B-12 above.

Without the additional operating rooms, Trident Medical would have insufficient capacity to serve the growing demand for inpatient and outpatient surgeries in a timely fashion. The additional operating rooms will ensure that Trident Medical can meet this demand as its surgical volume and service lines continue to increase and expand.

See also B(2), B(11) and B(12) above.

(14) Where a project affects an increase or decrease in bed capacity, provide annual occupancy rates for the facility based on licensed beds, for the past three years by category (i.e. general acute, psychiatric, obstetric, nursing home, etc.).

Not applicable.

(15) Identify the method of financing the cost of the project, including the start-up costs. Provide documentation that the applicant can obtain such financing. Alternative sources and/or methods of financing must be identified and the method chosen demonstrated to be the most feasible option.

Trident will fund the proposed project from current operating capital. Documentation of the availability of funds is attached at **Exhibit B-15**.

(16) For an addition to an existing facility or service, provide a current annual budget and at least a three fiscal year projected budget for both the overall facility and the proposed project. The projections must be developed by an accountant. For a new facility or service, provide a projected annual budget for not less than three fiscal years following the completion of the proposed project. The projections must be attested to by an accountant. These budgets must at a minimum include how proposed charges, proposed cost of service, utilization, depreciation, reimbursement

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rates and contractual adjustments were calculated. Any assumptions made in the application must be specifically noted shown.

See **Exhibit B-16** attached hereto for the pro formas. Verification of the reasonableness of these is included with **Exhibit B-16**.

(17) **Provide a list of proposed charges for the project. The charges provided may be used for comparison with the average charges in the final completion report as required in Section 607.3.b.**

See a listing of Trident's charges for the related services at **Exhibit B-17**.

Top 5 OR Charges

Description	CPT	IP Charge	OP Charge
Laminectomy	63047		$73,756
Spinal Fusion - Cervical	22551		$144,341
Anterior/Posterior Spinal Fusion	DRG 455	$329,420	
Craniotomy & Endovas IC PX W MCC	DRG 025	$350,042	
Craniotomy w Device W MCC	DRG 023	$408,386	

(18) **Document that the proposed project is economically feasible, both immediately and long-term. In the case of existing facilities, what impact will the proposed project have on patient charges and cost per unit of service?**

The budgets attached hereto at **Exhibit B-16** demonstrate the economic feasibility of the proposed project. There are no increases to patient charges as a direct result of this project. Charges are established annually based on projections and the budget process.

(19) **State how the project will foster cost containment and improve quality of care through the promotion of such services as ambulatory and home health care, preventive health care, promotion of shared services, economies of scale, and design and construction economies.**

Increasing Trident's operating room capacity will provide Trident Medical the flexibility to meet current and future demands for surgical services and ensure that the residents of its service area continue to have access to the highest quality of care. The addition of 3 larger ORs, each 600+ square feet in size, will allow Trident to better accommodate the more complex surgical procedures increasingly being performed, providing better efficiency, safety, and an enhanced patient experience. Trident is the only tertiary care provider and the only Level II trauma center in the north Charleston, Berkeley, and Dorchester Counties area. As such Trident must accommodate an array of complex and

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often time-consuming procedures. As Trident recruits new physicians, offering specialized surgical services, the expansion of its Surgery Department will ensure it has the capacity and capability to continue to provide cutting-edge, high-quality health care.

As a subsidiary of Hospital Corporation of America, Inc. (HCA), Trident Medical can achieve economies of scale and efficiencies in the construction and the ultimate operation of the expanded facility. HCA also has a Design, Construction, and Equipment Planning Department that has significant resources to streamline the architectural planning, construction bidding, and project management processes.

HCA also offers a broad resource base of administrative, financial, and technical expertise in hospital operations as well as centralized purchasing, distribution, payroll, billing, collections, employee benefits, regulatory compliance, quality resources, and IT support. These shared services and programs result in real and ongoing economies of operations for all of the hospitals in the system, including Trident Medical. The common bond among hospital personnel from the HCA facilities across the country creates a network of ideas that save costs and improve the quality of care.

(20) In the case of projects involving additional long-term care beds, discuss how the plans of other agencies, organizations, or programs responsible for providing and financing long-term care have been considered.

Not applicable.

(21) Provide a three-year projected manpower budget in full-time equivalents (FTE's) detailing the existing and proposed nursing, other professional, and non-professional personnel required for the staffing of the new project.

The table below represents the manpower budgets for the first three years for the skill mix categories impacted by the proposed project. The FTEs listed are only for each year identified and are not cumulative from year to year.

	FTEs		
Skill Mix	**Year 1**	**Year 2**	**Year 3**
RN	10.89	11.98	13.34
Tech	5.90	6.49	7.21
Support	1.87	2.05	2.28
TOTAL	18.66	20.52	25.31

(22) Provide the number of existing and proposed medical staff by specialty, to include physicians and dentists employed by, or with admission privileges to, the facility. Include the name of the Chief of the Medical Staff, if available.

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The Chief of the Medical Staff is Matthew Madden, M.D. See **Exhibit B-22** for a list of medical staff by specialty.

(23) Indicate those physicians who have expressed a willingness to utilize the proposed services or to refer patients to the facility for the provision of services.

There is no proposed change in the referral of patients as a result of this project. Trident's staff supports the addition of 3 ORs. Physician support letters are attached hereto at **Exhibit B-23**. Additional letters of support will be forwarded to the Department as received.

(24) Discuss the availability of health manpower resources for the provision of the proposed services, including the contemplated program and plan for recruiting and training personnel.

Trident does not anticipate any difficulty in recruiting the number of new personnel required to staff the proposed project. Trident has been very successful in the past in its local recruiting efforts and anticipates continued success in recruiting health professionals to its staff. Trident recognizes the importance of recruiting and training high quality personnel. Staff recruitment is accomplished through traditional recruitment methods such as newspaper and trade journal advertisement, attendance at local job fairs, through contacts with local colleges, universities, nursing programs, and technical programs.

(25) Describe the previous experience of the applicant in the proposed health care field. If the applicant has no prior experience, specify the anticipated sources of technical assistance, either from specific individuals or organizations.

For more than 40 years, Trident Health has continuously strived to meet its original mission to provide quality health care services to residents of Berkeley, Charleston, and Dorchester Counties. Trident Health is a family of hospitals and health care facilities employing approximately 2,600 people with a medical staff of more than 500 physicians. With services from community education to tertiary care, Trident Health has expanded and adapted to deliver comprehensive services to a rapidly growing service area population.

Trident Health's specialty services include an award-winning Heart Center; the South Carolina Institute for Robotic Surgery; the Trident Breast Care Center; Bariatric Surgery Center of Excellence, high-risk OB services through a growing Maternal-Fetal Medicine program, pediatric program, and the Joseph M. Still Burn Clinic, offering services to patients of all ages.

Trident Health has received the following quality awards:

- Core Measures: Joint Commission Top Performer in Key Quality Measures 2010, 2011, 2012, 2013, 2014, 2015 (after 2015)

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- Disease Specific Certification in Advanced Thrombectomy-Capable Stroke Center, Advanced Primary Stroke, Total Joint (Hip & Knee)
- *Get With the Guildelines*® Stroke Gold Plus and Stroke Honor Roll Elite and Type 2 Diabetes Honor Roll (Trident Medical and Summerville Medical)
- *Get With the Guildelines*® Silver Plus Heart Failure and Target Heart Failure Honor Roll (Trident Medical and Summerville Medical)
- HealthGrades: Trident Medical Center one of 50 best vascular surgery facilities (3 years running); 5 star rating for carotid procedures, pacemaker procedures, stroke, sepsis, and patient safety
- American College of Surgeons Verified Trauma Center
- EMS Children's Pediatric Readiness DHEC (Summerville Medical Pediatric ED)
- American College of Cardiology Patient Navigator Program FOCUS MI
- Inter-societal Accreditation Commission Echocardiography – Adult TTE and TEE
- American College of Radiology Breast Imaging Center of Excellence
- American College of Radiology Accreditation in all Imaging modalities
- Accreditation by Metabolic & Bariatric Surgery Accreditation & Quality Improvement Program for Bariatric Surgery (Summerville Medical)
- Accreditation by Undersea & Hyperbaric Medical Society/ Hyperbaric treatment (Trident Medical and Summerville Medical)
- Society of Thoracic Surgeons (STS) three-star rating (highest category) for patient care and outcome in isolated coronary artery bypass heart surgery

As a subsidiary of HCA, Trident has a broad resource base of administrative and technical expertise in hospital operations. Hospital development specialists at HCA's corporate office in Nashville, Tennessee assist with complex business decisions, particularly where new projects are involved. Because of their common bond, hospital personnel from facilities all over the country share useful ideas that save costs and improve the quality of care.

See also B(2) above.

(26) Discuss the impact of the project on the clinical training programs of health professional schools, particularly the extent to which these schools will have access to the services for training.

Trident anticipates providing educational opportunities for individuals enrolled in various training programs at area allied health schools. Trident maintains reciprocal agreements with several local and regional institutions that provide training in the fields of medicine, nursing, and allied health. These affiliations are summarized in the table below.

Educational Affiliations

Contract With	Regarding
American Society of Phlebotomy Technicians, Inc.	Student Rotations-Phlebotomy
Armstrong Atlantic State University	Student Rotations-Medical Laboratory Science
Belmont University	Student Rotations-Pharmacy

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Contract With	Regarding
Berkeley County School District	Student Rotations-Health Science Education
Campbell University Incorporated	Student Affiliations-Pharmacy
Charleston County School District	Student Rotations-Health Science
Charleston Southern University	Student Rotations-Nursing
Dorchester County School District Two	Training for Special Needs Students at SMC
Dorchester District Two	Student Rotations-Health Sciences, Human & Public
Elon University	Student Rotations - Physical Therapy
Georgia Southern University	Student Rotations-Ultrasound Techs
Greenville Technical College	Student Rotations
Institute of Allied Medical Professions	Student Rotations-Echo Students
Lake Area Technical Institute	Student Rotations-Physical Therapist Assistant
Lake Erie College of Osteopathic Medicine	Student Rotations-Osteopathic Medicine
Lander University	Student Rotations-Nursing
Lincoln Memorial University	Student Rotations-Osteopathic Medicine
Marywood University	Student Rotations-Physician Assistant
Medical Careers Institute, ECPI School of Health	Student Rotations-Nursing
Medical University Hospital Authority	Program Affiliated Training Site Agreement
Medical University of SC-College of Health Prof	Comprehensive Agreement - All Programs
Medical University of SC-College of Medicine	All programs other than Family Medicine
Miller-Motte Technical College	Student Rotations-Surgical Tech & Allied Health
Orangeburg Calhoun Technical College	Student Rotations-Allied Health Sciences
PATCH Training School	Student Rotations-Phlebotomy
Saint Louis University, Doisy College of Health Sc	Student Rotations-Occupational/Physical Therapy
Sanford-Brown Institute	Student Rotations
South Carolina State University	Student Rotations-Nursing
South University	Student Rotations
Southwest Missouri Allied Health Education	Student Rotations
Texas Woman's University, School of Occupational	Student Rotations
Trident Technical College	Student Rotations-Nursing and Allied Health
Troy University School of Nursing	Student Rotations
University of Alabama at Birmingham	Student Rotations-Nursing
University of North Texas Health Science Center	Student Rotations-Physical Therapy
University of South Carolina	Student Rotations-Doctor of PT & Communication Sc
University of South Carolina-Aiken	Student Rotation-Nursing
University of South Carolina-College of Nursing	Student Rotations-Nursing
University of Southern California	Student Rotations-Social Work
University of St. Augustine for Health Sciences	Student Rotations-Orthopaedic Physician Assistant
Virginia College-Charleston	Student Rotations-Allied Health
Walden University	Student Rotations-Master of Science in Nursing
Winthrop University	Student Rotations - Human Nutrition

(27) Provide documentation of policies and procedures to assure the quality of healthcare services by addressing patient safety and quality indicators, as applicable. Documents may include, but are not limited to, measures of patient care, patient safety, healthcare-acquired infections and the following of best

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practices established by recognized organizations. Applicable quality standards in the South Carolina Health Plan must be addressed.

Trident has policies and procedures in place that specifically address the above requirements regarding quality of care and patient safety. A summary of these policies and procedures includes:

Patient Safety
Trident provides education to all employees regarding nationally recognized patient goals (created by The Joint Commission), and employees are expected to know the safety goals applicable to the care they provide to patients. For example, surgical personnel are expected to know and implement policies designed to verify that each patient presenting in the operating room is the right patient receiving the right procedure on the right site.
Patient Identification
Trident uses at least two patient identifiers when providing care, treatment, or services. Staff is expected to ask every patient prior to rendering service/treatment to state his or her name and date of birth or other unique identifier to compare to the patient's armband, chart, or physician's order.

Improving Communication
Trident has policies in place to improve the timeliness of report and receipt of critical tests results. The notification process for critical test result should not exceed 60 minutes. Trident, through its affiliation with HCA, is continuously upgrading information systems to enhance the speed and accuracy of communications among caregivers.

Safety of Infusion Pumps and Clinical Alarm Systems
Trident has a system of routine inspection and preventive maintenance on infusion pumps and clinical alarm systems to ensure that they are operating effectively at all times.

Infection Control and Prevention
Trident has an Infection Control Program in place to provide a consistent, coordinated, and continuous approach to reducing the risk of health care associated infections and to comply with the current Centers for Disease Control hand hygiene guidelines.

High Alert Medications
A list of high alert medication has been established for Trident. Sources used to determine high alert medications include, but not limited to, the Institute of Safe Medication Practice, The Joint Commission, and trended internal data. Safety strategies are established for all high alert medications. Safety strategies may include, but not limited to, independent verification, bar-coding, special storage requirements, and electronic warnings. Safety strategies used are based on the drug-specific error potential.

Eliminating Wrong Site, Wrong Patient and Wrong Procedure Surgeries
Trident follows The Joint Commission's Standard: "Universal Protocol™". This involves a Pre-procedure Verification Checklist, Marking of the Surgical Site and a Time-out prior

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to the procedure. The pre-procedure verification is an ongoing process that involves verification of the correct patient, procedure, surgical site at the time the surgery/procedure is scheduled, at the time of preadmission testing and assessment, at the time of admission or entry into the facility, and before the patient leaves the pre-operative area or enters the procedure/surgical room. Surgical site marking is performed by the LIP performing the procedure with the patient's involvement. The Time-out is included in the Surgical Safety Checklist, originally created by the World Health Organization and adopted by the South Carolina Hospital Association. All of these steps are performed to assist in eliminating wrong site, wrong patient, and wrong procedure.

Quality Initiatives

The South Atlantic Division of HCA continually strives to provide excellent quality care in a safe environment. HCA is involved in the following state and national healthcare quality initiatives:

- JCAHO and CMS Healthcare Quality Alliance
- Leapfrog Group and National Quality Forum Safe Practices
- Institute for Healthcare Improvement
- Agency for Healthcare Administration

Core Measures

- Acute Myocardial Infarction
- Congestive Heart Failure
- Pneumonia
- Surgical Infection Prevention/Surgical Care Improvement Project (SCIP)

Within each hospital, HCA utilizes a healthcare team to make improvements in the following areas:

- Patient Safety
- Pain Management
- Patient Flow Efficiency throughout the Hospital System

Multiple areas are monitored to evaluate processes and outcomes. Some examples include:

- Hand washing
- Restraints
- Patient Safety Goals
- Resuscitation Practices and Outcomes
- Perinatal Safety
- Appropriateness of Procedures Performed

Patient Safety

HCA South Atlantic employs many ongoing patient safety and quality strategies as part of a dynamic performance improvement program and its facilities have been recognized by The Joint Commission as a Top Performer in Key Quality Measures. Outcomes

include decreased hospital length of stay, decreased patient mortality, and decreased complication rates. Examples of patient safety and quality activities include:

- Participation in a formal Patient Safety Organization (PSO).
- Site specific and enterprise wide evidence based, patient centered, physician led clinical excellence initiatives designed to reduce avoidable clinical variation through transparent review of clinical performance data, analysis and application of best clinical evidence and practices, collaborative dialogue amongst hospital staff, medical staff, and clinical leaders.
  - Including: Acute Myocardial Infarction, Sepsis, Hip & Spine, Stroke, Heart Failure, Pneumonia, Chronic Obstructive Pulmonary Disease (COPD)
- Clinical Safety Improvement Program (CSIP) which implements patient safety initiatives aimed to reduce the number of adverse events reduce patient harm and promote and further develop the patient safety culture.
  - Including: Development and training of High Reliability Organizational expertise, Evidence Based Care management, IV Smart Pump Safety, and Safe Procedural and Surgical Verification.

(28) Provide any additional information that would assist the department in evaluating this project.

Trident's mission is to deliver high quality, cost-effective health care to its community through ongoing investments in needed facilities and services. The additional ORs will enable Trident to meet current and future demands for these critical cardiology services, alleviate difficulties in scheduling procedures in a timely fashion, and ensure that the residents of Trident's service area continue to have timely access to the highest quality of care.

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PART C - PROGRAMMATIC DOCUMENTS

Provide adequate programmatic documents in support of the various elements of the proposed project. These documents will include as appropriate:

(1) An Indigent Care Plan as required by the Board of Health and Environmental Control. It shall address at a minimum, the following:

(a) The existing and proposed admission and treatment policies of the facility or agency with regard to race, sex, creed, national origin, and ability to pay.

Patients will be admitted to Trident Medical Center without regard to race, sex, creed, national origin, or ability to pay. A copy of Trident Health's Patient's Bill of Rights and Responsibilities policy is attached hereto at **Exhibit C-1**.

(b) The proposed admission and treatment policies of the facility or agency with respect to admission and care of indigent patients including those patients unable to pay at the time of admission and those whose benefits expire while in the care of the facility or agency.

The Patient's Bill of Rights and Responsibilities policy assures access to services for all patients regardless of ability to pay. In addition to the Patient's Bill of Rights and Responsibilities policy, Trident Medical has in place HCA's Charity Financial Assistance Policy for Uninsured and Underinsured Patients which is also attached hereto at **Exhibit C-1**. These policies provide for discounted or free care for patients who are uninsured or under-insured.

(c) In existing facilities or agencies, provide the amount, in dollars and percent of gross revenues, that the facility or agency provided in indigent care during the past three fiscal years. NOTE: Indigent care does not include bad debt; contractual adjustments; or care which is reimbursed by a governmental program (Medicare, Medicaid, county indigent program), church, or philanthropic organization.

(All Revs in 1000s)	2018	2019	2020
Charity Care	$152,315	$239,146	$238,584
Charity Care as % of Gross Revenues	3.8%	5.3%	5.3%

(d) Provide the proposed amount of indigent care the facility or agency projects to provide during the existing fiscal year and next fiscal year. This projection should be expressed in both dollars and a percent of gross revenues.

Trident Health System's projected charity and indigent care for the current fiscal year and the next fiscal year are presented in the following table.

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(All Revs in 1000s)	2021	2022
Charity Care	$284,550	$318,696
Charity Care As % of Gross Revenues	5.6%	5.7%

(e) **A discussion of why the above figures are adequate or inadequate for the needs of the community; the need of indigent care within the proposed service area; and any solutions, remedial plans or proposals by the facility or agency to better address the indigent care problem in the service area. Include any initiatives or undertakings the facility or agency has begun to address the indigent care problem in the proposed service area.**

Trident has been a major provider of health services to the Tri-county area for more than 40 years, and it has served patients in need during that period without regard to their ability to pay. Its historical levels of indigent care reflect the needs of the community, and the projected levels of indigent care are based on these historical levels.

(f) **Describe any Board or Advisory Board established to implement or control the indigent problem at the facility or agency. Include the Board's functions, responsibilities, and limitations.**

This provision is not applicable to this project.

(2) **A map of sufficiently large scale to be meaningful, indicating the location of the project site and its geographical area.**

See **Exhibit C-2** attached hereto.

(3) **A plot plan of the project site showing existing buildings, roads, parking areas, walks, service and entrance courts, existing utilities (electricity, telephone, water, railroads, sewer, gas, etc.) and other natural land features necessary for adequate analysis of site conditions.**

Not applicable.

(4) **A legal description of the project site indicating its physical characteristics and existing easements.**

Not applicable.

(5) **A square foot program of spaces and/or equipment elements, and scale drawings describing the existing space and proposed alterations and additions.**

See **Exhibit C-5** attached hereto.

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(6) **Documentation from the appropriate zoning authorities that the proposed site is or can be zoned for the intended use.**

Not applicable. The proposed project will be within Trident Medical's existing facility.

(7) **Documentation from appropriate sources that utilities supplied to the site is adequate for the project to include electricity, gas, water, and sewerage.**

Not applicable. The proposed project will utilized existing utilities.

(8) **Endorsement from the community that the project is desirable. This may include but is not limited to members of the medical community, citizen's groups, governmental elected officials and other health and social service disciplines in the community.**

See letters of support attached hereto at **Exhibit B-23**.

(9) **Documentation that the proposed project has been approved by the health facility's planning committee and governing body.**

See **Exhibit C-9** attached hereto.

(10) **For the facilities or services not licensed by the Department of Health and Environmental Control, provide documentation of coordination and support from the appropriate licensing agency.**

Not applicable.

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PART D - ASSURANCES

(1) That the applicant has or will have fee simple title or such other estate or interest in the site including necessary easements and rights-of-way, sufficient to assure use and possession for the purpose of the construction and operation of facility.

(2) That approval by the department of the final drawings and specifications, which will be prepared by an architect and/or engineer legally registered under the laws of the State of South Carolina, will be obtained.

(3) That the applicant will submit to the Department for prior approval, changes that substantially alter the scope of work, function, utilities, major items of equipment, safety or cost of the facility during construction.

(4) That the applicant will cause the project to completed in accordance with the Certificate of Need Application.

(5) That the applicant will cause the project to be completed in accordance with approved plans and specifications by maintaining competent and adequate architectural and engineering services throughout the construction administration phase of the project. That, at the completion of the project, the architect of record shall be required to issue a statement that to the best of his knowledge and belief, based upon available records, supplemental documents and periodic observation of the work, the project was constructed according to those documents approved by the Department.

(6) That the facility will be operated and maintained in accordance with the standards prescribed by law and regulations for the maintenance and operation of such facilities.

(7) That the applicant understands that the Certificate of Need shall become void at the end of the specified time period from the date of issuance unless otherwise extended under Chapter 6 of these regulations.

(8) That the Department or its authorized representatives may at any time during the course of construction and upon the completion of the project make an on-site inspection of the construction and equipment to check for compliance of the construction in accordance with the application for which the Certificate of Need was issued.

(9) That the controlling interest in any health care facility shall not be sold or leased or otherwise disposed of unless the Certificate of Need has been fulfilled.

(10) That the applicant will notify the Department in writing that the contractual agreement has been completed. For a construction project, the letter shall indicate that a construction contract specifying the beginning and completion dates of the project, has been signed by both parties. For services projects, the letter must indicate that equipment purchase orders with estimated delivery dates have been properly negotiated.

(11) That the applicant will notify the Department in writing of the date that a new or expanded service has been implemented, completed or terminated.

(12) That the applicant will provide monthly progress reports and a final completion report which contain the information required by Section 607 of these regulations.

Trident Medical Center assures the Department that, to the extent applicable, it will act in accordance with the above requirements.

Signature Christine Oh

Date 8/25/21

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Exhibit B-1

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PARKER POE ADAMS & BERNSTEIN, LLP
1221 MAIN STREET SUITE 1100
COLUMBIA SC 29201

AFFIDAVIT OF PUBLICATION

The Post and Courier

State of South Carolina
County of Charleston

Personally appeared before me the undersigned advertising clerk of the above indicated newspaper published in the city of Charleston, county and state aforesaid, who, being duly sworn, says that the advertisement of

(copy attached)

appeared in the issues of said newspaper on the following day(s):

08/22/21 Sun PC
08/23/21 Mon PC
08/24/21 Tue PC
08/22/21 Sun CNW
08/23/21 Mon CNW
08/24/21 Tue CNW

at a cost of **$157.66**
Account# **106788**
Order# **1956359**
P.O. Number:

Subscribed and sworn to before me this 24th day of AUG A.D. 2021

advertising clerk

NOTARY PUBLIC, SC
My commission expires

SHELLY DUBERRY NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/24/2023

PUBLIC NOTIFICATION
NOTICE OF APPLICATION FOR CERTIFICATE OF NEED APPROVAL

Notice is hereby given that Trident Medical Center, LLC d/b/a Trident Medical Center intends to submit a Certificate of Need application within the next twenty (20) days to the South Carolina Department of Health and Environmental Control for the addition of three (3) operating rooms and perioperative space and at its hospital located at 9330 Medical Plaza Drive, Charleston, South Carolina. The project capital cost is estimated at $21,200,000.

AD# 1956359

Exhibit B-3

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ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Gresham Smith

August 24, 2021

Sylvia Simmons
Trident Health
9330 Medical Plaza Drive
Charleston, South Carolina 29406

Subject: Projected Construction Cost and Design Fee
Operating Room Addition and PACU Renovation
Trident Medical Center

To whom it may concern:

The construction cost for the above mentioned project is estimated to be $14,304,000.

Based on the above construction cost, the architects and engineers design fee is $1,015,000.

Sincerely,

Robert Hamby, NCARB, AIA, EDAC
Project Executive

HR

Copy Russell Maass - HCA

Genuine Ingenuity

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100
GreshamSmith.com

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HCA
Hospital Corporation of America℠

Report: 12 General Equipment List

Report Time: 08/24/2021 11:18

Report User: George Puente Jr

Report Filters: Facility = DCEE PROJECTS
Project = George Puente - Cams # GP
Budget = TRIDENT OR ADDITION
Department = n/a
Space = n/a

Notes

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Facility: DCEE PROJECTS

Project / Budget: George Puente / TRIDENT OR ADDITION

Facility: DCEE PROJECTS

Project / Budget: George Puente / TRIDENT OR ADDITION

Department: PACU

Space: RECOVERY POSITION

Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
081555	CUBICLE ***BUDGET*** - COST	M0	TBD-TEXTILES	CURTAIN	1		
1000125	OVERBED TABLE, ART-OF-CARE -	M0	HILL ROM COMPANY INC	OBT-636	1		
101030	EXAM/NICU/TRIAGE/PULM. FUNC./PRE-OP/PACU CASEWORK - -	M0	TBD- MODULAR CASEWORK	CSWK34	1		
175545	HAMPER STAND CHROME SQ W FOOT PEDAL (non-medical) - Contract #200 TIER 1 OPERATED METAL LID-COLOR-WHITE- 19 W X 20 D X 38 H- FOUR LID LABELS - BIO HAZARD - SOILED LINEN - INFECTIOUS LINEN-TRASH HPG 200 Tier 1		MEDLINE INDUSTRIES INC.	MDS80529	1		
706524	B450 CARESCAPE MONITOR - EMERGENCY & PACU BAYS -	M0	GE MEDICAL SYSTEMS IT	B450	1		
707331	BLOOD PRESSURE, WALL MOUNTED - ANEROID WITH NYLON CUFF - HPG Contract 199 Tier 1		MEDLINE INDUSTRIES INC.	MDS9400	1		
713798	WASTE-CAN 8 GAL STEP-ON RESIN FRONT - BEIGE* - RUBBERMAID - FOR RIGID LINER USE ITEM - USE 251784		GRAINGER	38UJ64	1		
720989	IV STAND WITH 6 HOOKS & 5 CASTERS - PEDIGO MODEL #: P-1576-6	M0	STORAGE SYSTEMS INC	SSUKIT0163	1		
721218	GUEST CHAIR -	M0	TBD-FURN	ESTIMATE	1		
722635	FLOWMETER, AIR, OHIO DIAMOND ADAPTER - 1-15 L/MIN AIR WITH O2 DISS FITTING, TUBING NIPPLE NUT & GLANDHPG 1159 TIER 1		OHIO MEDICAL	7701-1264-921	1		
722651	FLOWMETER, O2, 15 LPM, OHIO DIAMOND ADAPTER, TUBING NIPPLE - 1-15 LPM - WITH O2 DISS FITTING- TUBING NIPPLE NUT & GLAND- (FM, O(ODS), DIA, N&G) HPG 1159 TIER 1		OHIO MEDICAL	7701-1260-921	1		
722684	SUCTION REGULATOR. PUSH-TO-SET INTERMITTENT/CONTINUOUS - WITH A OVERFLOW SAFETY TRAP - DIAMOND ADAPTER HPG 1159 TIER 1		OHIO MEDICAL	8701-1251-908	1		
724514	IV PUMP CONTROLLER - COST INCLUDES GUARDRAILS SOFTWARE	M0	CAREFUSION SOLUTIONS	8015 BD W/LICENSE	1		

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Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
724515	IV PUMP MODULE - PRICE INCLUDES GUARDRAILS SOFTWARE	M0	CAREFUSION SOLUTIONS	8100 BD W/LICENSE	2		
725206	PCA PUMP MODULE; #8120 - - $2,521; GAURDRAILS SOFTWARE $207 (REQUIRED 8015 IV PUMP CONTROLLER TO BE PURCHASED SEPARATELY) HOSPITAL TO PURCHASE	M0	CAREFUSION SOLUTIONS	8120 W/SOFTWARE	1		
754211	STRETCHER- PACU/OR - STANDARDIZED - RADIOLUCENT SURFACE; 700 LBS. CAPACITY; 30" WIDTH; ACCUMAX MATTRESS; O2 TANK HOLDER; IV POLE AT HEAD & FOOT; HYDRAULIC PEDLS ON SIDES & FOOT; 4SIDED BRAKE/STEER		HILL ROM COMPANY INC	P8000	1		

Total for Space: RECOVERY POSITION

Total Budget For Each Occurrence Of This Type Space:

Occurrences of This Type Space Included in the Budget Totaling:

198

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Total for Department: PACU	Totals: -

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Department: SURGERY
Space: ANESTHESIA WORK ROOM

Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
000304	GLIDESCOPE SYSTEM - MOBILE STAND SETUP-BASKET-PORTABLE MONITOR-COBALT 3-4 VIDEO BATON		VERATHON MEDICAL	QUOTE	1		
000405	BLANKETROL III -HYPER HYPOTHERMIA SYS 233-115V* GET QUOTE - UNIT THERAPEUTIC 17X17X37.5IN - 800W - 122LB - HPG CONTRACT 500281 add Items 717109 - 717110 and 000399 to complete system		GENTHERM MEDICAL	86107	2		
073476	STOOL, CRITERION MIDBACK - PNEUMATIC HEIGHT VINYL UPHOLSTRY STANDARD FINISH	M0	TBD-FURN	4537300S	1		
100954	REFRIGERATOR, UNDERCOUNTER MEDS, 5.5 CU.FT., SOLID DOOR - quote chase.riley@thermofisher.com NO PYXIS BRACKET NEEDED - RIGHT HINGE ONLY HPG 4516 TIER 1		FISHER HEALTHCARE -email jennifer.barrientos@thermofisher.com	TSG505SA	1		
101024	SUB STERILE/STERILE STOR/ANESTH. WORKROOM CASEWORK - -	M0	TBD- MODULAR CASEWORK	CSWK28	1		
706526	B450 CARESCAPE MONITOR - TRANSPORT WIRELESS - -	M0	GE MEDICAL SYSTEMS IT	B450 TRANSPORT	2		
713798	WASTE-CAN 8 GAL STEP-ON RESIN FRONT - BEIGE* - RUBBERMAID - FOR RIGID LINER USE ITEM - USE 251784		GRAINGER	38UJ64	1		
726448	CART, DIFFICULT INTUBATION - INTUBATION, BEIGE SHELL AND SLATE BLUE DRAWERS. DRAWER CONF: 3" (4), 6" (1), 12" (1) (MANF. ARMSTRONG; #ABL-SB-5)	M0	STORAGE SYSTEMS INC	SSUKIT1634	2		
727503	ULTRASOUND, VENUE - PORTABLE ULTRASOUND		GE MEDICAL SYSTEMS - Ultrasound & Primary Care Diag	H8049KV	1		

Total for Space: ANESTHESIA WORK ROOM

Total Budget For Each Occurrence Of This Type Space:

1 Occurrences of This Type Space Included in the Budget Totaling:

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Department: SURGERY
Space: C-ARM

Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
101034	C-ARM, ELITE ESP CFD SUPER C 21CM II #S7004ME -		GE HEALTHCARE - OEC MEDICAL SYSTEMS INC	QUOTE	1		
251829	Velcro Lead Apron Medium Navy -		KELLEY X-RAY CO. INC.	45300M	1		
729922	APRON RACK WALL-MOUNTED- 4-PEG - APRONS - 3"W X 19 1/2"L -RPSV02468093		ALIMED INC (ACCT. #7093552 INCLUDE ON PO)	9-662	1		

Total for Space: C-ARM

Total Budget For Each Occurrence Of This Type Space:

Occurrences of This Type Space Included in the Budget Totaling:

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Department: SURGERY

Space: NEPTUNE FLUID MANAGEMENT SYSTEM

Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
719672	NEPTUNE 2 DOCKING STATION, 120V - ELEC: 120/60/1., 3 AMP. DIM(hwd): 16x23x23". REQUIRES: drain, hot & cold water supply. HPG 899 TIER 1		STRYKER INSTRUMENTS- NET 30 ON POs	0702-014-000	1		
726766	NEPTUNE 3 ROVER. 120V - DIMENSIONS: 70"H X 19"W X 23"D, ELECTRICAL: 120V/60HZ/1P/12 AMPS HPG 899 TIER 1		STRYKER INSTRUMENTS- NET 30 ON POs	0703-001-000	2		

Total for Space: NEPTUNE FLUID MANAGEMENT SYSTEM

Total Budget For Each Occurrence Of This Type Space:

1 Occurrences of This Type Space Included in the Budget Totaling:

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Department: SURGERY
Space: NURSES STATION

Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
073499	TASK CHAIR WITH ARMS -	M0	TBD-FURN	ESTIMATE	3		
100066	LIFEPAK 20E DEFIBRILLATOR **FORMAL QUOTE NEEDED - STANDARD PACKAGE		STRYKER - PHYSIO CONTROL- NET 30 ON POs	QUOTE	1		
100998	NURSE STATION BACK WALL CASEWORK - -		TBD- MODULAR CASEWORK	CSWK02	1		
101015	NURSE STATION/RECEPTION CASEWORK - -	M0	TBD- MODULAR CASEWORK	CSWK19	1		
713798	WASTE-CAN 8 GAL STEP-ON RESIN FRONT - BEIGE* - RUBBERMAID - FOR RIGID LINER USE ITEM - USE 251784		GRAINGER	38UJ64	3		
715617	SUCTION UNIT - DUET - INCLUDES BOTH BATTERY AND PLUG-IN - 17"L x 9"H x 6"W; 10.5 lbs - OPERATION-MEETS AHA RECOMMENDATIONS		ARMSTRONG MEDICAL IND	AE-6975	1		
721095	KERMA IS NOT ABLE TO QUOTE***INTUBATION EQUIPMENT**NEED FORMAL QUOTE - QUOTE - BUDGET ONLY!!** INCLUDES: LARYNGOSCOPE HANDLES, BLADES & MCGILL FORCEPTS. (RAUSCH)		KERMA MEDICAL PRODUCTS INC	QUOTE	1		
726424	ER CART, ALUMINUM - RED. INCLUDES: CARDIAC BACK BOARD; O2 TANK BRACKET; IV POLES; TUBULAR RAILING; DIMENSIONS: 45 1/2"H X 25"D X 32 3/4"W (MANF. ARMSTRONG) COLOR - RED		STORAGE SYSTEMS INC	SSUKIT1610 R	1		

Total for Space: NURSES STATION

Total Budget For Each Occurrence Of This Type Space:

1 Occurrences of This Type Space Included in the Budget Totaling:

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Department: SURGERY
Space: OR - GENERAL

Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
061419	CART, ANESTHESIA, 6-DRAWER - SEE NOTES FOR LIST OF ACCESSORIES	M0	STORAGE SYSTEMS INC	UTGKU-333369-DKB	1		
100621	FILM ILLUMINATOR, 2-PANEL SURFACE OR RECESS MOUNT - *Use Item 100841 for Recess Kit 21702 - ORDER # 722017 FOR MOBILE STAND TECHNO AIDE TRIMLINE BASIC - Pricing good through 2021 per Kayla		KELLEY X-RAY CO. INC.	29502	1		
100725	CACTUS PHARMA LOCK OR UNIT - USE 100726 FOR MOUNTING BRACKET HPG 31138 TIER 1		STRYKER INSTRUMENTS- NET 30 ON POs	0085-002-001	1		
100726	CACTUS PHARMA LOCK OR HARDWARE SET - HANGING BRACKET FOR USE WITH 100725 31138 TIER 1		STRYKER INSTRUMENTS- NET 30 ON POs	0085-008-000	1		
101404	ANESTHESIA MACHINE; AISYS - W/ VAPORIZERS - REQUIRES QUOTE		GE HEALTHCARE DATEX-OHMEDA	1011-9000-00	1		
100101	INTUBATION EQUIPMENT - QUOTED/ACQUIRED BY FACILITY - BUDGET ONLY - LARYNGOSCOPE HANDLES, BLADES, FORECEPS	M0	Local Vendor (NOCC)	QUOTE	1		
175545	HAMPER STAND CHROME SQ W FOOT PEDAL (non-medical) - Contract #200 TIER 1 OPERATED METAL LID-COLOR-WHITE- 19 W X 20 D X 38 H- FOUR LID LABELS - BIO HAZARD - SOILED LINEN - INFECTIOUS LINEN-TRASH HPG 200 Tier 1		MEDLINE INDUSTRIES INC.	MDS80529	2		
706527	B850 CARESCAPE MONITOR - HIGH ACUITY OR - -	M0	GE MEDICAL SYSTEMS IT	B850	1		
715642	STOOL EXAM WITHOUT BACK- SOFT CASTERS* - *SELECT VINYL COLOR- BLACK - ALABASTER- PALM- MOSS- PEARL- PLUM, SHADOW- VIOLET- DUSTY BLUE- GRAY, NAVY, BRITISH TAN, NO BACK-FLAT TOP ALUMINUM BASE WITH BLACK TOE CAPS- D RING HEIGHT ADJ 17 IN - 22 IN FROM FLOOR	M0	TBD-FURN	972-SW	2		
716036	SURGICAL INSTRUMENTS ALLOWANCE PER OPERATING ROOM - QUOTE	M0	CAREFUSION - V.MUELLER	SUR INSTR	1		

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Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
716114	PHYSICIANS STOOL SOFT CASTERS REMOVABLE BACK* - *SELECT VINYL COLOR- BLACK - ALABASTER- PALM- MOSS- PEARL- PLUM, SHADOW- VIOLET- DUSTY BLUE- GRAY, NAVY, BRITISH TAN- FLAT TOP ALUMINUM BASE With BLACK TOE CAPS - "D" RING HAND HEIGHT ADJ 19"-26" FROM FLOOR	M0	TBD-FURN	972-B-7- SW	1		
717638	KICK BUCKET - #PED1020SS SS, MOBILE (4) SWIVEL CASTERS 13 1/2"D X 14"H	M0	STORAGE SYSTEMS INC	SSUKIT0170	2		
717639	SOLUTION STAND, DOUBLE - (2) REMOVABLE 13 1/4"DIA 7QT. SS BASINS; #PEDP1079SS	M0	STORAGE SYSTEMS INC	SSUKIT0153	1		
717642	MAYO STAND 16 X 21 - #PEDP1066SS FOOT OPERATED 16" X 21 1/4" TRAY, ADJUSTABLE HEIGHT 26" TO 62", 2" CASTERS	M0	STORAGE SYSTEMS INC	SSUKIT0171	1		
717645	SOLUTION STAND, SINGLE - SINGLE REMOVABLE 13 1/4" DIA, 14"D X 14" W X 34"H; #PEDP1078SS	M0	STORAGE SYSTEMS INC	SSUKIT0145	1		
717649	TABLE, INSTRUMENT W/ CASTERS 60 X 34 - #PEDSG94SS W/LOWER SHELF, CASTERS 24"W X 60"L X 34"H	M0	STORAGE SYSTEMS INC	SSUKIT0181	1		
717650	TABLE, INSTRUMENT W/ CASTERS 48 X 34 - #PEDSG92SS W/ LOWER SHELF, CASTERS, 24"W X 48"L X 34"H	M0	STORAGE SYSTEMS INC	SSUKIT0180	1		
717654	TABLE, UTILITY - #PEDSG80SS W/SHELF, 1 DRAWER, GUARD RAIL, CASTERS, 16"W X 20"L X 34"H	M0	STORAGE SYSTEMS INC	SSUKIT0202	1		
718257	FOOT STOOL - PEDIGO P-1015; 14"D X 19"L X 6"H, STACKABLE & INTERLOCKING, SLIP RESISTANT TOP	M0	STORAGE SYSTEMS INC	SSUKIT0159	2		
719331	MAYO STAND 20 X 25 - 20" X 25", FOOT PEDAL OPERATED, #P-1065-SS	M0	STORAGE SYSTEMS INC	SSUKIT190	1		
720040	E-BIS-01 MODULE -		GE HEALTHCARE DATEX-OHMEDA	M1127542	1		
720989	IV STAND WITH 6 HOOKS & 5 CASTERS - PEDIGO MODEL #: P-1576-6	M0	STORAGE SYSTEMS INC	SSUKIT0163	2		
722691	O2 HOSE HIGH PRESSURE - 1/4" CONDUCTIVE GREEN OXYGEN HOSE 15' LENGTH ($1.79/FT X 15' = $33.00)		OHIO MEDICAL	6700-1725-800	2		

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Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
722692	VACUUM REGULATOR - HIGHT SURGICAL/FREE-FLOW - MULTI-PURPOSE THERAPY STAND - 90 Degree Tubing Nipple, x2 Slide Brackets, x2 Retaining Clips & Overflow Safety Traps		OHIO MEDICAL	6711-1247-914	5		
722710	VACUUM DIAMOND ADAPTER HOSE BARB 1/4" I.D. HOSE - -		OHIO MEDICAL	AD-OHUV-HB4	5		
724514	IV PUMP CONTROLLER - COST INCLUDES GUARDRAILS SOFTWARE	M0	CAREFUSION SOLUTIONS	8015 BD W/LICENSE	1		
724515	IV PUMP MODULE - PRICE INCLUDES GUARDRAILS SOFTWARE	M0	CAREFUSION SOLUTIONS	8100 BD W/LICENSE	4		
725205	SYRINGE PUMP MODULE - PRICE INCLUDES GUARDRAILS SOFTWARE	M0	CAREFUSION SOLUTIONS	8110 W/LICENSE	1		
725206	PCA PUMP MODULE; #8120 - - $2,521; GAURDRAILS SOFTWARE $207 (REQUIRED 8015 IV PUMP CONTROLLER TO BE PURCHASED SEPARATELY) HOSPITAL TO PURCHASE	M0	CAREFUSION SOLUTIONS	8120 W/SOFTWARE	1		
725241	ELECTROSURGICAL UNIT, FT10* - Valleylab FT10 Energy Platform - Price includes typical accessories - SEE NOTES TAB for whole pkg - Get Quote Note - Replaces the now obsolete FORCETRIAD		COVIDIEN	VLFT10GEN	1		
725242	ELECTROSURGICAL UNIT, CART -		COVIDIEN	FT900	1		
725392	SURGICAL INSTRUMENT - CONTAINERS **** ESTIMATED COST - QTY & SIZE TBD - REQUIRES QUOTE ****	M0	SYMMETRY SURGICAL INC	QUOTE	1		
725393	VIDEO EQUIPMENT - SURGICAL - FOR GENERAL OR - ARTHROSCOPIC - *** BUDGET ONLY - REQUIRES QUOTE ****		STRYKER ENDOSCOPY	QUOTE	1		
725707	BOOM, EQUIPMENT. BERCHTOLD #TP-622-C; SAMPLE - VARIABLE HEIGHT SUSPENSION SYSTEM W/ (1)1300 MM TOP ARM, 900 MM ARTICULATING BOTTOM ARM 224FP. ELECTRIC BRAKES; PLATFORM 3 (7) MED GASES; 1 O2, 1 AIR, 3 VAC, 1 CO2, 1 N2 W/CONTROL PANEL. (4)DOUBLE GROMMET PLATES; 1 DUAL BLACK RJ-45 PLATE; 10 RED DUPLEX	M0	STRYKER COMMUNICATIONS- HPG-4661 Contract 20/60/20	TP-622-C/EQUIP	1		

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Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
726505	WASTE CAN. 23-GAL STEP-ON RED RECTANGULAR PLASTIC -		GRAINGER	6GAK2	1		
727037	SURGICAL TABLE - STERIS 4085 TABLE BATTERY/LINE 110/120 STAINLESS W/TLT PADS. NOTE: ORDER BF219 X-RAY TOP (#727295) SEPARATELY		STERIS-AMSCO PRODUCTS	ST013701	1		
727239	SURGICAL LIGHT, VISUM BLADE LED - DUAL LIGHT HEAD - 1 FPM - STRYKER VISUM #682-000-108LXCAMERA READY SEE MANUFACTURERS SPECIFICATION/ROUGH-IN LITERATURE.	M0	STRYKER COMMUNICATIONS- HPG-4661 Contract 20/60/20	VISUM	1		
727550	WARMER, BLOOD/FLUID - FACILITY USE L-370 DISPOSABLE SET TUBING HPG CONTRACT 500237 TIER 1		SMITHS MEDICAL ASD INC	HL-390	1		
728749	TABLE, SPECIALTY BACK 30"D X 60"W - WITH CANTILEVERED UPPER SHELF. MAIN TABLE: 30"D X 60"W X 34"H. UPPER SHELF; 20"D X 60"W. CASTERS. (PEDIGO)	M0	STORAGE SYSTEMS INC	CDS-3060	1		
729533	TITAN 400 WATT LIGHTSOURCE WITH DIGITAL CONTROL K-CORD - -		SUNOPTIC TECHNOLOGIES	TITANX450ST-K	1		
729535	HEADBAND - GREY DUAL, ADJUST "RCS" HB, ,110MM BLUE RING VAR. SPOT MODULE, SG-0080		SUNOPTIC TECHNOLOGIES	SG35-110-VHB	1		
729536	FLOOR STAND - TITAN, WHITE		SUNOPTIC TECHNOLOGIES	SSL0070T	1		
730145	BILATERAL MONITORING SYSTEM - BILATERAL MONITORING SYSTEM	M0	COVIDIEN	186-1014	1		

Total for Space: OR - GENERAL

Total Budget For Each Occurrence Of This Type Space:

3 Occurrences of This Type Space Included in the Budget Totaling:

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Department: SURGERY

Space: OR INTEGRATION EQUIPMENT

Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
722457	KARL STORZ OR VIDEO INTEGRATION; #OR1-S6 - INCLUDES: INTEGRATION EQUIPMENT *** REQUIRES QUOTE ****	M0	KARL STORZ ENDOSCOPY	OR1-S6	1		
Total for Space: OR INTEGRATION EQUIPMENT						Total Budget For Each Occurrence Of This Type Space:	
						3 Occurrences of This Type Space Included in the Budget Totaling:	

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Department: SURGERY

Space: PATIENT PREP (PER STRETCHER)

Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
081555	CUBICLE ***BUDGET*** - COST	M0	TBD-TEXTILES	CURTAIN	1		
101030	EXAM/NICU/TRIAGE/PULM. FUNC./PRE-OP/PACU CASEWORK - -	M0	TBD- MODULAR CASEWORK	CSWK34	1		
706524	B450 CARESCAPE MONITOR - EMERGENCY & PACU BAYS -	M0	GE MEDICAL SYSTEMS IT	B450	1		
707331	BLOOD PRESSURE, WALL MOUNTED - ANEROID WITH NYLON CUFF - HPG Contract 199 Tier 1		MEDLINE INDUSTRIES INC.	MDS9400	1		
718550	WASTE CONTAINER, STEP-ON, 13-GALLON-BEIGE - - USE RIGID LINER 723581		GRAINGER	38UJ62	1		
721218	GUEST CHAIR -	M0	TBD-FURN	ESTIMATE	1		
722635	FLOWMETER, AIR, OHIO DIAMOND ADAPTER - 1-15 L/MIN AIR WITH O2 DISS FITTING, TUBING NIPPLE NUT & GLANDHPG 1159 TIER 1		OHIO MEDICAL	7701-1264-921	1		
722651	FLOWMETER, O2, 15 LPM, OHIO DIAMOND ADAPTER, TUBING NIPPLE - 1-15 LPM - WITH O2 DISS FITTING- TUBING NIPPLE NUT & GLAND- (FM, O(ODS), DIA, N&G) HPG 1159 TIER 1		OHIO MEDICAL	7701-1260-921	1		
722684	SUCTION REGULATOR. PUSH-TO-SET INTERMITTENT/CONTINUOUS - WITH A OVERFLOW SAFETY TRAP - DIAMOND ADAPTER HPG 1159 TIER 1		OHIO MEDICAL	8701-1251-908	1		
724514	IV PUMP CONTROLLER - COST INCLUDES GUARDRAILS SOFTWARE	M0	CAREFUSION SOLUTIONS	8015 BD W/LICENSE	1		
724515	IV PUMP MODULE - PRICE INCLUDES GUARDRAILS SOFTWARE	M0	CAREFUSION SOLUTIONS	8100 BD W/LICENSE	4		
728554	TABLE, OVERBED ART-OF-CARE - BASE PACKAGE		HILL ROM COMPANY INC	OBT-636	1		
754211	STRETCHER- PACU/OR - STANDARDIZED - RADIOLUCENT SURFACE; 700 LBS. CAPACITY; 30" WIDTH; ACCUMAX MATTRESS; O2 TANK HOLDER; IV POLE AT HEAD & FOOT; HYDRAULIC PEDLS ON SIDES & FOOT; 4SIDED BRAKE/STEER		HILL ROM COMPANY INC	P8000	1		

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Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
Total for Space: PATIENT PREP (PER STRETCHER)						Total Budget For Each Occurrence Of This Type Space:	
						8 Occurrences of This Type Space Included in the Budget Totaling:	

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Department: SURGERY
Space: SOILED UTILITY

Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
101031	WORKROOM/DICTION/SOILED HOLDING/CHARTING CASEWORK - -	M0	TBD- MODULAR CASEWORK	CSWK35	1		
175545	HAMPER STAND CHROME SQ W FOOT PEDAL (non-medical) - Contract #200 TIER 1 OPERATED METAL LID-COLOR-WHITE- 19 W X 20 D X 38 H- FOUR LID LABELS - BIO HAZARD - SOILED LINEN - INFECTIOUS LINEN-TRASH HPG 200 Tier 1		MEDLINE INDUSTRIES INC.	MDS80529	1		
713779	CUBE TRUCK, 20 CU.FT.- 600LBS LOAD CAPACITY, BLACK - WITH 2 SWIVEL 2 RIG CASTERS-OVERALL DIMENSIONS-34 IN W X 49 IN L X 37 IN H - 144 GAL RUBBERMAID 4619 GRAY-USE 10000006 FOR LID		GRAINGER	5Z207	1		
719672	NEPTUNE 2 DOCKING STATION, 120V - ELEC: 120/60/1., 3 AMP. DIM(hwd): 16x23x23". REQUIRES: drain, hot & cold water supply. HPG 899 TIER 1		STRYKER INSTRUMENTS- NET 30 ON POs	0702-014-000	1		
726505	WASTE CAN. 23-GAL STEP-ON RED RECTANGULAR PLASTIC -		GRAINGER	6GAK2	1		

Total for Space: SOILED UTILITY

Total Budget For Each Occurrence Of This Type Space:

Occurrences of This Type Space Included in the Budget Totaling:

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Department: SURGERY
Space: STORAGE

Item	Description	Class	Vendor	Model	Item Qty	Price	Ext'd Price
510346	SHELVING, WIRE 36X18.5 W/ CASTERS (METRO) -	M0	STORAGE SYSTEMS INC	SSUKIT0058	10		
Total for Space: STORAGE						Total Budget For Each Occurrence Of This Type Space:	
						1 Occurrences of This Type Space Included in the Budget Totaling:	

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Total for Department: SURGERY	Totals:

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Grand Totals:

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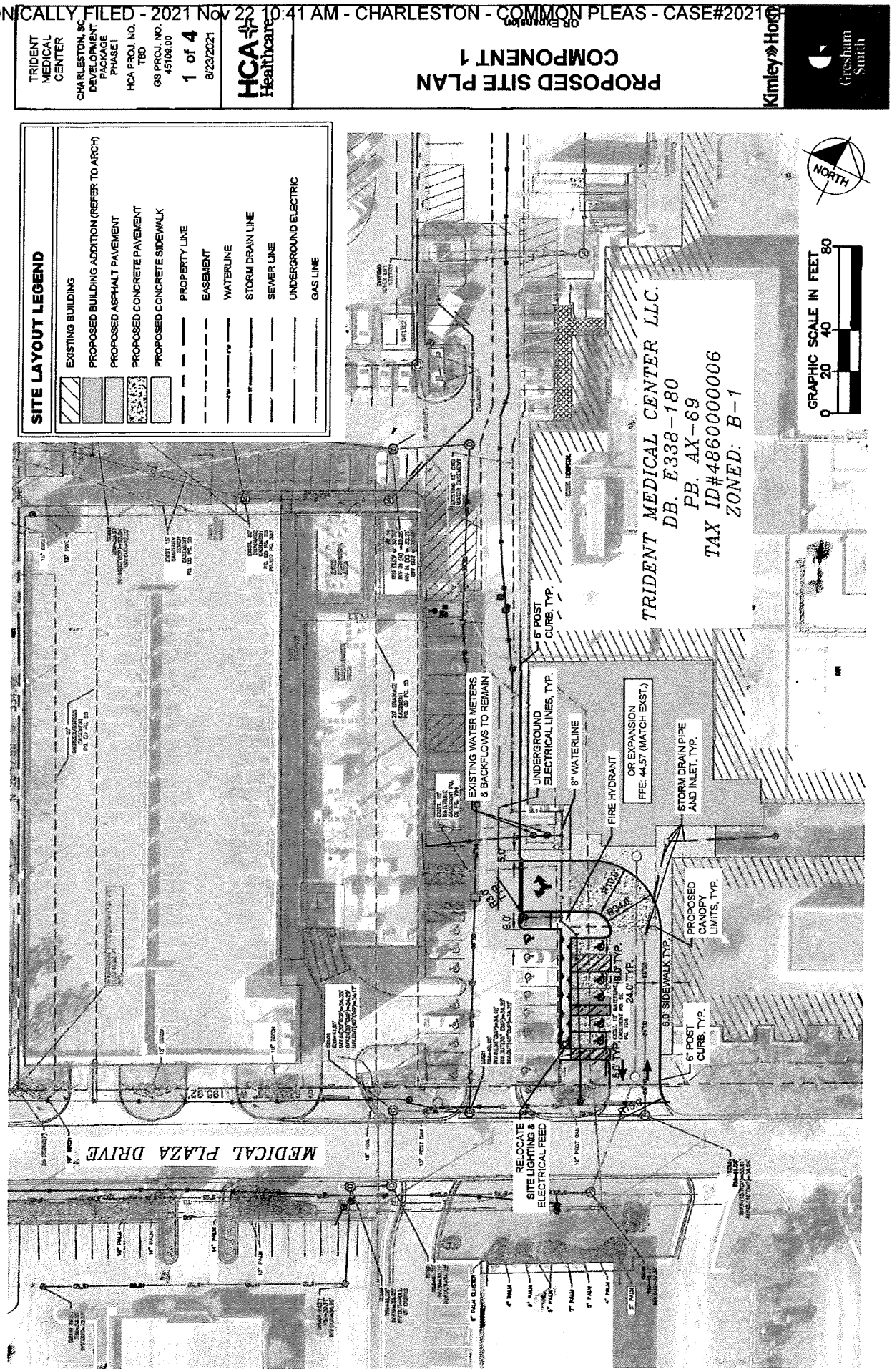
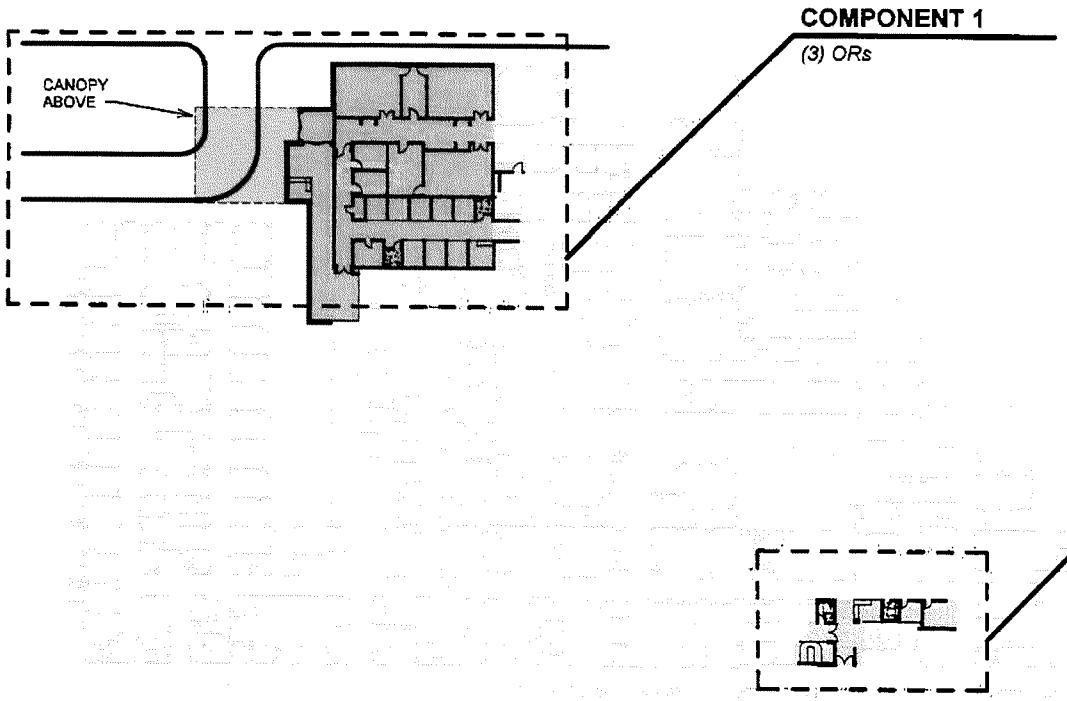
Exhibit B-4


TRIDENT MEDICAL CENTER
CHARLESTON, SC
DEVELOPMENT PACKAGE
PHASE I
HCA PROJ. NO.
TBD
GS PROJ. NO.
45108.00
1 of 4
8/23/2021
HCA Healthcare
PROPOSED SITE PLAN
COMPONENT 1
OR Expansion
Kimley»Horn
Gresham Smith
SITE LAYOUT LEGEND
EXISTING BUILDING
PROPOSED BUILDING ADDITION (REFER TO ARCH)
PROPOSED ASPHALT PAVEMENT
PROPOSED CONCRETE PAVEMENT
PROPOSED CONCRETE SIDEWALK
PROPERTY LINE
EASEMENT
WATERLINE
STORM DRAIN LINE
SEWER LINE
UNDERGROUND ELECTRIC
GAS LINE
NORTH
GRAPHIC SCALE IN FEET
0 20 40 80
TRIDENT MEDICAL CENTER LLC.
DB. E338-180
PB. AX-69
TAX ID#4860000006
ZONED: B-1
MEDICAL PLAZA DRIVE
EXISTING WATER METERS & BACKFLOWS TO REMAIN
UNDERGROUND ELECTRICAL LINES, TYP.
8" WATERLINE
FIRE HYDRANT
OR EXPANSION FFE: 44.57' (MATCH EXST.)
STORM DRAIN PIPE AND INLET, TYP.
PROPOSED CANOPY LIMITS, TYP.
6" POST CURB, TYP.
6.0' SIDEWALK TYP.
24.0' TYP.
18.0' TYP.
5.0' TYP.
RELOCATE SITE LIGHTING & ELECTRICAL FEED
185.92'



1 FIRST FLOOR OVERALL PROPOSED
1" = 50'-0"
0' 25' 50' 100' 150'

TRIDENT MEDICAL CENTER
CHARLESTON, SC
DEVELOPMENT PACKAGE PHASE I
HCA PROJ. NO. TBD
GS PROJ. NO. 45109.00
2 of 4
8/23/2021

HCA Healthcare

FIRST FLOOR - OVERALL - PROPOSED

Gresham Smith

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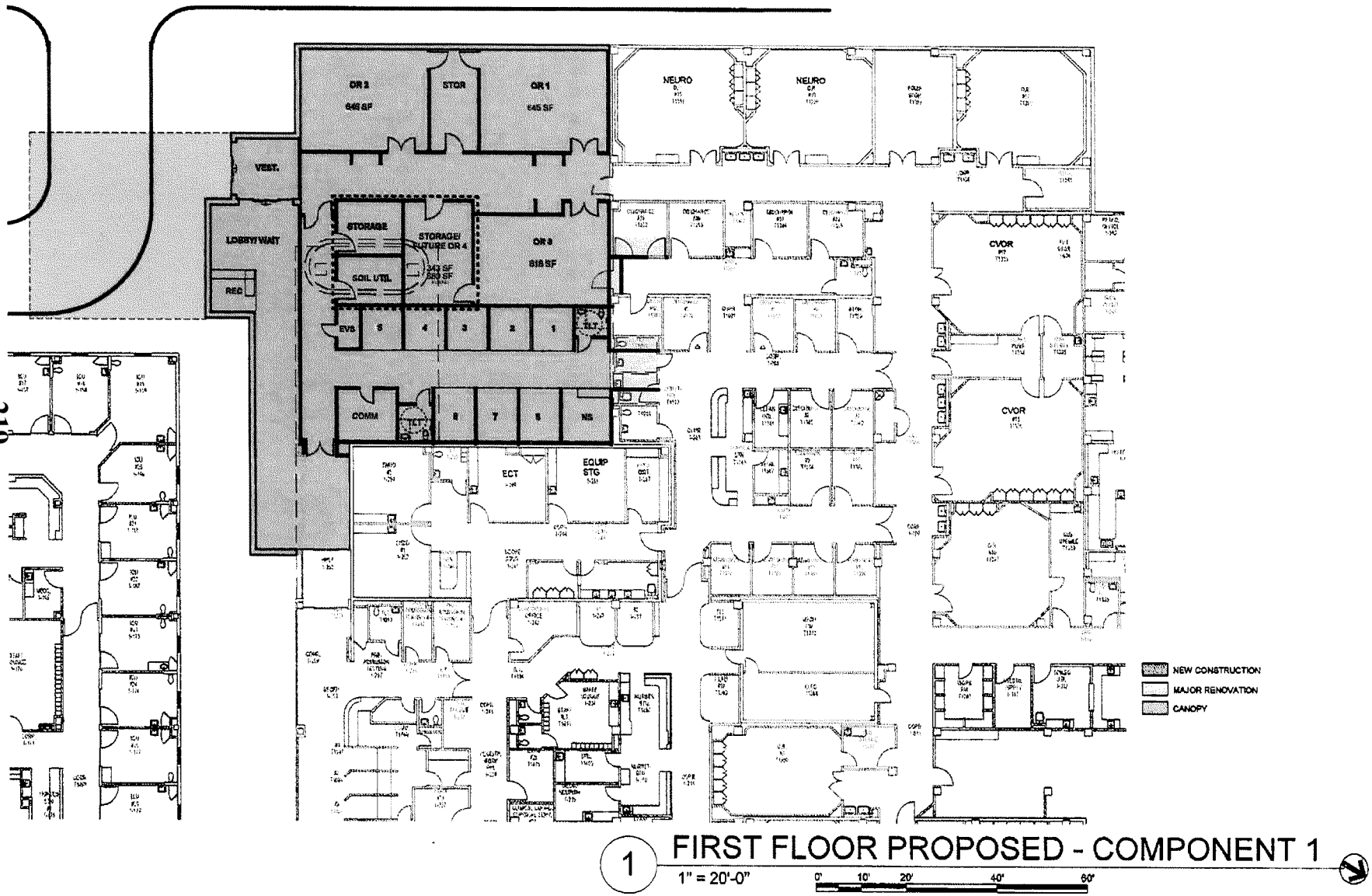
ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021C



1 FIRST FLOOR PROPOSED - COMPONENT 1

1" = 20'-0"

0' 10' 20' 40' 80'

TRIDENT MEDICAL CENTER

CHARLESTON, SC

DEVELOPMENT PACKAGE PHASE I

HCA PROJ. NO. TBD

GS PROJ. NO. 45109.00

3 of 4

8/23/2021

HCA Healthcare

FIRST FLOOR PROPOSED - COMPONENT 1 - ENLARGED

Gresham Smith

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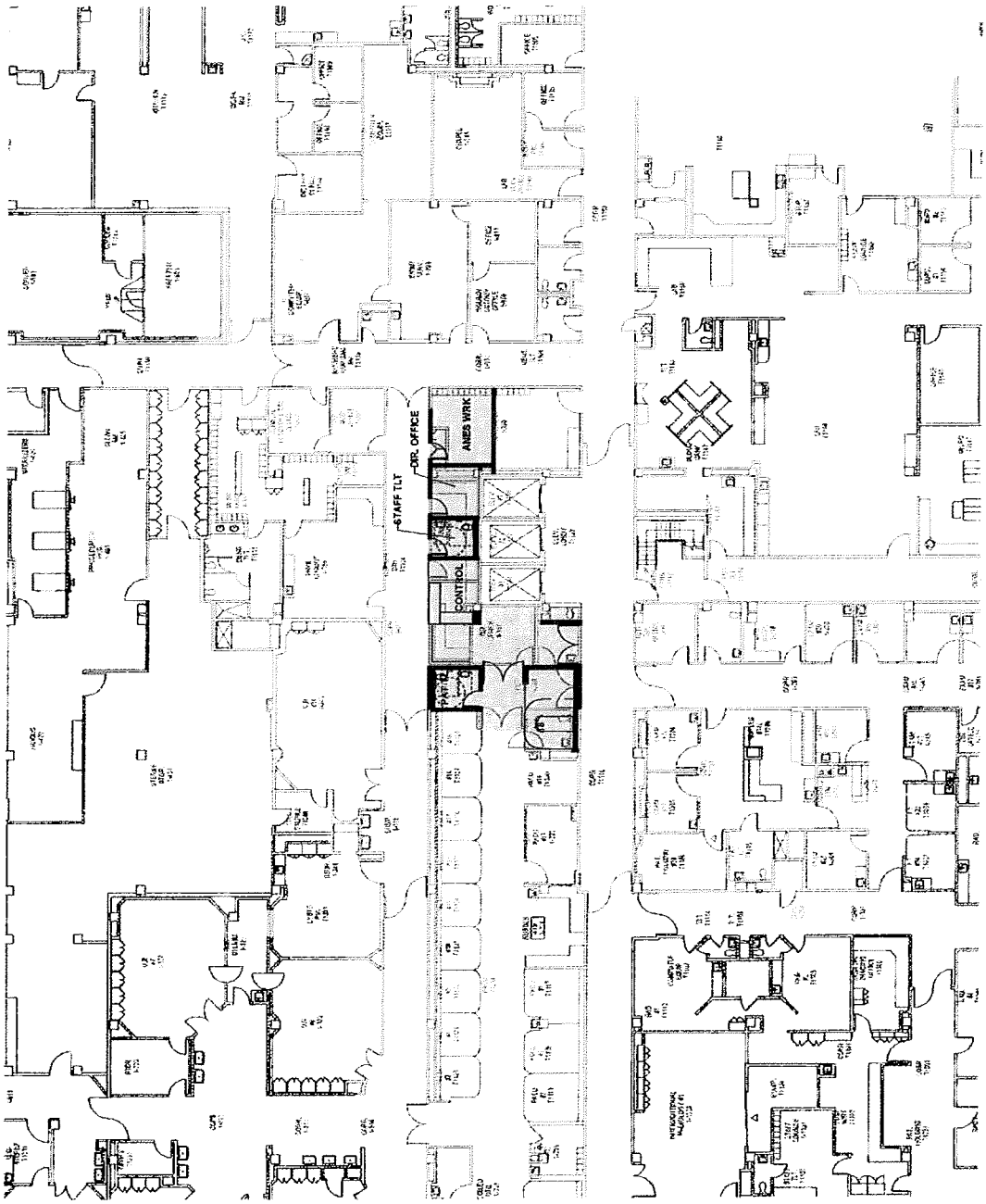
TRIDENT MEDICAL CENTER
CHARLESTON, SC
DEVELOPMENT PACKAGE PHASE I
HCA PROJ. NO. TBD
GS PROJ. NO. 45109.00
4 of 4
8/23/2021

HCA Healthcare

FIRST FLOOR PROPOSED - COMPONENT 1 - ENLARGED

Gresham Smith

NEW CONSTRUCTION
MAJOR RENOVATION
CANOPY



1 FIRST FLOOR PROPOSED - COMPONENT 1
1" = 20'-0"

Exhibit B-11

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2019 Joint Annual Report of Hospitals

A. Identification

Facility Name(s)
TRIDENT MEDICAL CENTER
Name of Operating Authority
Trident Medical Center, LLC
Building Ownership
Trident Medical Center, LLC
Hospital Phone
Chief Administrative Officer
Todd Gallati

Name of Person Completing Form
Tara Cooper
Email address of Person Completing Form
tara.stringfellow@hcahealthcare.com
Phone Number of person completing the form:
8438474758

Megavoltage	Number of Machines	Number of unduplicated patients for the reporting period	Nu atments *
1. Linear Accelerato			
2018	3	671	12048
2019	3	662	12934
2. Gamma Knife			
2018			
2019			

* Note: Under "Number of Treatments", record the number of patient visits. This is NOT ports.

3. Number of IMRT/IGRT treatments (not including stereotactic treatments):

4. Number of stereotactic treatments (not including treatments performed in dedicated units, as reported below):

5. Number of treatments performed in a dedicated stereotactic radiotherapy unit:

6. Number of treatments performed in a dedicated stereotactic radiosurgery unit:

F. Surgical Department

- Count each patient undergoing surgery as one surgical operation, regardless of the number of surgical procedures that were performed while the patient was in the operating room or procedure room.
- For outpatient surgical operations, record operations performed on patients who do not remain in the hospital overnight.
- Include all operations, whether performed in the inpatient operating rooms or in procedure rooms located in the outpatient facility.
- Exclude vaginal deliveries; include Caesarean Sections.
- Count other special rooms (e.g. laser surgery) on the OTHER line.
- **Number of Operating/Special Purpose Rooms and Number of Operations** (Please include open heart surgeries and Caesarean sections. Exclude licensed free-standing ambulatory surgeries and lithotripters.)

	Number of Rooms		Inpatient Operations		Outpatient Operations		
Type of Room	2018	2019	2018	2019	2018	2019	2019 Total
Operating	12	12	4976	4364	4856	4397	8761
Cystoscopy	1	1	28	25	232	193	218
Endoscopy	4	4	1279	1315	723	812	2127
Other							
TOTAL	17	17	6283	5704	5811	5402	11106

How many days per week may elective surgery be scheduled?

5

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Exhibit B-15

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HCA Healthcare

Ricardo Pavon
National Group CFO

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August 23, 2021

Margaret P. Murdock, Esquire
Director, Certificate of Need Program
Bureau of Healthcare Planning and Construction
SC Department of Health and Environmental Control
301 Gervais Street
Columbia, South Carolina 29201

Re: Trident Medical Center, LLC
Certificate of Need Application for Operating Room Expansion and Perioperative Space

Dear Ms. Murdock:

Please be advised that Trident Medical Center, LLC will fund the proposed referenced project from current operating capital.

If you should have any further questions, please feel free to contact me.

Sincerely,

Ricardo Pavon

1 Park Plaza
Bldg 1
Nashville, TN 37203
HCAhealthcare.com

Exhibit B-16

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ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

TRIDENT HEALTH
a new tradition

9330 Medical Plaza Drive
Charleston, SC 29406
Phone: (843) 847-4000
Fax: (843) 847-4086
www.tridenthealthsystem.com

August 25, 2021

Margaret P. Murdock, Esquire
Director, Certificate of Need Program
Bureau of Healthcare Planning and Construction
SC Department of Health and Environmental Control
301 Gervais Street
Columbia, South Carolina 29201

Re: Trident Medical Center, LLC
Certificate of Need Application for Operating Room Expansion and Perioperative Space

Dear Ms. Murdock:

The undersigned hereby certifies to the review of the assumptions, calculations, and other information contained in the financial projections provided in the above-referenced Certificate of Need application. To the best of my knowledge, these projections are reasonable and premised on reasonable assumptions.

If you should have any further questions, please feel free to contact me.

Sincerely,

Andy Miller
Chief Financial Officer
Trident Health

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Project: TMC OR Addition
Form: Trident Health

	Budget 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025
REVENUE					
Inpatient Revenue	$ 2,910,975,351	$ 3,202,072,886	$ 3,522,280,175	$ 3,874,508,192	$ 4,261,959,011
Outpatient Ancillary	$ 2,194,580,432	$ 2,414,038,475	$ 2,655,442,323	$ 2,920,986,555	$ 3,213,085,210
Total Patient Revenue	$ 5,105,555,783	$ 5,616,111,361	$ 6,177,722,497	$ 6,795,494,747	$ 7,475,044,222
Other Operating Income	$ 10,380,777	$ 10,484,585	$ 10,589,431	$ 10,695,325	$ 10,802,278
Total Revenue	$ 5,115,936,560	$ 5,626,595,946	$ 6,188,311,928	$ 6,806,190,072	$ 7,485,846,500
DEDUCTIONS					
Medicare CY Contractuals	$ 1,413,977,783	$ 1,569,515,339	$ 1,742,162,026	$ 1,933,799,849	$ 2,146,517,833
Medicaid CY Contractuals	$ 177,958,404	$ 199,313,412	$ 223,231,022	$ 250,018,745	$ 280,020,994
Champus CY Contractuals	$ 155,464,889	$ 172,566,027	$ 191,548,290	$ 212,618,602	$ 236,006,648
Prior Year Contractuals	$ -	$ -	$ -	$ -	$ -
HMO/PPO Discounts	$ 2,062,108,466	$ 2,268,319,313	$ 2,495,151,244	$ 2,744,666,368	$ 3,019,133,005
Charity	$ 284,550,306	$ 318,696,343	$ 356,939,904	$ 399,772,692	$ 447,745,415
Bad Debts	$ 371,671,272	$ 416,271,825	$ 466,224,444	$ 522,171,377	$ 584,831,942
Other Deductions	$ 80,791,484	$ 91,294,377	$ 103,162,646	$ 115,542,163	$ 129,407,223
Total Deductions	$ 4,546,522,604	$ 5,035,976,635	$ 5,578,419,575	$ 6,178,589,796	$ 6,843,663,060
Total Net Revenue	**$ 569,413,956**	**$ 590,619,311**	**$ 609,892,353**	**$ 627,600,276**	**$ 642,183,440**
	5.57%	5.67%	5.78%	5.88%	5.99%
EXPENSES					
Salaries and Wages	$ 129,743,083	$ 134,932,806	$ 140,330,119	$ 144,540,022	$ 148,876,223
Contract Labor	$ 17,115,733	$ 17,458,048	$ 17,807,209	$ 18,163,353	$ 18,526,620
Employee Benefits	$ 33,385,481	$ 35,757,194	$ 36,485,831	$ 37,580,406	$ 38,707,818
Supplies	$ 106,017,543	$ 109,198,069	$ 112,474,011	$ 115,848,232	$ 119,323,679
Professional Fees	$ 34,013,066	$ 35,033,458	$ 35,734,127	$ 36,448,810	$ 37,177,786
Contract Services	$ 49,871,803	$ 52,365,393	$ 54,983,663	$ 57,183,009	$ 59,470,330
Repairs and Maintenance	$ 10,572,690	$ 11,101,325	$ 11,434,364	$ 11,777,395	$ 12,130,717
Rents and Leases	$ 1,479,166	$ 1,553,124	$ 1,599,718	$ 1,647,710	$ 1,697,141
Utilities	$ 4,568,197	$ 4,796,607	$ 4,940,505	$ 5,088,720	$ 5,241,382
Insurance	$ 8,855,988	$ 9,298,787	$ 9,577,751	$ 9,865,084	$ 10,161,036
Investment Income	$ -	$ -	$ -	$ -	$ -
Taxes - Non Income	$ 14,275,716	$ 14,703,987	$ 14,998,067	$ 15,298,029	$ 15,603,989
Other Operating Expenses	$ 8,533,126	$ 8,789,120	$ 8,964,902	$ 9,144,200	$ 9,327,084
Total Expenses	$ 418,431,592	$ 434,987,918	$ 449,330,267	$ 462,584,969	$ 476,243,804
EBDIT	**$ 150,982,364**	**$ 155,631,392**	**$ 160,562,086**	**$ 165,015,307**	**$ 165,939,636**
		3.1%	3.2%	2.8%	0.6%
CAPITAL & OTHER					
Depreciation	$ 33,711,427	$ 34,048,541	$ 34,389,027	$ 34,732,917	$ 35,080,246
Amortization					
Other Non-Operating Expense					
Interest Expense	$ (6,339,226)	$ (6,402,618)	$ (6,466,644)	$ (6,531,311)	$ (6,596,624)
Management Fees	$ 21,518,069	$ 22,163,611	$ 22,828,519	$ 23,513,375	$ 24,218,776
Minority Interest	$ -				
Total Capital & Other	$ 48,890,270	$ 49,809,534	$ 50,750,902	$ 51,714,981	$ 52,702,398
Pre Tax Income	**$ 102,092,094**	**$ 105,821,858**	**$ 109,811,184**	**$ 113,300,326**	**$ 113,237,238**
		3.7%	3.8%	3.2%	-0.1%

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Project: TMC OR Addition
Form: Project Incremental Total

	Projected 2021	Projected 2022	Projected 2023	Projected 2024
REVENUE				
Inpatient Revenue			$ 96,228,776	$ 115,377,784
Outpatient Ancillary			$ 42,618,901	$ 50,846,102
Total Patient Revenue			$ 138,847,677	$ 166,223,885
Other Operating Income				
Total Revenue			$ 138,847,677	$ 166,223,885
DEDUCTIONS				
Medicare CY Contractuals			$ 38,222,641	$ 46,098,077
Medicaid CY Contractuals			$ 1,954,668	$ 2,357,410
Champus CY Contractuals			$ 3,980,415	$ 4,800,544
Prior Year Contractuals				
HMO/PPO Discounts			$ 65,587,992	$ 79,101,814
Charity			$ 3,873,796	$ 4,671,958
Bad Debts			$ 7,001,265	$ 8,443,813
Other Deductions			$ 3,738,036	$ 4,508,225
Total Deductions			$ 124,358,812	$ 149,981,840
Total Net Revenue			$ 14,488,864	$ 16,242,045
EXPENSES				
Salaries and Wages			$ 1,804,951	$ 2,040,717
Contract Labor				
Employee Benefits			$ 451,238	$ 510,179
Supplies			$ 4,840,760	$ 5,360,755
Professional Fees			$ 505,013	$ 507,538
Contract Services			$ 1,267,937	$ 1,419,526
Repairs and Maintenance			$ 284,930	$ 318,995
Rents and Leases			$ 85,479	$ 95,698
Utilities			$ 113,972	$ 127,598
Insurance			$ 236,753	$ 263,130
Investment Income				
Taxes - Non Income			$ 284,930	$ 318,995
Other Operating Expenses*			$ 227,944	$ 255,196
Total Expenses			$ 10,103,905	$ 11,218,326
EBDIT			$ 4,384,959	$ 5,023,719
CAPITAL & OTHER				
Depreciation			$ 846,000	$ 846,000
Amortization				
Other Non-Operating Expense				
Interest Expense				
Management Fees				
Minority Interest				
Total Capital & Other			$ 846,000	$ 846,000
Pre Tax Income			$ 3,538,959	$ 4,177,719

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Project: TMC OR Addition
Form: New Health System Total - After Project Completion

	Budget 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025
REVENUE					
Inpatient Revenue	$ 2,910,975,351	$ 3,202,072,886	$ 3,618,508,950	$ 3,989,885,976	$ 4,400,189,554
Outpatient Ancillary	$ 2,194,580,432	$ 2,414,038,475	$ 2,698,061,224	$ 2,971,832,657	$ 3,273,854,072
Total Patient Revenue	$ 5,105,555,783	$ 5,616,111,361	$ 6,316,570,174	$ 6,961,718,632	$ 7,674,043,626
Other Operating Income	$ 10,380,777	$ 10,484,585	$ 10,589,431	$ 10,695,325	$ 10,802,278
Total Revenue	$ 5,115,936,560	$ 5,626,595,946	$ 6,327,159,605	$ 6,972,413,957	$ 7,684,845,904
DEDUCTIONS					
Medicare CY Contractuals	$ 1,413,977,783	$ 1,569,515,339	$ 1,780,384,668	$ 1,979,897,926	$ 2,202,085,086
Medicaid CY Contractuals	$ 177,958,404	$ 199,313,412	$ 225,185,690	$ 252,376,154	$ 282,862,648
Champus CY Contractuals	$ 155,464,889	$ 172,566,027	$ 195,528,704	$ 217,419,145	$ 241,793,289
Prior Year Contractuals	$ -	$ -	$ -	$ -	$ -
HMO/PPO Discounts	$ 2,062,108,466	$ 2,268,319,313	$ 2,560,739,235	$ 2,823,768,182	$ 3,114,483,415
Charity	$ 284,550,306	$ 318,696,343	$ 360,813,700	$ 404,444,650	$ 453,377,057
Bad Debts	$ 371,671,272	$ 416,271,825	$ 473,225,708	$ 530,615,190	$ 595,010,230
Other Deductions	$ 80,791,484	$ 91,294,377	$ 106,900,682	$ 120,050,388	$ 134,841,499
Total Deductions	$ 4,546,522,604	$ 5,035,976,635	$ 5,702,778,388	$ 6,328,571,637	$ 7,024,453,223
Total Net Revenue	$ 569,413,956	$ 590,619,311	$ 624,381,217	$ 643,842,321	$ 660,392,681
EXPENSES					
Salaries and Wages	$ 129,743,083	$ 134,932,806	$ 142,135,069	$ 146,580,739	$ 151,152,566
Contract Labor	$ 17,115,733	$ 17,458,048	$ 17,807,209	$ 18,163,353	$ 18,526,620
Employee Benefits	$ 33,385,481	$ 35,757,194	$ 36,937,069	$ 38,090,585	$ 39,276,904
Supplies	$ 106,017,543	$ 109,198,069	$ 117,314,771	$ 121,208,987	$ 125,260,209
Professional Fees	$ 34,013,066	$ 35,033,458	$ 36,239,140	$ 36,956,347	$ 37,687,861
Contract Services	$ 49,871,803	$ 52,365,393	$ 56,251,600	$ 58,602,535	$ 61,059,592
Repairs and Maintenance	$ 10,572,690	$ 11,101,325	$ 11,719,294	$ 12,096,390	$ 12,487,855
Rents and Leases	$ 1,479,166	$ 1,553,124	$ 1,685,197	$ 1,743,408	$ 1,804,282
Utilities	$ 4,568,197	$ 4,796,607	$ 5,054,477	$ 5,216,318	$ 5,384,237
Insurance	$ 8,855,988	$ 9,298,787	$ 9,814,504	$ 10,128,214	$ 10,453,117
Investment Income	$ -	$ -	$ -	$ -	$ -
Taxes - Non Income	$ 14,275,716	$ 14,703,987	$ 15,282,997	$ 15,617,023	$ 15,961,127
Other Operating Expenses	$ 8,533,126	$ 8,789,120	$ 9,192,846	$ 9,399,396	$ 9,612,794
Total Expenses	$ 418,431,592	$ 434,987,918	$ 459,434,172	$ 473,803,295	$ 488,667,163
EBDIT	$ 150,982,364	$ 155,631,392	$ 164,947,045	$ 170,039,026	$ 171,725,518
CAPITAL & OTHER					
Depreciation	$ 33,711,427	$ 34,048,541	$ 35,235,027	$ 35,578,917	$ 35,926,246
Amortization	$ -	$ -	$ -	$ -	$ -
Other Non-Operating Expense	$ -	$ -	$ -	$ -	$ -
Interest Expense	$ (6,339,226)	$ (6,402,618)	$ (6,466,644)	$ (6,531,311)	$ (6,596,624)
Management Fees	$ 21,518,069	$ 22,163,611	$ 22,828,519	$ 23,513,375	$ 24,218,776
Minority Interest	$ -	$ -	$ -	$ -	$ -
Total Capital & Other	$ 48,890,270	$ 49,809,534	$ 51,596,902	$ 52,560,981	$ 53,548,398
Pre Tax Income	$ 102,092,094	$ 105,821,858	$ 113,350,143	$ 117,478,045	$ 118,177,120

Exhibit B-22

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ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

NUMBER OF MEDICAL STAFF BY SPECIALTY AT TRIDENT HEALTH

ACTIVE STAFF ONLY

Anesthesiology 28 Bariatric Surgery 2 Cardiac Electrophysiology 4 Cardiothoracic Surgery 2 Cardiology 2 Colon and Rectal Surgery 2 Emergency Medicine 54 Family Medicine 23 Gastroenterology 5 General Surgery 11 Gynecology 2 Gynecologic Oncology 2 Hand Surgery 3 Hematology/Oncology 10 Hyperbaric Medicine 4 Infectious Diseases 5 Internal Medicine 44 Interventional Cardiology 10 Maternal and Fetal Medicine 5 Neonatology 9 Nephrology 13 Neurosurgery 4 Neurology 3 Obstetrics & Gynecology 43 Ophthalmology 3 Oral & Maxillofacial Surgery 4 Orthopedic Surgery 25 Otolaryngology 4 Pathology 3 Pediatric Critical Care Medicine 8 Pediatrics 38 Pediatric Emergency Medicine 5 Pediatric Gastroenterology 1 Pediatric Surgery 1 Pediatric ENT 1	Plastic Surgery 10 Podiatry 3 Psychiatry 11 Pulmonary Critical Care Medicine 12 Radiation Oncology 2 Radiology 19 Urology 11 Vascular Surgery 1 Wound Care 4

Exhibit B-23

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ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Margaret P. Murdock, Esquire
Director, Certificate of Need Program
Bureau of Healthcare Planning and Construction
SC Department of Health and Environmental Control
301 Gervais Street
Columbia, South Carolina 29201

Re: Trident Medical Center, LLC
Certificate of Need Application for Operating Room Expansion and Perioperative Space

Dear Ms. Murdock:

I am writing in support of Trident Medical Center's Certificate of Need application for the development of an Operating Room Expansion and Perioperative Space. As a physician practicing in the tri-county area, I routinely refer patients to Trident Medical Center for surgical procedures, and can attest to the need for the operating room expansion project at Trident.

Providing access to care in a timely and efficient manner is crucial when dealing with surgical cases. Trident currently has sixteen operating rooms. Eleven of the sixteen operating rooms at Trident are over twenty years old. In addition, eight of the OR suites are under 600 square feet which impacts Trident's ability to conduct multiple complex surgical cases simultaneously. As the hospital service lines expand and become more acute in the cardiothoracic, cardiovascular, neurosurgery, trauma, orthopedic/spine, and vascular specialties, the need for additional and larger ORs is required to accommodate the growth and optimize OR efficiency. Additionally, Trident will be onboarding additional surgeons this year which will significantly tax the current OR capacity. The addition of three larger ORs will allow Trident to meet current and future demands for these critical surgical procedures, alleviate difficulties in scheduling procedures due to an expanded surgical medical staff, and ensure the residents of Trident's service area continue to have timely access to the highest quality of care.

Trident is known for providing high-quality, cost-effective health care services to its community, and the additional ORs and perioperative space will support this mission. Therefore, I fully support Trident's proposed project, and I would urge the Department to approve its application.

Sincerely,

_____ M.D.
Physician Signature

Matthew Tang M.D.
Print Name

Date: 8/23/21, 2021

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Director, Certificate of Need Program
Bureau of Healthcare Planning and Construction
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Columbia, South Carolina 29201

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Sincerely,

_____ M.D.
Physician Signature

_____ M.D.
Print Name

Date: 8/23, 2021

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Columbia, South Carolina 29201

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Sincerely,

_____ M.D.
Physician Signature

Justin Eckett M.D.
Print Name

Date: 8/23/2021, 2021

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Margaret P. Murdock, Esquire
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Bureau of Healthcare Planning and Construction
SC Department of Health and Environmental Control
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Columbia, South Carolina 29201

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Sincerely,

C Bailey M.D.
Physician Signature

Courtney Bailey M.D.
Print Name

Date: Aug 25, 2021

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Margaret P. Murdock, Esquire
Director, Certificate of Need Program
Bureau of Healthcare Planning and Construction
SC Department of Health and Environmental Control
301 Gervais Street
Columbia, South Carolina 29201

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Sincerely,

_____ M.D.
Physician Signature

W. Gaffaney _____ M.D.
Print Name

Date: 8/25, 2021

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Margaret P. Murdock, Esquire
Director, Certificate of Need Program
Bureau of Healthcare Planning and Construction
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Sincerely,

_____ M.D. D.O
Physician Signature

Doug Soots M.D. R.
Print Name

Date: 8/25/21, 2021

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Margaret P. Murdock, Esquire
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Columbia, South Carolina 29201

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Sincerely,

_____ M.D.
Physician Signature

Karen Gersch M.D.
Print Name

Date: 8/23, 2021

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Sincerely,

_____ M.D.
Physician Signature

James Beene M.D.
Print Name

Date: 8/23/21, 2021

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Sincerely,

_____ M.D.
Physician Signature

Daniel Krcelic M.D.
Print Name

Date: August 23, 2021

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Bureau of Healthcare Planning and Construction
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_____ M.D.
Physician Signature

_____ M.D.
Print Name

Date: 8/23, 2021

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Margaret P. Murdock, Esquire
Director, Certificate of Need Program
Bureau of Healthcare Planning and Construction
SC Department of Health and Environmental Control
301 Gervais Street
Columbia, South Carolina 29201

Re: Trident Medical Center, LLC
Certificate of Need Application for Operating Room Expansion and Perioperative Space

Dear Ms. Murdock:

I am writing in support of Trident Medical Center's Certificate of Need application for the development of an Operating Room Expansion and Perioperative Space. As a physician practicing in the tri-county area, I routinely refer patients to Trident Medical Center for surgical procedures, and can attest to the need for the operating room expansion project at Trident.

Providing access to care in a timely and efficient manner is crucial when dealing with surgical cases. Trident currently has sixteen operating rooms. Eleven of the sixteen operating rooms at Trident are over twenty years old. In addition, eight of the OR suites are under 600 square feet which impacts Trident's ability to conduct multiple complex surgical cases simultaneously. As the hospital service lines expand and become more acute in the cardiothoracic, cardiovascular, neurosurgery, trauma, orthopedic/spine, and vascular specialties, the need for additional and larger ORs is required to accommodate the growth and optimize OR efficiency. Additionally, Trident will be onboarding additional surgeons this year which will significantly tax the current OR capacity. The addition of three larger ORs will allow Trident to meet current and future demands for these critical surgical procedures, alleviate difficulties in scheduling procedures due to an expanded surgical medical staff, and ensure the residents of Trident's service area continue to have timely access to the highest quality of care.

Trident is known for providing high-quality, cost-effective health care services to its community, and the additional ORs and perioperative space will support this mission. Therefore, I fully support Trident's proposed project, and I would urge the Department to approve its application.

Sincerely,

_____ M.D.
Physician Signature

Cesar Santiago M.D.
Print Name

Date: 8/24, 2021

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Sincerely,

_____ M.D.
Physician Signature

M. _____ M.D.
Print Name

Date: 8/23/21, 2021

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Sincerely,

_____ M.D.
Physician Signature

THOMAS LITTON M.D.
Print Name

Date: 8/23/2021, 2021

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Margaret P. Murdock, Esquire
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Sincerely,

Wm. Lynch M.D.
Physician Signature

William Lynch M.D.
Print Name

Date: Aug. 23rd, 2021

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Margaret P. Murdock, Esquire
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Sincerely,

_____ M.D.
Physician Signature

Brian Malon M.D.
Print Name

Date: 8/23/, 2021

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Sincerely,

_____ M.D.
Physician Signature

Autumn Shobe M.D.
Print Name

Date: 8/23/21, 2021

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Trident Medical Center is an exceptional healthcare provider, providing its patients continued access to quality health care. I very much support this project, and I strongly urge the Department to approve this Certificate of Need application.

Sincerely,

Signature

Marcia Muckenfuss
Print Name

8/24/21, 2021
Date

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Sincerely,

S Endicott RN
Signature

Sherry Endicott
Print Name

8/24/21, 2021
Date

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

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Sincerely,

Signature

Jodell Jenkins
Print Name

8.24.21, 2021
Date

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Margaret P. Murdock, Esquire
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Sincerely,

Signature

Jennifer Jones
Print Name

Aug 24, 2021
Date

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Margaret P. Murdock, Esquire
Director, Certificate of Need Program
Bureau of Healthcare Planning and Construction
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Sincerely,

J. Gordon Edwards
Signature

J. Gordon Edwards
Print Name

August 24, 2021
Date

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Margaret P. Murdock, Esquire
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Sincerely,

Signature

ANDREW GLOVER
Print Name

8/24, 2021
Date

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

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Sincerely,

Reginald Christian
Signature

Reginald Christian
Print Name

8/24/2021, 2021
Date

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

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Sincerely,

Signature

Shelley Applebaum
Print Name

8/24, 2021
Date

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Sincerely,

Signature

Traci Ichies
Print Name

8/24/21, 2021
Date

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Margaret P. Murdock, Esquire
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Sincerely,

Signature

Tammy Tyner
Print Name

8-24, 2021
Date

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Margaret P. Murdock, Esquire
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Sincerely,

Michelle Wutter
Signature

Michelle Wutter
Print Name

August 24, 2021
Date

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Margaret P. Murdock, Esquire
Director, Certificate of Need Program
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Sincerely,

Signature

Print Name

8/25, 2021
Date

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

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Sincerely,

Signature

TARA COOPER
Print Name

August 20th, 2021
Date

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

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Sincerely,

Signature

Robyn Robinson
Print Name

8/20/2021, 2021
Date

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Exhibit C-1

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

TRIDENT HEALTH
a new tradition

Origination:	*04/1994*
Last Reviewed:	*08/2018*
Next Review:	*08/2021*
Owner:	*Jennifer Bottoms: Dir Ethics & Compliance*
Policy Area:	*Administration*
References:	

Patient's Bill of Rights and Responsibilities

Purpose:

- To outline patient rights and responsibilities

Scope:

- All departments

Responsibility:

- Department Directors

Policy:

Patient Rights

Trident Health respects the dignity and pride of each individual we serve. We comply with the applicable Federal civil rights laws and do not discriminate on the basis of age, gender, disability, race, color, ancestry, citizenship, religion, pregnancy, sexual orientation, gender identity or expression, national origin, medical condition, marital status, veteran status, payment source or ability, or any other basis prohibited by federal, state, or local law. Each individual shall be informed of the patient's rights and responsibilities in advance of administering or discontinuing patients care. We adopt and affirm as policy the following rights of patient/ clients who receive service from our facilities:

Considerate and Respectful Care

- To receive ethical, high-quality, safe and professional care without discrimination
- To be free from all forms of abuse and harassment
- To be treated with consideration, respect and recognition of their individuality, including the need for privacy in treatment. This includes the right to request the facility provide a person of one's own gender to be present during certain parts of physical examinations, treatments or procedures performed by a health professional of the opposite sex, except in emergencies, and the right not to remain undressed any longer than is required for accomplishing the medical purpose for which the patient was asked to undress

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Information regarding Health Status and Care

- To be informed of his/her health status in terms that patient can reasonably be expected to understand, and to participate in the development and the implementation of his/her plan of care and treatment
- The right to be informed of the names and functions of all physicians and other health care professionals who are providing direct care to the patient
- The right to be informed about any continuing health care requirements after his/her discharge from the hospital. The patient shall also have the right to receive assistance from the physician and appropriate hospital staff in arranging for required follow-up care after discharge
- To be informed of risks, benefits and side effects of all medications and treatment procedures, particularly those considered innovative or experimental
- To be informed of all appropriate alternative treatment procedures
- To be informed of the outcomes of care, treatment and services
- To appropriate assessment and management of pain
- To be informed if the hospital has authorized other health care and/or education institutions to participate in the patient's treatment. The patient shall also have a right to know the identity and function of these institutions, and may refuse to allow their participation in his/her treatment

Decision Making and Notification

- To choose a person to be his/her healthcare representative and/or decision maker. The patient may also exercise his/her right to exclude any family members from participating in his/her healthcare decisions
- To have a family member, chosen representative and/or his or her own physician notified promptly of admission to the hospital
- To request or refuse treatment. This right must not be construed as a mechanism to demand the provision of treatment or services deemed medically unnecessary or inappropriate
- To be included in experimental research only when he or she gives informed, written consent to such participation. The patient may refuse to participate in experimental research, including the investigations of new drugs and medical devices
- To formulate advance directives and have hospital staff and practitioners who provide care in the hospital comply with these directives
- To leave the healthcare facility against your physician's advice to the extent permitted by law

Access to Services

- To receive, as soon as possible, the services of a translator and/or interpreter, telecommunications devices, and any other necessary services or devices to facilitate communication between the patient and the hospital's health care personnel
- To bring a service animal into the facility, except where service animals are specifically prohibited pursuant to facility policy (e.g., operating rooms, patient units where a patient is immunosuppressed or in isolation)
- To pastoral counseling and to take part in religious and/or social activities while in the hospital, unless your doctor thinks these activities are not medically advised
- To safe, secure and sanitary accommodation and a nourishing, well balanced and varied diet
- To access people outside the facility by means of verbal and written communication
- To have accessibility to facility buildings and grounds. Trident Health recognizes the Americans with Disabilities Act, a wide-ranging piece of legislation intended to make American society more accessible to people with disabilities. The policy is available upon request

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- To a prompt and reasonable response to questions and requests for service

Access to Medical Records

- To have his/her medical records, including all computerized medical information, kept confidential and to access information within a reasonable time frame. The patient may decide who may receive copies of the records except as required by law
- Upon leaving the healthcare facility, patients have the right to obtain copies of their medical records

Ethical Decisions

- To participate in ethical decisions that may arise in the course of care including issues of conflict resolution, withholding resuscitative services, foregoing or withdrawal of life sustaining treatment, and participation in investigational studies or clinical trials
- If the healthcare facility or its team decides that the patient's refusal of treatment prevents him/her from receiving appropriate care according to ethical and professional standards, the relationship with the patient may be terminated

Protective Services

- To access protective and advocacy services
- To be free from restraints of any form that are not medically necessary or are used as a means of coercion, discipline, convenience, or retaliation by staff
- The patient who receives treatment for mental illness or developmental disability, in addition to the rights listed herein, has the rights provided by any applicable state law
- To all legal and civil rights as a citizen unless otherwise prescribed by law
- To have upon request an impartial review of hazardous treatments or irreversible surgical treatments prior to implementation except in emergency procedures necessary to preserve your life
- To an impartial review of alleged violations of patient rights
- To expect emergency procedures to be carried out without unnecessary delay
- To give consent to a procedure or treatment and to access the information necessary to provide such consent
- To not be required to perform work for the facility unless the work is part of the patient's treatment and is done by choice of the patient
- To file a complaint with the Department of Health or other quality improvement, accreditation or other certifying bodies if he /she has a concern about patient abuse, neglect, about misappropriation of a patient's property in the facility or other unresolved complaint, patient safety or quality concern.

Payment and Administration

- To examine and receive an explanation of the patient's healthcare facility's bill regardless of source of payment, and may receive upon request, information relating to the availability of known financial resources
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment, whether the health care provider or health care facility accepts the Medicare assignment rate
- To receive, upon request, prior to treatment, a reasonable estimate of charges for medical care
- To be informed in writing about the facility policies and procedures for initiation, review and resolution of patient complaints, including the address and telephone number of where complaints may be filed

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Additional Patient Rights

- Except in emergencies, the patient may be transferred to another facility only with a full explanation of the reason for transfer, provisions for continuing care and acceptance by the receiving institution
- To initiate their own contact with the media
- To get the opinion of another physician, including specialists, at the request and expense of the patient
- To wear appropriate personal clothing and religious or other symbolic items, as long as they do not interfere with diagnostic procedures or treatment
- To request a transfer to another room if another patient or a visitor in the room is unreasonably disturbing him/her
- To request pet visitation except where animals are specifically prohibited pursuant to the facility's policies (e.g., operating rooms, patient units where a patient is immunosuppressed or in isolation)

Patient Responsibilities

The care a patient receives depends partially on the patient him/herself. Therefore, in addition to the above rights, a patient has certain responsibilities. These should be presented to the patient in the spirit of mutual trust and respect.

- To provide accurate and complete information concerning his/her health status, medical history, hospitalizations, medications and other matters related to his/her health
- To report perceived risks in his/her care and unexpected changes in his/her condition to the responsible practitioner
- To report comprehension of a contemplated course of action and what is expected of the patient, and to ask questions when there is a lack of understanding
- To follow the plan of care established by his/her physician, including the instructions of nurses and other health professionals as they carry out the physician's orders
- To keep appointments or notifying the facility or physician when he/ she is unable to do so
- To be responsible for his/her actions should he/she refuse treatment or not follow his/her physician's orders
- To assure that the financial obligations of his/her healthcare are fulfilled as promptly as possible
- To follow facility policies, procedures, rules and regulations
- To be considerate of the rights of other patients and facility personnel
- To be respectful of his/her personal property and that of other persons in the facility
- To help staff to assess pain, request relief promptly, discuss relief options and expectations with caregivers, work with caregivers to develop a pain management plan, tell staff when pain is not relieved, and communicate worries regarding pain medication
- To inform the facility of a violation of patient rights or any safety concerns, including perceived risk in his/ her care and unexpected changes in their condition

Visitation Rights

Trident Health recognizes the importance of family, spouses, partners, friends and other visitors in the care process of patients. We adopt and affirm as policy the following visitation rights of patients/clients who receive services from our facilities:

- To be informed of their visitation rights, including any clinical restriction or limitation of their visitation rights
- To designate visitors, including but not limited to a spouse, a domestic partner (including same sex),

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family members, and friends. These visitors will not be restricted or otherwise denied visitation privileges on the basis of age, race, color, national origin, religion, gender, gender identity, gender expression, sexual orientation or disability. All visitors will enjoy full and equal visitation privileges consistent with any clinically necessary or other reasonable restriction or limitation that facilities may need to place on such rights

- To receive visits from one's attorney, physician or clergyperson at any reasonable time
- To speak privately with anyone he/she wishes (subject to hospital visiting regulations) unless a doctor does not think it is medically advised.
- To refuse visitors
- Media representatives and photographers must contact the hospital spokesperson for access to the hospital

To report a patient rights concern, please contact:

Trident Health Patient Experience Department, dial '0' ('00' on TMC campus). For Trident Medical Center, Moncks Corner Medical Center or Centre Pointe Emergency, call 843-847-4989. For Summerville Medical Center or Brighton Park Emergency, call 843-821-3859.

Mail correspondence may be sent to:
Trident Health
Administration / Patient Experience Department
9330 Medical Plaza Drive, Charleston, SC 29406

Summerville Medical Center
Administration / Patient Experience Department
295 Midland Parkway, Summerville, SC 29485

The patient may also or instead access the following agencies:
SC Department of Health and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201
803-545-4370

Centers for Medicare & Medicaid Service - Region 4
Atlanta Federal Center
61 Forsyth Street, S.W., Suite 4T20
Atlanta, GA 30303-8909
404-562-7500

Quality Improvement Organization (QIO):
Beneficiary Compliance QIO: Kepro
(844) 455-8708

The Joint Commission
Office of Quality and Patient Safety
One Renaissance Boulevard
Oakbrook, IL 60181
(630) 792-5636 (fax)
Online complaint form:
https://www.jointcommission.org using the "Report a Patient Safety Event" link in the "Action Center".

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HCA Ethics Line:
1-800-455-1996

If you need access to services or to report a concern regarding discrimination in access to services, please contact:

Trident Health's Equity Compliance Coordinator
9330 Medical Plaza Drive
Charleston, SC 29406
(843) 847-4100
TTY: (843) 847-4000
FAX: (843) 847-4086

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Equity Compliance Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office of Civil Rights Complaint Portal, available at: https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:
U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

Procedure:

A copy of the Statement of Patient's Rights and Patient Visitation Rights is provided to all patients/patient's representative at time of registration and the patient must acknowledge receipt through the registration process. This statement is posted on the facility website.

Reference:

HCA Model Patient Rights and Responsibilities 10/2016

HCA CSG.QS.004 Patient Rights Policy

Attachments

No Attachments

Approval Signatures

Step Description	Approver	Date
	Todd Gallati: CEO Trident Med Ctr	08/2018
	Lisa Valentine: CEO Summerville	08/2018

Step Description	Approver	Date
	Brantley Rogers: Director of Ethics and Compliance	08/2018

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PARALLON

DEPARTMENT: Vendor Collections Management	POLICY DESCRIPTION: Charity Financial Assistance Policy for Uninsured and Underinsured Patients
PAGE: 1 of 6	REPLACES POLICY DATED: 11/01/2017
APPROVED:	RETIRED:
EFFECTIVE DATE: 09/20/ 2019	REFERENCE NUMBER: PARA.PP.VCM.016

SCOPE:

All SSC and Facility areas responsible for requesting and evaluating Financial Assistance Applications ("FAA") for the purposes of processing a charity write-off for certain patients receiving services at HCA-affiliated, non-partnership, acute-care hospitals ("Hospitals").

PURPOSE:

To define the policy for providing partial or full financial relief to patients who (i) have received emergency services, (ii) meet certain income requirements, (iii) do not qualify for state or federal assistance for the date of service, (iv) are uninsured or underinsured, and (v) are unable to make partial or full payment on outstanding balances. In addition, with respect to the FAA and income validation, to establish protocols and supporting documentation requirements.

POLICY:

The following types of patients may qualify for a charity write-off based on the patient's total household income, supporting income verification documentation or processes, as required, and the amount of the patient liability:

1) To be eligible for a charity write-off review, a patient must have incurred emergent, non-elective services.

2) To be eligible for a charity write-off, a patient must be (a) uninsured or underinsured and (b) have an out-of-pocket patient responsibility of $1,500 or more for an individual account. Upon request by a patient and, if there are extenuating circumstances, accounts with out-of-pocket responsibility balances of less than $1,500 may be reviewed and a charity write-off applied if Federal Poverty Guidelines/Level ("FPL") thresholds are met as set forth in Section 9, below.

3) For purposes of this policy, an uninsured patient is one (i) with no third party payer coverage for emergent health care services, (ii) who provides documentation that the patient is unable to pay for some or all of the provided non-elective hospital services and (iii) who satisfies the financial eligibility criteria set forth herein.

4) For purposes of this policy, an underinsured patient is one with some form of third party payer coverage for health care services, but such coverage is insufficient to pay the current bill such that the patient retains a patient liability that they are unable to pay.

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PARALLON

DEPARTMENT: Vendor Collections Management	POLICY DESCRIPTION: Charity Financial Assistance Policy for Uninsured and Underinsured Patients
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APPROVED:	RETIRED:
EFFECTIVE DATE: 09/20/ 2019	REFERENCE NUMBER: PARA.PP.VCM.016

5) A validation will be completed, as required in this Policy, to ensure that if any portion of the patient's medical services can be paid by any federal or state governmental health care program (e.g., Medicare, Medicaid, Tricare, Medicare secondary payer), private insurance company, or other private, non-governmental third-party payer, that the payment has been received and posted to the account. No charity write-off can be applied to any account with any outstanding payer liability.

6) Supporting Income Verification Documentation & Review:

A. Medicare Accounts

i. All Medicare patients (i.e., inpatients and/or outpatients) must submit supporting income verification documentation. Electronic validation of patient income, e.g., Experian, alone is not sufficient. Medicare requires independent income and resource verification for a charity care determination with respect to Medicare beneficiaries (PRM-I § 312).

ii. In addition to the FAA, the preferred income documentation will be the most current year's Federal Tax Return. Any patient/responsible party unable to provide his/her most recent Federal Tax Return may provide two pieces of supporting documentation from the following list to meet this income verification requirement:

- State Income Tax Return for the most current year
- Supporting W-2
- Supporting 1099's
- Copies of all bank statements for last 3 months
- Most recent bank and broker statements listed in the Federal Tax Return
- Current credit report

iii. Dual-Eligible Beneficiaries: A Medicare beneficiary who also qualifies for Medicaid (dual-eligible beneficiary) may be deemed indigent as long as the "Must Bill" requirements are met. That these requirements are met must be supported by a State Medicaid remittance advice. When claiming an amount as Medicare Bad Debt for a dual-eligible beneficiary, Medicaid must be billed. In addition, the remittance advice showing non-payment must be maintained as supporting documentation for the Medicare Bad Debt adjustment. Charity write-offs for Medicaid Exhausted beneficiaries may be less than $1,500.

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PARALLON

DEPARTMENT: Vendor Collections Management	POLICY DESCRIPTION: Charity Financial Assistance Policy for Uninsured and Underinsured Patients
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APPROVED:	RETIRED:
EFFECTIVE DATE: 09/20/ 2019	REFERENCE NUMBER: PARA.PP.VCM.016

iv. Patients who qualify for a Medicare Savings Program (Qualified Medicare Beneficiary (QMB), Specified Low-Income Medicare Beneficiary (SLMB), Qualifying Individual (QI), Qualified Disabled and Working Individuals (QDWI)) will be eligible for a full charity write-off. Charity write-offs for Medicare Savings Program qualified patients may be less than $1,500.

B. Non-Medicare Accounts

i. Generally, for all non-Medicare Accounts, the following will be acceptable supporting documentation: (i) the documentation listed in A. above, (ii) or any one of the following:

- Most Recent Employer Pay Stubs
- Written documentation from income sources
- Proof of Medicaid Eligibility
- Electronic validation of patient income and family size, such as Experian

ii. Supporting income verification documentation through an electronic validation of patient information/income, such as Experian, shall be obtained where no other income verification is obtained.

iii. To the extent required by state law, a complete FAA shall be obtained for any dollars reported as charity to the state.

iv. Review of assets may take place during the application process where required by state law or regulation.

C. Patients/Responsible Party Deemed Eligible.

The patient/responsible party may be deemed to meet the charity guidelines if:

- the patient/responsible party is determined to be eligible by a local clinic under poverty and income guidelines similar to the ones in this policy; or
- the patient/responsible party presents with Medicaid, and Medicaid does not pay.

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PARALLON

DEPARTMENT: Vendor Collections Management	POLICY DESCRIPTION: Charity Financial Assistance Policy for Uninsured and Underinsured Patients
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APPROVED:	RETIRED:
EFFECTIVE DATE: 09/20/ 2019	REFERENCE NUMBER: PARA.PP.VCM.016

D. Charity Processing Based on Extenuating Circumstances, i.e., Potential Charity Write-off Absent Full Documentation.

There may be extenuating circumstances where resource testing cannot be completed because the patient/responsible party does not/cannot (i) complete the FAA, or (ii) provide supporting documentation listed in A or B, above. In those circumstances, a manager may waive the required documentation and extend a charity care write-off, consistent with this Policy. The following may be considered by the manager to be extenuating circumstances:

i. *Patients identified as an undocumented residents or homeless through*:

- Medicaid Eligibility screening
- Registration process
- Discharge to a shelter
- Clinical or Case Management documentation
- Absence of a credit report

ii. Patients that expire - if it is determined through family contact and/or courthouse records that an estate does not exist, it may be considered for a charity write-off (even if the patient had a spouse) upon documentation and with the manager's review and approval of a policy exception.

iii. Medically Indigent – In addition to the above, if a patient/responsible party meets the medically indigent status based upon state guidelines or requirements, a charity write-off may be applied after the manager completes a resource testing process for the patient/responsible party.

7) Pending Medicaid Effect on Charity Write-off:

The Pending Medicaid and Pending Charity processes should not be concurrent processes. Determination of Pending Medicaid should be resolved prior to evaluating for potential Pending Charity.

8) Health Insurance Marketplace for Qualified Health Plans:

Pending qualification in the Health Insurance Marketplace may take place concurrently with the Pending Charity process. The QHP enrollment is not retroactive. Rather, the coverage

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PARALLON

DEPARTMENT: Vendor Collections Management	POLICY DESCRIPTION: Charity Financial Assistance Policy for Uninsured and Underinsured Patients
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APPROVED:	RETIRED:
EFFECTIVE DATE: 09/20/ 2019	REFERENCE NUMBER: PARA.PP.VCM.016

becomes effective for future dates of service. Therefore, it is necessary to continue with the Pending Charity process for visits occurring prior to QHP effective dates.

9) Charity Processing based on Federal Poverty Guidelines:

A. Patients with individual or household incomes of between 0-200% of Federal Poverty Guidelines:

Patients with more than a $1,500 patient liability that fall within 0-200% of the FPL will have the entire patient balance processed as charity write-off. Upon request by a patient and, if there are extenuating circumstances, accounts with out-of-pocket responsibility balances of less than $1,500 may be reviewed and a charity write-off applied.

B. Patients with individual or household incomes of between 201- 400% of Federal Poverty Guidelines:

Patients with incomes between 201% and 400% of FPL will have their balances capped at a percentage of their income according to the table below. This percentage will be determined using the patient's FPL.

- 201% - 300% - balances capped at 3% of annual household income
- 301% - 400% - balances capped at 4% of annual household income

Upon request by a patient and, if there are extenuating circumstances, accounts with out-of-pocket responsibility balances of less than $1,500 may be reviewed and a charity write-off applied.

C. Patients Who Are Uninsured:

Notwithstanding 9)A. and B. above, patients who are uninsured and who provide the supporting income verification documentation and otherwise meet the requirements of this Policy, will have their patient balance capped at the lesser of the amount calculated under 9)A. or 9)B. above, or the amount calculated pursuant to the uninsured discount model.

Balances from multiple accounts for the same patient may be considered together to determine out-of-pocket responsibility minimums and for calculating the cap.

The write-off will be applied to the entire outstanding patient balance.

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DEPARTMENT: Vendor Collections Management	POLICY DESCRIPTION: Charity Financial Assistance Policy for Uninsured and Underinsured Patients
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10) Refunds on Charity Accounts:

The general expectation is that all patients pay for services rendered if they are not fully covered by a third party. Therefore, any amount paid by the patient (even if the patient subsequently meets the charity write-off guidelines for their balance due), will be retained. Only amounts paid by the patient that exceed the amount that patient would have paid had they received the uninsured discount, or that exceed their out of pocket responsibility per their insurance, will be refunded. For those patients that do meet the charity write-off criteria and have made a partial payment, the charity write-off will be posted on the remaining patient balance.

11) Patient Dispute Process:

In the event a patient wishes to file a dispute and appeal their eligibility for a Charity write-off under this policy, the patient may seek review from the Vendor Collections Management Director, Hospital Chief Financial Officer or an SSC Executive as defined in the Charity Review Appeal Process policy (PARA.PP.VCM.020).

12) Compliance with State regulations:

Each SSC should evaluate whether this Policy complies with the applicable state law and regulations regarding charity care, e.g., California, Florida. If this Policy does not comply with state law and regulations, each SSC must clearly document exceptions to this policy in either a State specific policy or an addendum to this Policy.

13) Liens:

Under no circumstances will liens be considered on properties less than $300,000 in value.

REFERENCE:

- **PARA.FT.VCM.606 Federal Charity Guidelines**
- **PARA.FT.VCM.638 Financial Assistance Application**
- **PARA.MF.VCM.804 Collection Charity Letters**
- **PARA.PARS.PP.009 Medicare Bad Debt and Recovery Logs Policy**
- **PARA.PP.VCM.019 Utilizing the Artiva Charity Process**

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Exhibit C-2

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8/5/2021

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Google Maps

Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft

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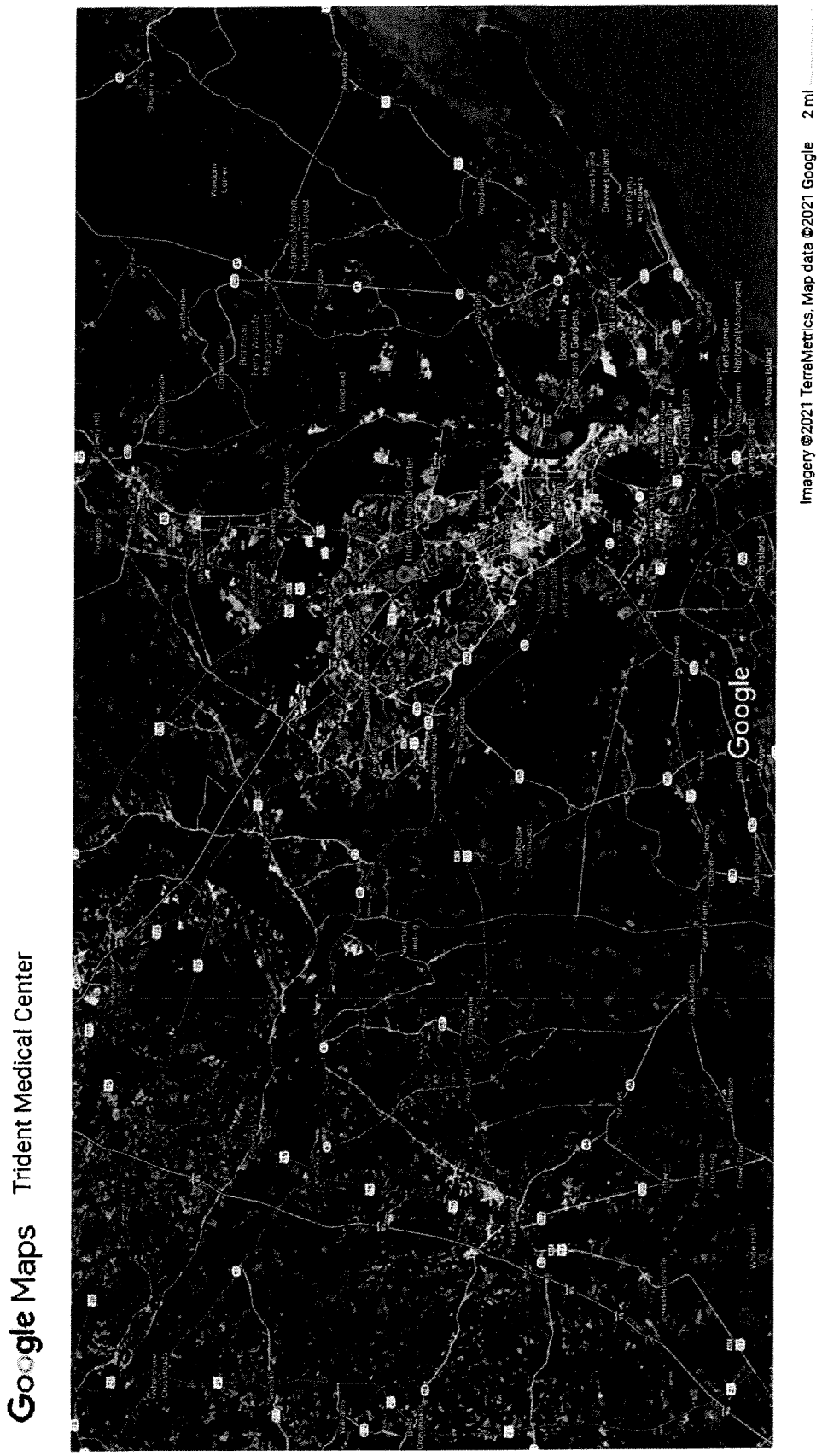
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Exhibit C-5

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Space Allocation Program

Trident Medical Center Operating Room Expansion - CON
Development Package - Phase I

Owner's Account No. 3400100043
Gresham Smith Project No. 45109.00

August 23, 2021

FLR	DEPARTMENT		DESIGN SQUARE FOOTAGE per program NEW DGSF	MAJOR DGSF	MINOR DGSF	COSMETIC DGSF	TOTAL DGSF	BUILDING GROSS SQUARE FOOTAGE per program NEW BGSF	MAJOR BGSF	MINOR BGSF	COSMETIC BGSF	TOTAL PROJECT BGSF
	PUBLIC AND ADMINISTRATION AREAS											
1	Main Lobby		1,423	-	-	-	1,423	1,562	-	-	-	1,562
	SURGICAL SERVICES AND ENDOSCOPY											
1	PACU / Recovery		-	1,323	-	-	1,323	-	1,389	-	-	1,389
1	Surgery		5,939	1,397	-	-	7,336	6,520	1,467	-	-	7,987
	TOTAL DGSF:		**7,362**	**2,720**	**-**	**-**	**10,082**					
	BGSF Conversion Factor (.05 - .30)	0.05	335			-	335					
	BGSF:		**7,697**	**2,720**	**-**	**-**	**10,417**					
	Canopy		1,703	-	-	-	1,703	1,703	-	-	-	1,703
	TOTAL BGSF:		**9,400**	**2,720**	**-**	**-**	**12,120**					
	Program Contingency (.005 - .05)	0.050	385	136	-	-	521					
	PROJECT BGSF:		**9,785**	**2,856**	**-**	**-**	**12,641**	**9,785**	**2,856**	**-**	**-**	**12,641**

ALTERNATES:

NOTES:

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Exhibit C-9

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TRIDENT HEALTH
a new tradition

9330 Medical Plaza Drive
Charleston, SC 29406
Phone: (843) 847-4000
Fax: (843) 847-4086
www.tridenthealthsystem.com

August 20, 2021

Margaret P. Murdock, Esquire
Director, Certificate of Need Program
Bureau of Healthcare Planning and Construction
SC Department of Health and Environmental Control
301 Gervais Street
Columbia, South Carolina 29201

Re: Trident Medical Center, LLC d/b/a Trident Medical Center
Certificate of Need Application – OR Expansion/PACU/Pre-Post/CSP

Dear Ms. Murdock:

This letter serves as verification that the Trident Health Board of Trustees has approved the submission of Trident Medical Center, LLC d/b/a Trident Medical Center's Certificate of Need application for OR Expansion/PACU/Pre-Post/CSP at its hospital located at 9330 Medical Plaza Drive, Charleston, South Carolina.

This project was approved at the July 7, 2020 meeting of the Board of Trustees. If you should have any further questions, please feel free to contact me.

Sincerely,

Robert Pratt
Chairman, Board of Trustees

Christina Oh
President & Chief Executive Officer
Trident Health

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
	)	Civil Action No. _____
Plaintiffs,	)	
v.	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	
Defendants.	)	

EXHIBIT 5
TO MASTER EXHIBITS

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MUSC FACULTY HANDBOOK

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1. PREFACE

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Feb 2019	Oct 2019	Sep 2019	Dec 2019	Jan 2020	

The Board of Trustees of the Medical University of South Carolina (hereafter referred to as the "Board" and "MUSC" respectively) is the governing board of the university; however, the university administrators and the members of the faculty of the university share responsibility for planning and implementing cooperative and constructive actions within the institutional structure under the guidance of the Board (Current administrative structures are depicted at the following webpages:

https://web.musc.edu/about/leadership
https://education.musc.edu/leadership/provost

The policies and respective rules governing the Board, the administration, and the faculty, as set forth in the *Faculty Handbook*, should convey the mutual trust and agreement inherent in all explicit and implied contractual agreements between these respective bodies.

The *Faculty Handbook* (hereafter referred to as "the Handbook") contains the rules and regulations that govern faculty affairs and functions as part of the University Faculty Appointment Contract between each faculty member and the university. Faculty members should be knowledgeable about the areas covered in the Handbook. The signing of annual contracts that specify an individual faculty member's compensation and distribution of activity, does not negate the Handbook's status as a partial contract of employment. For more information on Faculty Appointment, Promotion, Evaluaiton, and Tenure Policies, see section 5 of the Handbook.

As representative body of the faculty, the Faculty Senate is expected to offer interpretation of the Handbook to the Office of the Executive Vice President for Academic Affairs and Provost.

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2. INTRODUCTION

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The MUSC *Faculty Handbook* contains university policies that are of major concern to the faculty, other information considered to be of special interest to the faculty, and a collection of university governing documents. The current Board-approved Handbook is accessible on the MUSC Faculty Senate Website (https://education.musc.edu/faculty/faculty-senate).

2.01 Revision Process

The charge of the Governance Committee of the Faculty Senate includes oversight and regular review of the *Faculty Handbook.*

Unless otherwise indicated within the policy, revisions to Sections 2-9 of the *Faculty Handbook* are subject to the following procedures:

- The Senate's Faculty and Institutional Relationships Committee will meet regularly to consider revisions suggested by the Governance Committee, the faculty, the Executive Vice President for Academic Affairs and Provost, or others.
- Changes recommended by the Faculty and Institutional Relationships Committee will be evaluated by the Faculty Senate and presented to the university faculty in writing and/or by e-mail prior to Faculty Senate approval.
- All proposed changes must be approved by the Faculty Senate, the Executive Vice President for Academic Affairs and Provost, the Provost's Council, the President, and the Board of Trustees.

Sections other than 2-9 may be revised by the Executive Vice President for Academic Affairs and Provost, the Provost's Council, and the President with the advice of the Faculty Senate and subject to Board of Trustees approval.

2.02 Abbreviations and Definitions

APT	Appointment, Promotion and Tenure
Board	MUSC Board of Trustees
College	All Colleges and the Academic Affairs Faculty
Deans	Deans of all colleges and the Chair of the Academic Affairs Faculty
EEO/AA	Equal Employment Opportunity/Affirmative Action

Evaluation	Synonymous with appraisal
FMLA	Family and Medical Leave Act
FOIA	Freedom of Information Act
FRD	South Carolina Foundation for Research Development, Inc.
HHS	United States Department of Health Human Services
IRB	Institutional Review Board
MUHA	Medical University Hospital Authority
MUSC	Medical University of South Carolina
MUSC/P	MUSC Physicians (See UMA)
Provost	Executive Vice President for Academic Affairs and Provost
TERI	Teacher and Employee Retiree Incentive Program
UMA	University Medical Associates (See MUSC/P)

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3. FACULTY ORGANIZATION AND GOVERNANCE

3.01 The Faculty Body

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The faculty of MUSC is composed of the President, the vice presidents, the deans, any officers of the university who hold academic rank, and the members of the teaching, research, service and administrative staff who hold academic rank at MUSC or its affiliated programs. With regard to university affairs, the voting faculty shall be those individuals holding a full-time primary academic appointment at MUSC with rank of Instructor and above.

3.02 The Faculty Senate

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The Faculty Senate acts as the sole representative body for organizing and executing that business of the faculty submitted to it by members of the faculty, the administration, or the Senate itself. The Senate also advises the administration and the faculty in matters pertaining to the faculty. The Faculty Senate is organized and governed according to the Faculty Senate Constitution and By-Laws

3.02.01 Faculty Senate Constitution

Senate Approval Date	Faculty Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017		Mar 2018	Apr 2018	May 2018

This Constitution defines the composition of the Faculty Senate, its role in the academic affairs of the university, and the basic principles of self-governance of the faculty of the Medical University of South Carolina as authorized by the Bylaws of the Board of Trustees of the Medical University of South Carolina, Section 6, Article b, August 1976.

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Article I

Name

The name of this representative body shall be: The Medical University of South Carolina Faculty Senate, referred to in this document as Faculty Senate or as Senate.

Article II

Purpose

The purpose of the Faculty Senate shall be to act as the sole representative body of the faculty, to receive, organize and, if deemed appropriate, execute business of the faculty that is submitted to it by members of the faculty, the administration, or the Faculty Senate itself, and to represent the views of the faculty to the administration. The Faculty Senate serves as the voice of the faculty. In accordance with its vision and as permitted by state law, the Faculty Senate serves as an advisor to the administration in ensuring the success of the university's mission in teaching, research, and service.

Article III

Electoral Units, Representation, Nominations, Eligibility to Vote, Elections, and Terms of Office

Membership shall be limited to qualified faculty. For the purposes of the Faculty Senate membership, qualified faculty are defined as those persons holding primary academic appointments of at least 50% FTE at MUSC with ranks of Instructor or above.All faculty regardless of FTE shall be able to nominate for and vote in Faculty Senate elections. (Paragraph amended May 2017)

A. Electoral Units

For the purpose of elections, the Faculty Senate shall be divided into seven Electoral Units: College of Medicine Basic Sciences, College of Medicine Clinical Sciences, Dental Medicine, Health Professions, Academic Affairs Faculty, Nursing, and Pharmacy. The department or college of primary appointment determines Electoral Unit affiliation.

B. Representation

Senators

Electoral Units having 50 or fewer qualified faculty shall be represented by four Senators. Electoral Units having between 51 and 100 qualified members shall be represented by six Senators. Electoral Units with more than 100 qualified faculty members shall have six Senators and elect one additional Senator for every 33 additional qualified faculty members in excess of 100.

Alternate Senators

Each Electoral Unit shall have two Alternates. Electoral Units with more than 100 qualified faculty members shall choose one additional Alternate for each 66 faculty members over 100.

C. Nominations

Candidates for membership on the Faculty Senate may be nominated by any qualified faculty member of their Electoral Unit, including themselves. Qualified faculty members are eligible for nomination only within the Electoral Unit with which they are affiliated.

D. Eligibility to Vote

All qualified faculty members are eligible to vote for Senators and Alternates. Faculty members shall vote only in the primary Electoral Unit with which they are affiliated. (Paragraph amended May 2017)

E. Elections

The Governance Committee shall establish the rules and procedures for all regular elections according to sections of this Article governing Electoral Units, Representation, Nomination, Eligibility to Vote and Terms of Office.

Regular elections to the Faculty Senate shall be conducted during the months of August and September, with terms of office to begin at the Faculty Senate meeting in October.

Candidates receiving the greatest number of votes shall become the Senators for their Electoral Unit. Candidates with the next highest numbers of votes shall become Alternate Senators as determined by the formula in Article III.B. The Governance Committee shall retain the results of the election so that Alternate Senators with the highest numbers of votes may replace resigning Senators and the slots of Alternate Senators are refilled. In the case of a tie, candidates shall come to an agreement among themselves; otherwise Senators of the representative Electoral Unit shall vote for one of the candidates. In the case that alternate senator slots are not filled, Electoral Unit leaders may recruit faculty to serve as alternate senators until the next scheduled election.

The Governance Committee, upon notification of the Faculty Senate of a vacancy in the Faculty Senate between regular elections, shall notify the appropriate Electoral Unit Committee who shall appoint a replacement to complete the unexpired term. (Paragraph amended May 2017)

F. Terms of Office

1. Senators

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Senators shall be elected to a two-year term and shall be eligible to serve a maximum of three consecutive terms. The terms of Senators from each unit shall be staggered: one-half shall be elected each year. Senators who cannot complete their terms shall submit a written resignation to the Secretary of the Faculty Senate at least one month before the date of resignation.

2. Alternate Senators

Alternate Senators shall be elected to a one-year term. When a Senator resigns from his or her office, the Alternate with the greatest number of votes from the prior election automatically advances to the ex-Senator's position and completes the remainder of the ex-Senator's term of office. After succeeding the ex-Senator and serving the remainder of that term of office, the former Alternate may stand for election and ultimately serve for a period not exceeding a total of seven consecutive years. Alternate Senators who cannot complete their term of office shall submit a letter of resignation to the Secretary of the Faculty Senate at least one month before the date of resignation.

Article IV

Officers of the Faculty Senate: Election and Duties

The Officers of the Faculty Senate shall be the President, Vice President, and Secretary. Officers of the Senate are considered to be at-large Senators and do not stand for re-election to the Senate from their Electoral Unit in October even if their Senate term is scheduled to expire. If an Officer-Elect's term is not scheduled to expire when they become Officers at the October meeting, their Electoral Unit seat shall become vacant, and be filled during the regular election. (Paragraph amended May 2017)

A. Election of Officers

Election of Officers for the upcoming year (October – September) will be held at the July meeting. In May the Governance Committee shall call for nomination of Officers from the members of the Faculty Senate (Senators and Alternate Senators) after the election results become available. Any member of the Faculty Senate may nominate either another member of the Faculty Senate or himself or herself. All Senators are eligible to be slated regardless of time remaining on their current term unless a maximum of three terms has been reached. The Governance Committee will then draw up a slate of qualified individuals who agree to serve as President, Vice President, and Secretary. The Governance Committee shall oversee the voting process and report the results to the full Faculty Senate. (Paragraph amended May 2013)

B. President of the Faculty Senate

The President shall preside over the Faculty Senate; represent the Faculty Senate on appropriate university Committees; convene and preside at Executive Committee meetings; coordinate review of policy affecting the faculty; conduct the business of the Faculty Senate

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and fulfill other responsibilities incumbent on the leader of the Faculty Senate as deemed appropriate. At his or her discretion, the President may delegate these responsibilities.

C. Vice President of the Faculty Senate

The Vice President shall assume the role of the President in the latter's absence and perform other duties as requested by the President.

D. Secretary of the Faculty Senate

The Secretary shall take attendance, record and publish minutes of meetings; publicize scheduled meetings and agendas and items for vote; and update the Faculty Senate archives. Prior to a vote by the Faculty Senate, the Secretary shall establish the existence of a quorum and determine those empowered to vote. The Secretary shall discharge other duties assigned by the President.

Article V

Senators and Alternate Senators: Duties

A. Senators

Faculty Senators shall represent the views and interests of the faculty of their respective Electoral Units and the faculty-at-large. Senators shall attend at least two-thirds of monthly meetings of the Faculty Senate and serve on at least one committee of the Faculty Senate. A Senator who knows in advance that he/she will be unable to attend a meeting of the Faculty Senate is responsible for arranging for one of the Electoral Unit's Alternate Senators to attend in his/her absence.

B. Alternate Senators

Alternate Senators are encouraged to attend all meetings of the Faculty Senate. Alternate Senators are eligible to vote when attending in place of a Senator who is unable to attend a meeting. Alternate Senators are eligible and encouraged to serve as members of Faculty Senate Committees.

Article VI

Removal from Faculty Senate

Officers, Senators or Alternates may be removed from the Faculty Senate if they are unable to fulfill their duties as stipulated in the Bylaws.

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Article VII

Committees

Committees of the Faculty Senate have delegated authority to: consider, investigate and advise on those matters directly related to the operation and purposes of the Faculty Senate; and, to take action on behalf of the Faculty Senate commensurate with the committee's duties, or as specially authorized by the Faculty Senate. The members of the standing committees, *ad hoc* committees and subcommittees shall be members of the Faculty Senate or other qualified faculty. Committees shall be chaired by Senators or Alternate Senators.

A. Executive Committee

The Executive Committee shall be composed of one Senator from each of the seven Electoral Units, and the Officers of the Faculty Senate. The immediate Past President of the Faculty Senate and the Chairs of the Senate Standing Committeesshall serve as a non-voting, consultative member. The Executive Committee member from the respective Electoral Unit shall be selected by the Senators of that unit as stipulated in the Bylaws. The Officers-Elect (President-Elect, Vice President-Elect and Secretary-Elect) of the Faculty Senate shall be non-voting members of the Executive Committee from July through September. The Executive Committee may go into executive session when discussing sensitive issues as permitted by state law. (Paragraph amended May 2017)

B. Standing Committees

Standing committees of the Faculty Senate and their duties are described in the Bylaws of the Faculty Senate.

C. *Ad hoc* Committees

Ad hoc committees of the Faculty Senate are constituted for focused tasks.

Article VIII

Meetings

A. Faculty Senate

Meetings shall be held monthly at a regular time and designated place. Faculty Senate meetings are open to the faculty. The time and place of meetings (regular and special) shall be advertised to the faculty. Members of the faculty may request to be heard at Faculty Senate meetings, but have no vote or other legislative privilege. The President may call an executive session that is open only to Senators and Alternate Senators

B. Faculty

Meetings of the faculty shall be called and presided over by the President of the Faculty Senate. Notice of faculty meetings shall be given at least 30 days in advance. Meetings shall be held at least once yearly. (Paragraph amended May 2017)

Article IX

Bylaws

Procedural guidelines governing the work of the Faculty Senate are documented in the Bylaws of the Faculty Senate.

Article X

Ratification of Constitution

The Constitution of the Faculty Senate shall be ratified by a two-thirds vote of all Senators and a two-thirds vote of all qualified faculty present at a special meeting of the faculty as called by the President of the Faculty Senate or two-thirds votes of all qualified faculty casting a vote in an electronically conducted vote. Upon ratification and henceforth, Articles of the Constitution shall not be changed. All changes to the Constitution shall be by Amendment, as described in Article XI. The Constitution shall be transmitted by the President of the Faculty Senate, through the appropriate administrative channels, to the Board of Trustees and shall take effect upon approval by the Board of Trustees. Prior to ratification of the Constitution or any Amendment, the Governance Committee will distribute pertinent documents to all qualified faculty members at least thirty days in advance of a regularly scheduled faculty Meeting or electronically conducted vote (VIII.B), will invite written comment, and offer an opportunity for discussion.

Article XI

Amendments to the Constitution and Revisions to the Bylaws

A. Constitution

This Constitution may be amended as follows:

A. Proposals for amendments to the Constitution may be made in writing to the President of the Faculty Senate. Any qualified faculty member may propose an amendment. The President of the Faculty Senate will have the item discussed at the Executive Committee. If a majority of the members of the Executive Committee agree, the item will be added to the agenda of the next regular meeting of the Faculty Senate.

B. The President shall give notice of the proposed amendments to all Senators at least thirty days prior to the vote via the usual dissemination routes (e.g., email).

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C. Faculty Senate approval of amendments will be by a vote of two-thirds of the Faculty Senators.

D. The President shall give notice of the proposed amendment to the faculty at least thirty days prior to the vote via the usual dissemination routes (e.g., email).

E. The proposed amendments shall be presented at a meeting of the faculty. They shall be adopted by a two-thirds vote of all qualified faculty present at this meeting. Alternatively, the amendment will be presented via email to the faculty, and an electronically conducted vote will be taken. Two-thirds vote of all qualified faculty casting a vote is required for adoption.

F. All amendments shall be transmitted by the President of the Faculty Senate, through the appropriate administrative channels, to the Board of Trustees and shall take effect upon approval by the Board of Trustees.

B. Bylaws

The Bylaws may be revised as follows:

A. Proposals for revisions to the Bylaws may be made in writing to the President of the Faculty Senate. Any qualified faculty member may propose a revision. The President of the Faculty Senate will have the item discussed at the Executive Committee. If a majority of the members of the Executive Committee agree, the item will be added to the agenda of the next regular meeting of the Faculty Senate.

B. The President shall give notice of the proposed revision to all Senators at least thirty days prior to the vote via the usual dissemination routes (e.g., email).

C. Faculty Senate approval of revisions will be by a vote of two-thirds of the Faculty Senators present at the meeting.

D. The President shall give notice of the proposed revisions to the faculty at least thirty days prior to the vote via the usual dissemination routes (e.g., email).

E. The proposed revisions shall be presented at a regular meeting of the faculty. They shall be adopted by majority vote of all qualified faculty present at this meeting. Alternatively, the amendment will be presented via email to the faculty, and an electronically conducted vote will be taken. Two-thirds vote of all qualified faculty casting a vote is required for adoption.

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Article XII

Review of the Constitution

A. There shall be a mandatory review of the Constitution five years after its adoption and at least every five years thereafter to occur on the decade and years ending in '5', for example 2009-2010, then 2014-2015.

B. This review shall be carried out by the Governance Committee at the direction of the Executive Committee. The review shall include recommendations of the Executive Committee and standing committee chairs.

3.02.02 Faculty Senate By-Laws

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Article I. Quorum

A. A quorum of the Faculty Senate necessary for the conduct of business shall be a simple majority of the voting members of the Faculty Senate except for changes to the Constitution and Bylaws as describe in Article XI of the Constitution.
B. A quorum of the Executive Committee necessary for the conduct of business on behalf of the Faculty Senate shall be a simple majority of the voting members of the Executive Committee.
C. Proxy votes shall not be allowed.

Article II. Conduct of Business

A. The President shall appoint a Parliamentarian. The Parliamentarian shall be a qualified faculty member but need not be a Senator. The Parliamentarian shall act as advisor to the President on matters of rules of procedure.
B. Business shall be conducted using the current edition of Robert's Rules of Order Newly Revised, except where otherwise specified in the Constitution and Bylaws.
C. Business of the Faculty Senate is normally conducted at regular meetings, special meetings, and in standing or *ad hoc* committees.
D. At the discretion of the President and with prior consent of the Faculty Senate, business of the Faculty Senate may also be conducted by distribution of information and ballots through mail, email or other transfer of information, provided that all other requirements of the Constitution of the Faculty Senate are met.
E. Action items requiring a vote by the Faculty Senate shall be distributed by the Secretary of the Faculty Senate at least 10 days before the meeting.

F. Action items requiring a vote by the faculty shall be distributed for comment at least 30 days prior to a regularly scheduled meeting or vote.

Article III. Standing Committees, *ad hoc* Committees, and Duties of Committee Members

A. Membership on Committees

Most work of the Faculty Senate is conducted by standing and *ad hoc* committees.

1. Membership of the Executive Committee is by election or by virtue of office and governed by Article VII.A. of the Constitution.
2. Each Senator shall serve on a minimum of one standing committee.
3. The Executive Committee appoints each committee chair from among Faculty Senators or from members of the Executive Committee.
4. Senators shall serve on standing committees for one-year terms and may serve multiple terms.
5. Members on *ad hoc* committees may serve until the assigned task is completed.

B. Duties of the Committee Chair

The Chair of each committee shall:

Apportion committee work efficiently and fairly among the committee members and, in consultation with the other committee members, decide whether the appointment of subcommittees is appropriate;

Seek advice from the faculty, from administrative and professional staff, and from students, if it is deemed beneficial to the committee's deliberations;

Keep minutes or other records of proceedings that are adequate for efficient continuation of work throughout and beyond the committee's period of service;

Submit an annual report to the Faculty Senate at the end of each academic year.

C. Executive Committee and Standing Committees

1. The Executive Committee shall:

a. Appoint Senators, Alternate Senators and qualified faculty to all committees of the Faculty Senate, except for the Executive Committee itself;
b. Appoint each committee chair from among Faculty Senators; members of the Executive Committee are eligible to serve as chair;
c. Ensure that committee assignments are distributed fairly among Electoral Units and academic ranks;
d. Initiate the formation and dismissal of *ad hoc* committees, as needed;

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e. Accept annual reports from each standing and *ad hoc* committee of the Faculty Senate;
f. Submit to the faculty an annual report at the end of each academic year;
g. Appoint Senators, Alternate Senators or qualified faculty to represent the Faculty Senate on university-wide committees;
h. Facilitate communication among the Administration of the university, the Faculty Senate, and the faculty by meeting with the President or the President's designee and the college Deans or their designees as necessary and by reporting to the faculty, as deemed appropriate;
i. Act on behalf of the Faculty Senate in emergency situations. In circumstances requiring immediate action, the committee may advise the Administration of the university on behalf of the Faculty Senate. It shall report its recommendations to the Faculty Senate at the next Senate meeting. (Paragraph amended May 2017)

2. The Governance Committee shall:

a. Govern the proceedings of the Senate;
b. Conduct Faculty Senate elections, certify eligibility of faculty for election, and maintain appropriate records of elections [See Amendment 1 and Amendment 2];
c. Review the Faculty Senate's governing documents and recommend changes to these documents as deemed appropriate;
d. Interpret the provisions of the Constitution and Bylaws;
e. Codify changes or amendments to the Constitution and Bylaws, as deemed necessary;
f. Call for nominations, establish slates, and conduct elections of officers of the Faculty Senate, as described in Article IV.A.;
g. Monitor and, as necessary, manage changes to the practices and procedures of the Faculty Senate, by revision to Bylaws as appropriate.

3. The Institutional Advancement Committee shall:

a. Monitor major trends in the life of the institution;
b. Track progress of action items discussed in the Senate throughout the administrative channels of the university;
c. Participate in strategic planning for the university;
d. Report back to the Faculty Senate where deemed appropriate;
e. Request that the Faculty Senate take a position or act on issues of general interest. Examples of actions: Collect information and report on major building activities, and on creation, development, or discontinuation of major units or departments.

4. The Faculty and Institutional Relationships Committee shall:

a. Consider issues pertaining to negotiations and procedures that, in a generic sense, apply to individual faculty. Examples of actions: Formulation of contracts, tenure/post-tenure review, promotions and rank, equity, sabbaticals, conflicts of interest, means of grievance.

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b. Accept and evaluate requests to change the Faculty Handbook.

5. The Communication Committee shall:

a. Collaborate with other standing committees to inform faculty of issues;
b. Inform the faculty about the work of the Senate through organized activities. Examples of actions: the organization of targeted workshops or retreats addressing themes such as faculty mentoring, tenure, interpretation of contracts, and sabbaticals.
c. Maintain the Faculty Senate web site and ensure that Senate activities are published in university publications.

6. The Electoral Unit Committees shall:

a. Consist of all elected Senators and Alternates from the particular Electoral Unit.
b. Elect one representative to serve as a member of the Executive Committee for a one-year term. This election occurs immediately after the results of the Senate election are known. This name is submitted to the Governance Committee;
c. Facilitate communication among the Faculty Senate and the dean and faculty of the Electoral Unit;
d. Receive requests for Senate action from faculty of their respective units and decides whether the Faculty Senate should be involved in such action. If not, the Committee directly responds to the request.

D. *Ad hoc* Committees

a. *Ad hoc* committees are composed of Senators, Alternates and qualified faculty for a focused task.
b. Upon completion of the task, the chair presents a report to the Faculty Senate.

Article IV. Procedure for Removal from Senate

A. Any Officer, Senator or Alternate may resign his or her duties at any time by sending a letter to the Executive Committee; see Articles III.F.1 and III.F.2 of the Constitution.
B. If the Senators of an Electoral Unit determine that one of their Senators or Alternates is ineffective, they shall contact that Senator. If no resolution is reached, the parties may take the case to the Executive Committee for deliberation and decision. These proceedings shall be confidential.
C. A Senator or Alternate can be removed for cause from office by a two-thirds majority vote of the Electoral Unit Committee and the Executive Committee.

Article VI. Revisions to Bylaws

The Bylaws shall be reviewed at least once every two years and revisions to the Bylaws are governed by Article XI.B of the Constitution.

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3.03 University-Wide Committees

In addition to special committees as from time to time may be appointed or elected, there shall be standing chartered committees. The most current list is presented at

https://web.musc.edu/about/leadership/councils

All university-wide committees have faculty representation.

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4. FACULTY RANKS AND STATUS

4.01 Regular Faculty Ranks

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Sep 2015	Jul 2016		Oct 2016		
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The following faculty ranks, as generally described below, are used throughout MUSC. Refer to individual college/department guidelines for specific criteria regarding appointment or promotion to any of these faculty ranks. With regard to University affairs, the voting faculty shall be those individuals holding an academic appointment at MUSC with regular faculty rank of Instructor and above, regardless of the percentage of FTE of the faculty appointment.

4.01.01 Instructor

This rank usually requires training beyond the baccalaureate degree. Demonstrated technical proficiency and experience may serve in lieu of formal training. The ability to contribute to the University's teaching programs is required.

4.01.02 Assistant Professor

This rank usually requires that a faculty member holds the appropriate terminal degree and possesses strong potential for development as a teacher, scholar, and researcher. An Assistant Professorship may be awarded in the absence of a terminal degree to individuals who have made significant teaching, research, or service contributions and who have shown evidence of academic potential.

4.01.03 Associate Professor

This rank usually requires the appropriate terminal degree and exemplary service as an Assistant Professor for at least three (3) years at this university or equivalent service elsewhere. Individuals achieving this rank should have demonstrated teaching effectiveness, should have made significant contributions in the areas of research/scholarly activity and service, and should show promise of continued intellectual growth.

4.01.04 Professor

This is the highest academic rank at the University and usually requires an appropriate doctoral degree. For appointment at or promotion to the rank of Professor, an individual normally will have served at the rank of Associate Professor for at least four (4) years and will have demonstrated excellence in the three areas of academic pursuit: teaching, research/scholarly activity and service. In addition, the individual should have an academic reputation extending beyond the University.

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4.02 Special Faculty Ranks

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Sep 2015	Jul 2016		Oct 2016		
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Faculty holding special appointments do not have voting privileges.

4.02.01 Assistant

This rank usually requires a bachelor's degree and the ability to participate in teaching, research, and/or clinical service.

4.02.02 Associate

This rank usually requires at least a non-terminal master's degree or comparable training and experience in an appropriate area.

4.03 Modifiers to Faculty Ranks

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Sep2015	Jul 2016		Oct 2016		
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	
Sep 2018	Oct 2018	Oct 2018	Not required		

The following modifiers may be made to either Regular faculty ranks (4.01) or Special faculty ranks (4.02). These modifiers shall be assigned according to **5.02.02 Procedures for Appointment.**

4.03.01 Visiting

This modified rank applies to faculty whose appointment to the faculty is for a limited time and whose responsibilities are important in the regular programs of MUSC.

4.03.02 Adjunct

This modified rank applies to faculty whose responsibilities are important though not extensive in the regular programs of MUSC, whose appointment is annual or continuous, and whose activities do not ordinarily involve direct patient contact or teaching in clinical courses.

4.03.03 Affiliate

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This modified rank applies to faculty who provide a valuable service to the MUSC mission; are appropriately qualified for the service s/he provides; qualifications and contributions are vetted by the committee that approves the college or unit's promotion applications, then approved by the Dean and the by the Board of Trustees if the appointment is at the Associate or Professor rank; and the individual must receive no state compensation from the college or unit that issues the Affiliate faculty appointment.

With continued and extensive service, Affiliate faculty are eligible for consideration for promotion in rank.

4.03.03 Clinical

This modified rank applies to faculty whose responsibilities are important though usually not extensive in the regular programs of MUSC, whose appointment is annual or continuous, and whose activities ordinarily involve direct patient contact or teaching in clinical courses.

4.03.04 Research

This modified rank applies to faculty whose responsibilities are important to the University and who has few or no job obligations other than doing research, often as a member of a research team.

Faculty with Regular faculty ranks modified by Clinical or Research may participate in faculty governance and have full voting privileges regarding University affairs. Faculty with Regular faculty ranks modified by Visiting or Adjunct and all faculty with Special faculty rank, regardless of modifier, do not have University voting privileges. Participation in college, department, and division governance will be determined by individual colleges.

4.04 Medical University Hospital Authority (MUHA)*

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

*NOTE: For clarification of subsequent narrative, the "MUHA" is referred to when describing the legal organization and/or governance of clinical care. When describing the clinical entity itself, it will be called the "MUSC HEALTH".

Individuals whose primary responsibility rests in one of the components of MUHA may hold a faculty appointment at a specified rank in a designated college, thereby recognizing participation in its educational programs.

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4.05 South Carolina Area Health Education Consortium (SC AHEC)

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

MUSC recognizes the valuable contributions of health care professionals employed by the educational programs at AHEC-affiliated institutions and volunteer professionals not employed by AHEC-affiliated institutions. Both categories of professionals are eligible to apply for MUSC appointments. The employed AHEC professionals have "MUSC AHEC" preceding their faculty rank; volunteer professionals have "MUSC AHEC Clinical" preceding their faculty rank. All MUSC AHEC appointments are without tenure and the SC AHEC Appointments and Promotions Committee coordinates this process with the MUSC Deans' Offices.

4.06 Honorary University Status

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The Board may appoint distinguished academicians to special university-wide rank.

4.06.01 Emeritus

Definition: Emeritus is an honorary title for a faculty member retiring from active university service. This rank recognizes distinguished service to the institution. It is conferred upon a faculty member when he/she retires by the Executive Vice President for Academic Affairs and Provost upon the recommendation of the department Chair and Dean of the respective college, following approval from the Board.

Eligibility: Emeritus status is generally reserved for regular, full-time faculty who are retiring at the rank Professor or Associate Professor and such individuals are designated as Emeritus Professor. An individual retiring at a lower rank may be granted the status of Emeritus at that rank based on the length and quality of his/her service to the institution. An administrator retiring with the rank of the Dean or above may be designated as Dean Emeritus, etc.

Procedure: The retiring faculty member may initiate the process for obtaining Emeritus status, through a formal request to their department Chair. The department Chair on behalf

of the retiring faculty member may also initiate this process. The Chair will make a written recommendation to the Dean of the college with documentation of the faculty member's service, usually his/her *curriculum vitae*. If the Dean concurs, the Dean forwards the recommendation to the Executive Vice President for Academic Affairs and Provost. If the Executive Vice President for Academic Affairs and Provost concurs, the Executive Vice President for Academic Affairs and Provost seeks approval from the Board. If approved, the Executive Vice President for Academic Affairs and Provost shall notify the faculty member in writing of the award of Emeritus Faculty status. If the retiring faculty member is a department Chair, the Dean initiates the request. For administrative titles at the level of Dean or above, the next highest administrator initiates the recommendation.

Benefits: Emeritus status is conferred on the faculty member for life, subject to the same policies for termination as apply for an active tenured faculty member. The following university benefits may be made available to all present and future emeritus faculty to include at a minimum:

- MUSC ID badge reflecting Emeritus status
- Continued Access to the university library and certain computer facilities such as email and approved cloud services access
- Eligibility for continued membership at the Wellness Center at the regular faculty rates
- Maintenance on a mailing list to receive university related news, announcement and invitations to events as appropriate.

Other benefits may be negotiable with the college/department. All benefits are subject to administrative review and the availability of resources.

4.06.02 Distinguished University Professor

Definition: The title of Distinguished University Professor is an honorary title given to a senior level faculty member who has had a distinguished academic career in teaching, service or research. It is conferred in writing by the Executive Vice President for Academic Affairs and Provost upon the recommendation of the department Chair and the Dean of the college, following approval of the Board. Upon retirement, the faculty member may use the title of Distinguished University Professor Emeritus.

Eligibility: Distinguished University Professor status is generally reserved for regular, full-time senior or retiring faculty at the rank of Professor. This high honor is reserved for those faculty members who have made outstanding contributions to their professions and have achieved national and/or international recognition for their accomplishments.

Procedure: Consideration of a faculty member for the title of Distinguished University Professor within the colleges will comply with the college level process for appointment and promotion. If the Dean approves the request within the college, the Dean forwards the recommendation to the Executive Vice President for Academic Affairs and Provost with documentation substantiating the request. If the Executive Vice President for Academic Affairs and Provost concurs, the Executive Vice President for Academic Affairs and Provost

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seeks approval from the Board. If approved, the Executive Vice President for Academic Affairs and Provost shall notify the faculty member in writing of the award of Distinguished University Professor. If the candidate is a department Chair, the Dean initiates the request with consideration by the college Appointment, Promotion, and Tenure committee.

Benefits: Status as a Distinguished University Professor is conferred on the faculty member for life, subject to the same policies for termination as apply for an active tenured faculty member. The Distinguished University Professor will automatically be eligible for all the benefits conferred upon the Emeritus faculty, if he/she is retiring from active service.

4.07 Faculty Appointment to More than One Unit

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The primary appointment of a faculty member holding joint/dual appointments is confirmed by the Executive Vice President for Academic Affairs and Provost. If a faculty member resigns his primary appointment or if his primary appointment is otherwise terminated, all dual and/or joint appointments in other departments or colleges are terminated the date the primary appointment is terminated. If a change of status is to be requested by the chair of the department in which the dual or joint appointment rests, such a request is submitted as a primary faculty appointment through the appropriate channels.

The following terms are descriptive of appointments in more than one unit of MUSC, or between MUSC and some other institution. These terms may be used with all of the above modifiers and ranks as appropriate.

4.07.01 Joint

A faculty member who holds a coordinated appointment in two or more colleges of MUSC or between MUSC and some other institution of higher learning holds a joint appointment.

4.07.02 Dual

A faculty member who holds an appointment between or among two or more departments within the same college holds a dual appointment.

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5. FACULTY APPOINTMENT, PROMOTION, TENURE AND EVALUATION

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Each college shall develop and publish in one document all appointment, promotion, and tenure guidelines or criteria, and establish a formal review of this document every three years. Each document should be explicit and the process clearly defined with input from the faculty. Each college shall establish appropriate procedures for all faculty appointments and promotions including those on tenure and non-tenure tracks. Faculty may switch between tenure and non-tenure tracks one time with approval by the dean of the college. Faculty members on the tenure track will be afforded protected time for academic pursuits.

Current links to College-specific Appointment, Promotion, and Tenure Polices can be found below:

College of Dental Medicine:

https://education.musc.edu/colleges/dental/about/resources/development

College of Health Professions:

http://academicdepartments.musc.edu/chp/academic_faculty-affairs/index.htm

College of Medicine:

https://horseshoe.musc.edu/university/colleges/com/musc-appointments-promotion-and-tenure-information

College of Nursing:

https://portal.musc.edu/nursing/CON%20Intranet/Resources/Faculty%20Handbook/Section%20V.pdf

College of Pharmacy:

http://academicdepartments.musc.edu/faculty_senate/essential_docs/promotion/pharm.html

College of Graduate Studies:

http://academicdepartments.musc.edu/grad/faculty_resources/grad_fac_app_info.htm

Academic Affairs Faculty:

https://education.musc.edu/colleges/aaf/policies

5.01 College/Department Faculty Appointment, Promotion and Tenure Committee

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Purpose:

Each college and general faculty unit will have an Appointment, Promotion and Tenure (APT) Committee. In addition to reviewing initial appointments, this committee shall evaluate faculty seeking promotion, tenure and review of tenured faculty. Colleges may choose to have a subcommittee of the APT that will exclusively evaluate initial tenure and review of tenured faculty. Any subcommittee must follow the guidelines for composition. The college APT committee will be advisory to the Dean.

Composition:

The Dean may determine the composition of the committee by either appointment or election, as long as the composition of the committee meets the following guidelines. The term of membership should be three years in length for both elected and appointed members, and may be renewed once. One-third of the committee shall be appointed or elected each year.

If the college has multiple tracks (educator/clinician, educator/researcher) faculty representatives from each track should be represented on the committee.

Administrators who serve in a supervisory role to faculty members being evaluated for promotion/tenure (e.g., deans, department chairs), and thus have other avenues for input into the promotion/tenure process, shall be excluded from the college APT committee. Division Directors and program directors who have already had input into an individual's evaluation should be excluded from deliberation and voting on that individual if they are on the committee.

The committee should consist of a minimum number of four. There shall be no maximum number.

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Only faculty at or above the rank, for which the individual is being considered, may vote on decisions involving promotion.

Only tenured faculty may vote on decisions involving individuals seeking tenure, or on review of tenured faculty.

If there are insufficient numbers of tenured faculty available to meet the above guidelines, non-tenured faculty may serve in their place, at the discretion of the Dean.

5.02 Faculty Appointment

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

5.02.01 Criteria for Appointment

Each college, through its Appointment, Promotion, and Tenure Committee, shall develop and publish a set of criteria which has been approved by the Executive Vice President for Academic Affairs and Provost through appropriate channels, and which will be used in the appointment of new faculty members. Such criteria should reflect the specific missions of the individual colleges and should be formulated to promote faculty excellence within the institution as a whole.

5.02.02 Procedures for Appointment

Appointments to the faculty ordinarily are initiated by the department chair. Academic appointments at the level of department chairman or higher usually are initiated by the administrative officer of the next higher rank.

The department chair shall consult with the departmental faculty of equal or superior rank to the prospective appointee or with the departmental Appointment, Promotion, and Tenure Committee before nominations are forwarded to the dean.

Upon approval by the dean, requests for appointment shall be forwarded to the Executive Vice President for Academic Affairs and Provost for approval. If departmental affiliation within a college is not involved, the requests shall be initiated by the appropriate dean and addressed to the Executive Vice President for Academic Affairs and Provost. If collegial affiliation is not involved, the requests shall be initiated by the Executive Vice President for Academic Affairs and Provost and addressed to the President. Upon such approval, recommendations for appointment shall be forwarded to the President.

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Appointments to the rank of Assistant Professor without tenure and below shall be made by the President. On the recommendation of the President, appointments to any rank with tenure, and all appointments to the rank of Associate Professor or Professor shall be made by the Board.

When a faculty member holding a modified rank or special appointment is considered for a change to a regular non-modified rank, the appointment shall follow the established procedures for initial appointment.

5.02.03 Term of Appointment

Appointment of faculty members with respect to term is of three types:

- A twelve (12) month appointment
- A nine (9) month appointment
- Appointment for other specified periods of time

Appointments are made on an annual basis: Twelve (12) month appointments usually begin July 1st. Appointments for time periods other than twelve (12) months span the academic year of the college of primary responsibility. The initial letter of appointment and/or contract and subsequent written notification of reappointment specifying the salary, rank, term of appointment, and tenure status, is given by the department chairman or other responsible administrative officer with the approval of the Executive Vice President for Academic Affairs and Provost.

Term of Appointment for Non-Tenured Faculty:

Any change in term of appointment for non-tenured faculty must be based upon documented evidence of financial exigencies or impending financial exigencies or of need for program redirection to insure the viability of a department or college. Efforts to make suitable reassignments of affected personnel will be made by the responsible administrative officers should the faculty desire to retain his or her original term of appointment.

The recommendation and rationale for faculty term of appointment changes must be written by the Dean or responsible administrative officer and submitted to the Executive Vice President for Academic Affairs and Provost for approval. Following approval by the Executive Vice President for Academic Affairs and Provost, written notice of the intention to change the term of appointment of a non-tenured faculty member shall be given, to the extent that appropriated funds are available and legislation permits, as follows:

(1) At least three [3] months prior to the expiration of the contract for faculty under his or her initial faculty appointment.
(2) At least six [6] months prior to the expiration of the contract for faculty appointed under a second-year contract.
(3) At least one [1] year prior to the expiration of the contract for faculty under a third [3rd] year or subsequent-year contract.

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5.03 Faculty Promotion

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Promotion both recognizes achievement and acknowledges that the individual is capable of greater accomplishments and responsibilities. The policy of the university is to make promotions strictly on merit.

5.03.01 Criteria for Promotion

Each college, through its Appointment, Promotion and Tenure Committee, shall develop, publish, and distribute to its faculty a set of criteria which have been approved by the President through appropriate channels, and which shall be used in the consideration of promotion to the various ranks. Such criteria should reflect the specific missions of the individual colleges and should be formulated to promote faculty excellence within the institution as a whole.

5.03.02 Procedures for Promotion

Recommendations for promotion of a faculty member are submitted to the dean by the department chairman after consultation: 1) with those faculty members of the department or administrative unit who are at or above the academic level to which the faculty member is seeking promotion; and/or 2) with the department or college Appointment, Promotion and Tenure Committee. In the case of promotion for department chairs or deans, the next higher administrator shall compile and forward the recommendations.

The faculty member being considered for promotion will be notified in writing by the department chair or other appropriate administrative officer of the schedule for the promotion review and will be given the opportunity to submit evidence relevant to the evaluation of his/her performance and future promise.

If the recommendation for promotion is disapproved, the faculty member shall be notified of the disapproval and the reason for it prior to the promotion deadlines.

Recommendations for promotion are considered by the dean of the appropriate college following the recommendation of his/her committee. Recommendations concerning administrative officers who hold faculty rank are submitted by the next higher administrative officer.

The dean makes formal recommendations and prepares a consolidated report for the Executive Vice President for Academic Affairs and Provost, who makes formal

recommendations to the President. The President reviews the recommendations submitted by the Executive Vice President for Academic Affairs and Provost, renders decisions, and, when required, submits recommendations to the Board.

The dean is responsible for notifying the faculty member in writing of any action taken in regard to promotion by the Executive Vice President for Academic Affairs and Provost or the President, and where applicable, also by the MUSC Board. The department chair notifies the faculty member in writing regarding salary for the forthcoming fiscal year.

Promotions are approved by the Board of Trustees and made effective on either January 1 or July 1 each year.

5.04 Faculty Tenure

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Tenure shall be the assurance of continuous appointment to a particular faculty rank, with continuation of salary commensurate with the rank, as long as duties are performed in accordance with accepted standards, subject to termination for cause, upon retirement, on account of financial exigency, or the change or abolition of institutional programs. Tenure rests in the college or department of primary appointment only. The initial letter of appointment and/or contract and annual renewals shall specify status with regard to tenure.

The following full-time faculty are not eligible for tenure: (a) faculty holding limited term appointments and (b) faculty holding modified ranks or special appointments as designated in Sections 4.02, 4.03, 4.04, and 4.05.

The tenure of a faculty member who also holds an administrative position, such as dean or department chair, extends only to the faculty position s/he holds conjointly with such an administrative position.

The assurance of continuation of salary shall apply to compensation based on academic rank, as defined in the annual contract (See Section 5.10). It shall not apply to additional compensation including, but not limited to, clinical practice income, consultation fees, administrative supplements, and special payments.

5.04.01 Criteria for Tenure

The faculty member must demonstrate competence and promise of long-term usefulness to the missions and programs of the university to be considered for tenure.

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Each college, through its Appointment, Promotion, and Tenure Committee shall develop a set of criteria to be used in the consideration of granting tenure and which shall have received the approval, through appropriate channels, of the Board. Each committee also shall publish and distribute these criteria to its faculty. Such criteria should reflect the specific missions of the individual colleges and should be formulated to promote faculty excellence within the institution as a whole.

5.04.02 Procedures for Granting Tenure

(1) The department chair or her/his designee initiates and forwards a recommendation to the dean after consultation with the departmental Appointment, Promotion and Tenure Committee and, where appropriate, with students, faculty outside the department, and professional colleagues. After consideration, the college Appointment, Promotion and Tenure Committee submits its recommendation to the dean.
(2) The dean reviews recommendations and forwards approved recommendations to the Executive Vice President for Academic Affairs and Provost, and through him/her to the university Tenure Committee. The recommendations of the University Tenure Committee are reviewed by the Executive Vice President for Academic Affairs and Provost and approved recommendations are then forwarded to the President and the Board for final action.
(3) If the recommendation for tenure is disapproved, the faculty member shall be notified of the disapproval and the reason for it prior to the tenure deadlines.
(4) Tenure ordinarily becomes effective once a year on January 1.

5.05 Post Tenure Review

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Jul 2017			Aug 2017		
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

At every stage of a faculty member's career, the division Director and/or department Chair will review the faculty member's performance through the annual review process and reviews for promotion and tenure. Post-tenure review serves to evaluate a tenured faculty member's professional ongoing contributions and value to the university. During these reviews, efforts should be made to identify realistic long-range goals for career enhancement, evaluate the faculty member's strengths and weaknesses in performance, and, through appropriate advice and action, provide opportunities to correct any weaknesses to enable the faculty member to realize her/his full professional development. The review should be used to ensure that all tenured faculty members: (a) continue to perform at a level to achieve their long and short range career goals and (b) serve the needs of the students and the institution.

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All tenured faculty members are subject to post-tenure review. There are two mechanisms of post-tenure review: a streamlined post-tenure review (described in 5.05, subsection 2 below) and a full post-tenure review (described in 5.05, subsection 4 below). A streamlined post-tenure review occurs every six years for those who have been evaluated as adequate or superior in each of the six years. The full post-tenure review occurs either every six years if a faculty member has received an inadequate evaluation during the prior six years, or is triggered if a faculty member's performance is deemed to be inadequate in two consecutive years. In either mechanism, the post-tenure review is reliant on the annual review.

1) **Each tenured faculty member undergoes annual reviews.** The faculty member's annual review is integral in determining performance. The department Chair/division Director will use the three-point scale for annual reviews (below, meets or exceeds expectations). If a faculty member is rated as below expectations in a majority of applicable performance categories, they will receive a "below expectations" overall evaluation. Each year, the faculty member must be made aware of specific requirements to attain an adequate annual review so that he or she is given the chance to meet these specific requirements.

2) **If the tenured faculty member receives no ratings of below, they undergo streamlined post-tenure review every sixth year.** For a tenured faculty member who has received overall ratings of meets or exceeds expectations in all annual performance evaluations in the preceding six years, the department Chair/division Director will send a letter to the Appointment, Promotions and Tenure (APT) Committee of the faculty member's college stating that the faculty member satisfies the requirements of a favorable post-tenure review. A copy of this letter will be sent to the faculty member under review and the college Dean, and placed in the faculty member's personnel file. The faculty then starts a new six-year cycle.

3) **If the faculty member receives an overall rating of below in a majority of applicable performance categories, they undergo a full post-tenure review**. There are two mechanisms that lead to a full post-tenure review: (i) If a faculty member has received a below in a majority of applicable performance categories evaluation during the six-year cycle, the faculty member is subject to full post-tenure review at the end of that cycle (see (b) below), or (ii) If the faculty is rated as below in a majority of applicable performance categories in two consecutive years, a full post-tenure review is triggered, which starts after the second year of the performance-improvement plan (see (c) below).

    a) **Upon the first rating of below in a majority of applicable performance categories in an annual review, a Performance-Improvement Plan (PIP) is implemented.** If a tenured faculty member is rated below in a majority of applicable performance categories on an annual evaluation, the department Chair/division Director shall meet with the faculty member to outline the steps of improvement to be taken to correct the deficiencies, to establish criteria for the satisfaction of those deficiencies and to indicate what resources are available to support the plan, as appropriate. This Performance-Improvement Plan (PIP) should be approved by the college Dean, reported to the Executive Vice President for Academic Affairs and Provost, and described in the associated

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annual contract. The faculty member will be given two years beyond the date of the contract to execute the plan successfully. The goal shall be restoration of adequate performance. A written summary of the meeting shall be prepared for the faculty member by the department Chair/division Director and copied to the college Dean, the college APT committee, and the Executive Vice President for Academic Affairs and Provost.

b) **Upon a rating of meets or exceeds in the year after a rating of below on annual review, the faculty member will undergo a full post-tenure review at the end of the six-year period.** The department Chair/division Director shall send a letter to the college Dean, the college APT Committee, and the Executive Vice President for Academic Affairs and Provost stating that the faculty member has received an overall rating of meets or exceeds on their subsequent annual performance evaluation, noting that deficiencies have been corrected. A copy of this letter will be sent to the faculty member under review and placed in the faculty member's personnel file. The faculty member then continues their cycle for post-tenure review, but at the end of the six years will be subject to a full post-tenure review, as described in Number 4 of this section.

c) **Upon the second rating of below** in a majority of applicable performance categories **in an annual review, a full post-tenure review is triggered.** If the department Chair/division Director finds that the tenured faculty member fails to make substantial progress toward meeting the performance goals that had been set in the performance-improvement plan and receives a second below evaluation on the subsequent annual evaluation, the faculty member begins year 2 of the performance-improvement plan. Two consecutive inadequate evaluations is also the trigger for a full post-tenure review to be conducted at the end of year 2 of the performance-improvement plan, which is described in Number 4 of this section. If, however, the performance of the faculty has improved significantly at the end of year 2 of the performance-improvement plan, the department Chair/division Director may recommend that the full post-tenure review not occur until the end of the six-year period.

d) The process leading to full post-tenure review after two inadequate evaluations is illustrated in Figure 1.

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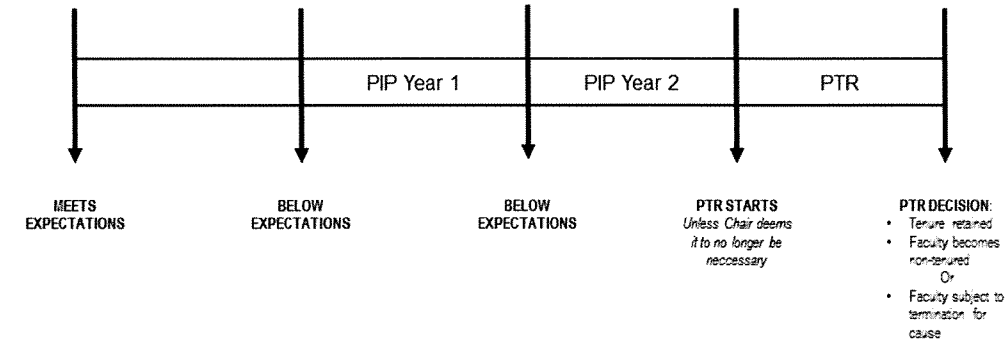

Figure 1: The full post-tenure process as triggered by two consecutive below expectations evaluations

4) Full Post-Tenure Review: The full post-tenure review is initiated by the department Chair/division Director or supervising administrator. The department Chair/division Director submits a letter to the college APT Committee detailing the deficiencies of the faculty member under review with corroborating documentation. The department Chair/division Director must also notify the college Dean and the Executive Vice President for Academic Affairs and Provost. A copy of the letter will also be sent to the faculty member under review and placed in the faculty member's personnel file.

The charge of the college APT Committee is to recommend for or against the removal of tenure. The college APT Committee will review the faculty member's performance based upon written standards and criteria that are developed by the individual college APT Committees. The criteria should reflect the specific missions of the individual colleges and the university. Each college APT Committee shall publish and distribute these criteria to its faculty. The basic standard for evaluation shall be whether the faculty member under review discharges the duties appropriately associated with her or his position as documented by annual faculty contracts and the initial offer letter for the position, if applicable. The review must also be flexible enough to acknowledge different expectations in different disciplines and changing expectations at different stages of faculty careers. In reviewing a faculty member's performance, the college APT Committee will recognize not only the diverse talents, activities and accomplishments of faculty within that college, but also that individual faculty are expected, in consultation with their department Chair/division Director, to focus their efforts in selected areas of endeavor. The college APT Committee will also verify that an adequate environment was provided by the department Chair/division Director to support the faculty member in performance of these directives. The college APT Committee must include a tenured MUSC faculty member from outside of the college to review the faculty member's performance. The department Chair/division Director may suggest outside reviewers to the APT Committee.

(a) For its deliberations, the college APT Committee will utilize the following:

(i) A full report on the faculty member will be prepared by the department Chair/division Director, consisting of copies of the previous six years' annual performance evaluations conducted by the department Chair/division Director using the college/department/division specific faculty performance evaluation forms, and when applicable, written summaries that document deficiencies and plan(s) of remediation, plus the Chair's letter outlining efforts to remedy the deficiencies, supplemented by any other documents and information that the department Chair/division Director wishes to submit.

(ii) The faculty member under review shall be given the opportunity to appear before the committee and/or submit any documents that he or she wishes to be considered. During the time in which the post-tenure review process is being conducted, the faculty member can submit new materials relevant to the consideration as they become available. Examples of types of documents that a faculty member may wish to submit include: evaluations of teaching performance, documentation related to service and clinical practice, evidence of research or scholarship and any other material regarding activities pertinent to the college's mission.

(iii) The college APT Committee may request the submission of further documentation in addition to that provided by the department Chair/division Director.

(b) After completing their review, the college APT Committee shall submit a written report to the department Chair/division Director. The report, which shall be a permanent part of the faculty member's personnel file, will contain:

(i) An evaluation of the faculty member's performance and progress, including the perceived strengths and weaknesses.

(ii) An analysis of the faculty member's potential for further professional development. If applicable, opportunities for development should be identified (*e.g.*, encouragement of research initiatives, potential mentorships in teaching and research, or appropriate professional development courses that could be taken).

(c) The college APT Committee shall forward the report to the college Dean with a clear recommendation for retention of tenure when the faculty member, in the Committee's judgment, is rated superior or adequate. A rating of inadequate by the college APT Committee shall be forwarded to the college Dean with a recommendation pertaining to tenure. The written report and recommendation of the APT committee shall be provided simultaneously to the faculty member under review and the Dean. The college Dean reviews the recommendation and if he or she determines the removal of tenure is warranted, forwards the recommendation to the Executive Vice President for Academic Affairs and Provost for review and action by the University Tenure Committee. The college Dean shall provide to the faculty member, department Chair/division Director and college APT Committee memoranda indicating her/his action.

(d) If the University APT Committee, after a full hearing of the case, supports the recommendation for removal of tenure, this recommendation will be forwarded to the

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Executive Vice President for Academic Affairs and Provost. The faculty member then has the option to file a Grievance and Appeal Procedure, as described in the *Faculty Handbook* (Section 8.02). The Executive Vice President for Academic Affairs and Provost will make the final determination and, if necessary, make a recommendation to the Board of Trustees for action.

If the Executive Vice President for Academic Affairs and Provost's decision and, if used, the Grievance and Appeal Procedure, results in the decision to remove the faculty member's tenure, there are two possible outcomes: the faculty will continue as a non-tenured faculty or the faculty member will be subject to termination for cause under Section 9.01 of the *Faculty Handbook*. In the event of termination for cause, the process of full post-tenure review will have fulfilled Section 9.02 of the *Faculty Handbook*.

Policies: The following policies are applicable to post-tenure review:

(a) The full post-tenure review process, as described above in 4), must be concluded within 12 months. Responsibility for adhering to this timetable rests with the Executive Vice President for Academic Affairs and Provost's office.

(b) The outcomes of all evaluations shall be confidential; that is, confined to the appropriate college or university persons or bodies and faculty member being evaluated, and shall be released only with the written consent of the faculty member.

(c) In accordance with the review process mandated by the *Faculty Handbook*, the above policy and standards and criteria developed to carry out this policy should be evaluated with respect to the effectiveness in supporting faculty development and redressing problems of faculty performance.

5.06 Faculty Evaluation

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
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The State of South Carolina requires that all state universities and colleges evaluate faculty performance. In order to comply with this requirement, MUSC has developed a faculty evaluation procedure which has been approved by the division of Human Resources of the State Budget and Control Board.

Each college of the university has an approved Performance Appraisal form (faculty evaluation). Consult with respective Dean's Office for copies of these forms. The form is completed annually for each member, and is kept in a permanent file under the purview of

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the dean or director. The faculty member has a right to full disclosure of the Performance Appraisal.

The faculty member is required to sign the appraisal, indicating s/he has read the evaluation form, but has the right to make written comments concerning agreement or disagreement with the evaluation.

College of Health Professions:

http://academicdepartments.musc.edu/chp/academic-faculty-affairs/faculty-fa/faculty_evaluation.htm

College of Dental Medicine:

https://education.musc.edu/colleges/dental/about/resources/development

College of Medicine:

http://academicdepartments.musc.edu/com/faculty/apt/forms/FacPerfEval.doc

College of Nursing:

https://horseshoe.musc.edu/university/colleges/college-of-nursing/faculty/resources/faculty-evaluation-and-process-forms

College of Pharmacy:

The MUSC COP Evaluation form is located inside of the Faculty Resources File within MUSC Box –COP

Academic Affairs Faculty:

http://colbert.library.musc.edu/dlsifac/

5.07 Faculty Salary Increases

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
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Salary increases for faculty members will be distributed as merit based increases. When funds are designated for faculty salary increases, the amount and the procedure for allocation of these funds will be communicated to the faculty.

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All funds will be distributed as merit increases, based on the approved Faculty Performance Evaluation Form, which is mentioned in Section 5.06 of the university *Faculty Handbook.*

5.08 Distribution of Faculty Activity

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The assignment of a faculty member's division of responsibilities between academic activities is initially specified in the letter of offer and initial contract. Review and, eventually, reevaluation of division of obligations is carried out as part of the annual evaluation, at which time the faculty member and supervisor mutually agree upon any changes in the balance of instruction/teaching, scholarly activity, administrative responsibilities, community services, and, when applicable, clinical services, in keeping with the mission of the Medical University. The faculty member and the supervisor sign the Performance Evaluation Form, on which the percent effort for various assignments/responsibilities is outlined in writing. Should an agreement not be reached, either the faculty member or Chair will proceed under policies detailed in Section 8 of the *Faculty Handbook.*

5.09 Faculty Record Review

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Faculty members have the right to review their personnel file upon written notification to their department chair and/or dean. Faculty members may make additional submissions and/or provide explanations of errors or omissions. Such additions shall become a part of the permanent file. Nothing herein shall grant the faculty member a right to purge or remove anything in their personnel file without prior written consent of their direct supervisor and the dean of the college.

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5.10 Universal Faculty Contract

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https://education.musc.edu/-/sm/education/faculty/faculty-senate/f/approved-faculty-contract.ashx?la=en

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6. FACULTY DEVELOPMENT

6.01 Sabbatical Leave

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

A faculty member holding the rank of Professor or Associate Professor who has rendered six or more years of satisfactory service to MUSC may be granted sabbatical leave in order to study or undertake further training. Sabbatical leave is for the primary purpose of enhancing the value of the professional status of the faculty member in further service to the Medical University. The period for sabbatical leave may be for up to one year. Salary support during this period will be at the rate of one month for each year of service to MUSC, up to a maximum of twelve months salary.

A sabbatical leave may be granted by the Board upon recommendation by the President, following approval by the department Chair, the Dean of the college concerned, and the Executive Vice President for Academic Affairs and Provost, and with the understanding that the faculty member will return to active service MUSC when such leave has ended.

During sabbatical leave, annual leave accrual is prorated according to the percentage of the MUSC salary paid to the faculty member (i.e., a faculty member receiving half-pay from the university while on sabbatical leave would accrue one-half of full annual leave entitlement. Upon return, it is incumbent upon a faculty member receiving partial pay while on sabbatical to request that his/her department submit a leave correction form to ensure that the full annual leave entitlement is reinstated.

In accord with the state Sick Leave Act, faculty members will not accrue sick leave while on sabbatical leave.

Benefits may continue during a sabbatical leave, but the faculty member MUST contact the Benefits Section of the Department of Human Resources Management for advice on what action is required to maintain current benefits. To prevent loss of benefits, it is essential that the faculty member contact Human Resources Management at least 60 days prior to beginning sabbatical leave.

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6.02 Upward Faculty Mobility Toward Advanced Degrees

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
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PURPOSE: This policy is intended for the primary purpose of enhancing the value of the professional status of the faculty member in further service to MUSC. The university, therefore, upon prior approval of the dean of the college in which s/he holds primary appointment, offers the faculty member who does not possess a terminal degree in her/his field an opportunity to pursue a planned program for upward mobility toward an advanced degree.

ELIGIBILITY: Full-time faculty members with no modifiers to their ranks are eligible to apply for admission to an advanced degree program under this policy.

6.02.01 Academic Requirements

1) In any course of study pursued toward a degree, the faculty member shall meet the same requirements for the degree, as published in the University Bulletin, as any other student.
2) The student/faculty member will be required to meet the regularly scheduled class times in courses in which s/he is enrolled.
   a) Student laboratory assignments that can be accomplished outside of the faculty member's normal working time may be made an exception, if approved IN ADVANCE by the deans and department chairs concerned.
   b) If his/her duties and responsibilities as a faculty member conflict with his/her student class hours, his/her faculty responsibilities shall take precedence. This is to be determined by the deans involved.
3) The faculty member seeking an MUSC degree will be required to demonstrate his/her academic progress to a committee of qualified evaluators at least once each year by means of either a written and/or oral examination. The results of the evaluation will be submitted by this committee to the dean of the college in which the degree is being pursued and to the department chair, if appropriate. This dean shall file a copy of the report with the Executive Vice President for Academic Affairs and Provost.
4) Failure to perform in a satisfactory manner at any time shall be reported to the Executive Vice President for Academic Affairs and Provost by the dean involved.
5) No deviation from the approved plan of study will be permitted without a written request from the department chairs, the recommendation of the deans, and the approval of the Executive Vice President for Academic Affairs and Provost. Such approval for an amended study plan shall be filed in the student/faculty member's record in the office of the University Registrar.

6.02.02 Financial Considerations and Requirements as a Faculty Member

1) The faculty member who has been admitted as a student to a degree program in at the Medical University or elsewhere must abide by the following if s/he is to receive financial considerations by the university:
   a) promotion as a faculty member may be denied during the period of time the degree program is in progress.
   b) faculty salary increases other than "across the board" raises may be denied.
   c) obtaining of the degree in no way obligates MUSC to alter his/her initial faculty appointment, to promote him/her, or to significantly adjust his/her salary, although any or all of these may be a result.
   d) s/he shall agree, in writing, to continue his/her employment to MUSC for a period of not less than one year after receiving the degree.
2) The faculty member who agrees to the above financial terms may pursue his/her approved plan of study at the yearly average rate of 15% of his/her normal work time, with no reduction in salary.
3) If an accelerated plan of study is requested by the faculty member and is approved by the chair, deans, and the Executive Vice President for Academic Affairs and Provost, the faculty member must voluntarily reduce both her/his teaching responsibilities and her/his salary proportionately.
4) If the approved plan of study includes extensive bench research or clinical rotations during normal faculty working time, a proportionate salary reduction shall be required. If this is determined at the time the program is initially approved, the amount of salary reduction will be determined at that time.

6.02.03 Financial Requirements as a Student

1) While pursuing his/her approved plan of study, the student/faculty member will officially register for each course taken and pay the appropriate tuition and fees as set by the college in which s/he is enrolled. In the year in which the degree is to be conferred, the student/faculty member shall pay, in addition to the required tuition, the full fees required of all students.
2) If an accelerated plan, as described in Section 6.02.02 under "Financial Considerations and Requirements as a Faculty Member," is in effect, the student/faculty member must pay the appropriate tuition each semester.

6.02.04 Procedure for Faculty Member

1) The faculty member shall submit
   a) to the chair of his/her department and the dean of the college in which s/he holds primary faculty appointment, and if applicable
   b) to the dean of the college in which s/he proposes to pursue the advanced degree, a complete outline of the proposed curriculum, semester by semester. S/he shall also indicate all courses to be taken, the proposed research and/or clinical experience required, and the degree which is to be sought.
2) If the faculty member's proposal is disapproved at any step in the Administrative Procedure stated below, s/he will be so notified; this action shall be considered final.

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3) If the faculty member's proposal is approved, the Executive Vice President for Academic Affairs and Provost will notify him/her in writing and s/he may then proceed to apply for admission through the regularly prescribed admissions policy of the college in which s/he is seeking admission.
4) The application for admission shall have attached to it the following:
   a) outline of plan of study
   b) letter of approval from the Executive Vice President for Academic Affairs and Provost to pursue the degree as outlined
   c) required application fee.

6.02.05 Administrative Procedure

1) Upon receipt of a request with attachment thereto of a complete outline of proposed study as stated under "Procedure for Faculty Member" above, to pursue admission to a specific advanced degree program within a college of the Medical University, the dean(s) of the college(s) concerned in conjunction with the appropriate department chairs either approve or disapprove the request. If more than one dean is concerned (i.e., if the dean of the college of proposed study is different from the dean of the college in which the faculty member holds primary appointment), approval to apply for admission must be by both. Either one disapproving, the request shall be denied.
2) If the request is approved, the dean of the college in which the faculty member holds primary appointment shall write a letter to the Executive Vice President for Academic Affairs and Provost, with a copy to the dean of the college to whom the faculty member will submit his/her application, stating willingness for the faculty member to apply for admission as a student. The letter should include: (a) how all of the individual's duties, teaching responsibilities, and other commitments to his/her department would be met; (b) what financial considerations would apply as described in Section 6.02.02 under "Financial Considerations and Requirements as a Faculty Member," and (c) indication of approval of the plan of study.
3) In like manner, if the request is approved, the dean of the college of proposed student enrollment shall notify the Executive Vice President for Academic Affairs and Provost in writing of: (a) procedures for evaluation of the faculty member's progress as a student in accordance with his/her approved plan of study; and (b) the names of the faculty members assigned to evaluate the faculty/student's progress. Such progress will be evaluated in accordance with Subsections (3) and (4) under Section 6.02.01 "Academic Requirements."
4) The faculty member shall then be notified in writing by the Executive Vice President for Academic Affairs and Provost that her/his plan of study has been approved and that s/he may apply for admission through the regular admissions process of the college in which the advanced degree is to be sought.

Any time the above procedures or processes are not adhered to, the faculty member, if admitted to a course of study, may be removed from the college in which s/he is enrolled or may be required to reimburse MUSC for any financial losses suffered either as a result of being a student and/or a faculty member.

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6.03 Faculty Desiring to Obtain a Degree in Addition to Terminal Degree Already Held

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A faculty member holding a terminal degree in the area of his/her original appointment who wishes to obtain an additional degree offered at MUSC will be subject to the same policy, rules, regulations and requirements as a faculty member who seeks a terminal degree. Further, since such a program of study is not to be construed as a faculty member's service to MUSC, a proportionate reduction in salary may be necessary to meet his/her responsibility, unless otherwise approved by the dean of the college of his/her primary appointment.

6.04 Tuition Assistance

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
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MUSC provides tuition and mandatory fees assistance to permanent employees (classified, faculty, and other unclassified employees) for up to four credit hours a semester as authorized by Section 59-111-15 of the 1976 South Carolina Code of Laws, as Amended (**http://www.scstatehouse.gov/code/t59c111.php**). Tuition and mandatory fees assistance will be provided by reimbursement of tuition cost after course completion, subject to availability of employing department funds. Permanent employees who are employed at least 30 hours per week are eligible to apply for tuition and mandatory fees assistance regardless of race, color, religion, sex, age, national origin, disability or veteran status. The tuition assistance program is only for MUSC employees to enroll in a credit-bearing course at MUSC or any other state institution (not including continuing education) on a space-available basis and with approvals of the course director or department chairperson.

Faculty Tuition Assistance Policy Links

University HR: Link to Tuition Assistance Request Form found within policy

https://horseshoe.musc.edu/~/media/files/hr-files/univ-files/policies/policy17.pdf?la=en

Hospital HR

https://horseshoe.musc.edu/~/media/files/hr-files/muha-files/policies/policy17tuitionassistance.pdf?la=en

6.05 Travel

MUSC, as an agency of the State of South Carolina, is subject to the travel guidelines set by the State Budget and Control Board: http://www.state.sc.us/cg/info/disbregs/travel.htm

6.06 International Travel Policy

Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
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http://globalhealth.musc.edu/blog/musc-international-travel-policy

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7. FACULTY DUTIES AND RESPONSIBILITIES

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
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It is the duty of the faculty to create an environment that is conducive both to the education of skilled professionals and to the scholarly pursuits of the faculty. The university provides an environment for intellectual development, reasonable working space, and an appropriate amount of time for scholarly growth and achievement.

Subject to the approval of the Board, the faculty of each college has jurisdiction over all matters pertaining to the curriculum. The faculty has the responsibility for prescribing the curriculum, determining academic standards and teaching and examining accordingly. It has the responsibility for determining the entrance requirements, determining requirements for promotion and dismissal of students, determining the requirements for the graduation of students, recommending candidates for degrees and certificates, and enacting rules and regulations for the overall guidance of student programs.

The faculty shall serve an advisory function on the appointment, promotion or dismissal of faculty and administrators, on the distribution of funds and facilities for education, research and service; and on the acquisition of external support for research and other scholarly activities.

7.01 MUSC Code of Conduct

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
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https://web.musc.edu/about/compliance/conduct

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7.02 Academic Freedom

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
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A member of the faculty is free to teach and to discuss in classes any aspect of a topic pertinent to the understanding of the subject matter of the course which is being taught; to act and to speak as a private citizen without institutional censorship or discipline. A member of the faculty is free to carry on research and disseminate the results.

7.03 Outside Activities

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Faculty members should not participate in outside activities that create a conflict of commitment with their contractual obligations to the Medical University. A faculty member may engage in outside activities, whether for compensation or not, on a limited basis, provided that such activities are in keeping with his/her professional practice agreement, competency, and development, and do not interfere with the performance of his/her assigned duties. Activities such as preparation and presentation of research results, presentation to professional groups, peer review activities, and service as members of professional or community societies are normally not considered outside activities, i.e., they are within the scope of work. Employment of faculty by other state agencies or institutions must be accomplished through the procedures established by the state; remuneration is limited by law.

Outside activities must be disclosed to the Institution annually as described in the MUSC/MUHA Conflict of Interest Policy. Additionally, outside activities must comply with the provisions of the MUSC/MUHA Conflict of Interest Policy and the MUSC/MUHA Industry Relations Policy. These policies appear in following sections via links to the MUSC Conflict of Interest Office. Questions regarding application of these policies can be directed to that office.

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7.04 Political Activities

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Faculty members of the Medical University may undertake civic duties and participate in community political activities and, as a general rule, hold municipal or local political offices without interference from the Medical University. However, great care should be exercised in active political campaigning in state and federal elections. Campaigning for a major state or federal government office requires a leave of absence authorized by the President of the Medical University. Any faculty member elected to major state or federal government office either must obtain a leave of absence authorized by the President or resign from the faculty.

7.05 Conflict of Interest

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The faculty of the Medical University of South Carolina engages in a wide variety of external activities with public and private organizations. The Medical University endorses and subscribes to the principles of the joint statement of the American Council on Education and the American Association of University Professors, "On Preventing Conflicts of Interest in Government-Sponsored Research at Universities." With the acceptance of a full-time appointment to the faculty of the Medical University of South Carolina, the faculty makes a commitment to MUSC that such employment is full-time in the most inclusive sense. Outside obligations, financial interests, and activities in other areas are not to conflict with their commitment to the Medical University of South Carolina.

All faculty and administrative staff shall disclose any conflict of interests using the MUSC web based disclosure mechanism, see https://www.carc.musc.edu/coi. Such disclosure is made on an annual basis as defined by the MUSC/MUHA conflict of interest policy. Whenever a new conflict of interest arises or when a significant change occurs concerning an existing disclosure, a new disclosure form must be completed and submitted for review either in advance of the anticipated change in situation or within 30 days of the event

Infraction of the letter or spirit of this policy constitutes a serious offense, which shall be responded to with appropriate action ranging from private reprimands to termination at the discretion of the Executive Vice President for Academic Affairs and Provost.

The following policy, governs employee financial conflicts of interest within MUSC, MUHA, and our affiliates. Various parts of the institution may have their own sub-policies, consistent with this general policy, but specific to their specific areas of activity. Clinical, research, and research start-up policies and charters appear on the Conflict of Interest website:

https://web.musc.edu/about/coi/coi-policies

7.05.01 Medical University of South Carolina and Medical University Hospital Authority: Conflict of Interest Policy

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
			Dec 2015		
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

This policy:

- Articulates MUSC's annual disclosure requirements and the institution's responsibility to review, identify and manage potential employee conflicts of interest;
- References the SC State Ethics Law which makes it unlawful for public officials, public members, and public employees to use their position to obtain an economic interest or to have a financial interest in most any contract or purchase connected with MUSC/MUHA; and
- Fulfills MUSC's obligation as an institution that conducts research funded by the Public Health Service to have a written, enforced policy that complies with 42 CFR Part 50 Subpart F - "Responsibility of Applicants for Promoting Objectivity in Research for which Public Health Service Funding is Sought" and 45 CFR Part 94 "Responsible Prospective Contractors" as well as all other relevant policies of federal funding and oversight agencies.

Persons covered by this policy:

This policy applies to all Trustees, Officers, Faculty, Administrators, and Staff, including all full-time, part-time, temporary, and contract Employees of Medical University of South Carolina ("MUSC") and Medical University Hospital Authority ("MUHA"). Affiliates (entities which derive their not for profit status from MUSC, such as University Medical Associates, the MUSC Foundation, and the MUSC Foundation for Research Development) shall as a condition of continued business with MUSC and MUHA adopt a policy substantially similar to this Policy, adapted to accommodate those affiliate employees who are not public employees.

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Preamble

1) Enhancing the public good through improved health initiatives and superior economic development is the foundation of many government policies. MUSC, as a contemporary, public research university, has a responsibility to actively participate and promote these initiatives even if conflicts of interest are more likely and many times unavoidable. Conflicts of interest, therefore, may arise from ordinary and appropriate activities as a part of assigned employment duties so the existence of a conflict should not imply wrongdoing. When conflicts of interest do arise, however, they must be recognized and disclosed, then eliminated or appropriately managed. The Board of Trustees for MUSC and MUHA has a duty to govern those State entities in a manner such that conflicts are appropriately reviewed and acted on to maintain public confidence in the integrity of our institutions.
2) This policy provides a framework for recognizing and managing employee conflicts of interest, and should minimize even the appearance of conflicts of interest. The primary goal of this policy is to prevent an employee's activities from adversely influencing MUSC or MUHA operations.
3) Particular departments and activities of MUSC or MUHA may have specific conflict of interest policies. It is intended, however, that this policy will apply to the entire MUSC enterprise, providing a framework for those specific additional policies to operate under, such that those specific policies will not supersede this policy unless approved by the Board of Trustees.
4) This policy references South Carolina Code (S.C. Code § 8-13-10 *et seq.*) (the "Ethics Law"), which makes it unlawful for public officials, public members, and public employees to use their position to obtain an economic interest or to have a financial interest in most any contract or purchase connected with MUSC/MUHA, unless certain exceptions apply. This policy is implemented in addition to all requirements of the Ethics Law and does not supersede it. The South Carolina Ethics Law is at www.scstatehouse.gov/code/t08c013.php
5) As MUSC conducts research funded by the Public Health Service and other federal agencies, it is required by federal law to maintain an appropriate written, enforced policy on conflict of interest that complies with 42 CFR Part 50 Subpart F – "Responsibility of Applicants for Promoting Objectivity in Research for which Public Health Service Funding is Sought" (http://grants.nih.gov/grants/compliance/42_CFR_50_Subpart_F.htm) as well as all other relevant policies of federal funding and oversight agencies.

A. Statement of general policy

1) MUSC/MUHA policy is that its employees conduct the affairs of MUSC/MUHA in accordance with the highest legal, ethical and moral standards.
2) MUSC/MUHA policy is that employees of MUSC/MUHA shall disclose perceived and real conflicts of interest.
3) MUSC/MUHA policy is that employees shall not use their position to secure personal financial benefits or economic interest for themselves, any member of their immediate family, any individuals or entity with whom the employee has a business relationship that

renders an employee economic benefit. A perceived and/or real conflict of interest arises whenever the employee has the opportunity to influence university or Authority operations or business decisions in ways that could result in a personal financial benefit or economic gain to the employee, a member of an employee's immediate family, or individuals or entities with whom the employee has a business relationship which renders the employee economic benefit. Although certain specific examples of conflicts of interest are provided in this policy, they are meant only as illustrations, and supervisors and employees are expected to use good judgment to identify possible conflicts of interest that may adversely influence MUSC/MUHA operations, and to avoid or manage them as appropriate.

4) This policy is not intended to prohibit approved and appropriately managed economic development activities related to MUSC/MUHA generated intellectual property, including MUSC/MUHA employee involvement with startup companies, Small Business Administration (SBIR/STTR) funded research and Centers of Economic Excellence Activities. However, any such activities by MUSC/MUHA employees that make use of university or Authority property, facilities, equipment or other resources for personal benefit shall be approved as required herein, of benefit to MUSC/MUHA, and for fair value.
5) Nothing in this policy shall be construed to permit, even with disclosure, any activity that is prohibited by law.

B. Definitions

1) *Conflicts of interest* occur when an employee or immediate family member receives personal financial benefit or an economic interest from the employee's position in a manner that may inappropriately influence the employee's judgment, compromise the employee's ability to carry out MUSC/MUHA responsibilities or, be a detriment to MUSC/MUHA integrity.
2) *Immediate family* includes the employee's parents, spouse, siblings, children, stepchildren, and grandchildren.
3) *Manage and managing* means an affirmative action by the university or the Authority to establish parameters or conditions that minimize or eliminate the risk of the perceived or real conflict of interest.
4) *Personal financial benefit or economic benefit* is defined as anything of monetary value, including salary, commissions, fees, honoraria, gifts of more than nominal value, equity interests, interests in real or personal property, dividends, royalty, rent, capital gains, intellectual property rights, loans, and forgiveness of debt. "Personal financial benefit" does not include:
    a) compensation or payments received from MUSC/MUHA or any of its affiliates or the Ralph H. Johnson Department of Veterans Affairs Medical Center;
    b) payments for participation in seminars, lectures or other educational activities as long as not acting in the employee's official capacity, or reasonable expenses for the same activities even if acting in official capacity;
    c) payments for participation in seminars, lectures or other educational activities, and reasonable expenses for the same activities as long as acting within the context of an individual's Faculty Appointment Contract;

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d) any financial interest arising solely by means of investment in a mutual, pension, or other institutional investment fund over the management and investments of which the employee or an associated immediate family member does not exercise control; and

e) investments in publicly traded entities as long as employee owns less than a five percent and/or less than $10,000 stake in said entity.

5) *University* means Medical University of South Carolina.

6) *Authority* means the Medical University Hospital Authority.

7) *MUSC or MUHA responsibilities* are defined as the responsibilities of an employee to perform MUSC or MUHA activities as defined by management or contract.

C. Policy provisions

1. An employee shall disclose any situation in which the employee has, or may have, a real or potential conflict of interest as defined herein. These conflicts of interest must be reported annually to the appropriate Conflict of Interest Office. Modifications to existing disclosures or a new activity will require submittal of an additional disclosure in a timely manner. An authorized group of employees shall review the disclosure and recommend to the appropriate Vice President a suitable action plan to eliminate or manage the conflict of interest so as to ensure that MUSC or MUHA business is not improperly influenced or adversely affected. In the event that there is no reasonable way to manage a conflict of interest, then the employee may be prohibited from participating in related MUSC/MUHA affairs until such a time as the conflict is eliminated. In other words, employees and Officers of MUSC/MUHA have a duty to immediately disclose, manage or eliminate any real or potential conflicts of interest that are not in the best interests of the University or Authority.
    a. An employee shall disclose conflicts of interest in writing on an approved paper or digital Conflicts of Interest Disclosure Form, including a statement describing the nature and extent of the conflict, to their supervisor and to the appropriate Compliance Office. This disclosure must be completed annually, on a form designated for such purposes. A new disclosure form must be completed whenever a new conflict of interest arises or when a significant change occurs concerning an existing disclosure. See the following Web site for this disclosure form: Annual Conflict of Interest Disclosure < https://www.carc.musc.edu/coi >.
    b. If a supervisor becomes aware of a conflict of interest that an employee has not disclosed, the supervisor shall discuss the situation with the employee, require that a written disclosure be made as provided in this policy, and inform the Office of Compliance to anticipate the receipt of a new Disclosure Form.
    c. All conflicts of interest shall be reported to the MUSC or MUHA Office of Compliance. The Board of Trustees or its designee will retain authority to take such action as it deems appropriate regardless of any action or inaction by an Officer of MUSC and/or MUHA.
2. The following are examples of conflicts of interest requiring disclosure. These examples are illustrations only and are not meant to be exclusive.
    a. Employee or immediate family member has a financial interest in a business entity with which the University or Authority does or proposes to do business, and

the employee is in a decision-making role or otherwise is in a position to influence the University's or Authority's business decisions regarding the business entity. Business entity examples for which an employee disclosure is required:

i. finance or accounting services
ii. equipment services
iii. marketing services
iv. construction services
v. consulting
vi. counseling
vii. catering
viii. computer supplies
ix. programming
x. architectural services
xi. legal services
xii. grant preparation
xiii. temporary personnel services
xiv. office or laboratory supplies
xv. painting services
xvi. lawn and grounds services

b. Employee holds or assumes an executive, officer or director position in a for-profit or not-for-profit business or entity engaged in commercial, educational, or research activities similar to those in which the University or Authority engages.
c. Employee participates in consultation activities for a for-profit or not-for-profit business or entity engaged in commercial, educational or research activities similar to those of the University or Authority.
d. Employee holds or assumes an executive, officer or director position in a for-profit or not-for-profit business or entity that does business with the University or Authority.

3. The activities listed below are prohibited unless sanctioned by an Officer of the University or Authority. Sanctioned activities are those activities documented within an individual's Faculty Appointment Contract, contained within an employee's job description or expectations, appropriately authorized agreements, Memoranda of Understanding, or otherwise approved by the employee's Vice President.
   a. Significant use of University or Authority property, facilities, equipment or other resources in any manner other than as part of the employee's responsibilities, that results in personal financial benefit or economic interest to an employee, a member of an employee's immediate family or business with which the employee has a business relationship.
   b. Using significant University or Authority property, facilities, equipment or other resources in any manner to support an entity not associated with the University or Authority unless special permission is provided in writing by an authorized Officer of MUSC or MUHA.
   c. Using University or Authority stationery, letterhead, logo, or trademark in connection with outside activities, other than activities having a legitimate relationship to the performance of University or Authority business.

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d. Using University or Authority facilities, resources, or the employee's position at the University for the purpose of advocating, endorsing, or marketing the sale of any goods or services, other than as part of the employee's responsibilities, without the prior approval in writing by an authorized Officer of MUSC or MUHA.
e. Using the University or Authority name, trademark or trade name for personal business or economic gain to the employee, a member of the employee's immediate family or a business with which the employee has a business relationship.
f. Using any University or Authority intellectual property data or information that is not in the public domain for personal financial benefit or economic gain to the employee or a member of the employee's immediate family, or a business which the employee has a business relationship.
g. Using any University or Authority employee for any outside activity during normal work time for which he or she is receiving compensation from the University or Authority (not applicable when employees are on a paid or unpaid leave).
h. Participating in the selection or awarding of a contract between the University or Authority and any entity with which an employee is dually employed, is seeking employment or has been offered employment.
i. Other activities may be prohibited if there is no reasonable way to manage an associated conflict of interest.

D. Employee responsibilities

1) Employees shall not engage in the prohibited activities listed above unless sanctioned in advance or in any other activity that has been prohibited following a completed review of an employee's conflict of interest disclosure.
2) Employees shall disclose a real or perceived conflict of interest as described above:
   a) As soon as the employee knows of the conflict, and then annually thereafter for as long as the conflict continues to exist;
   b) In writing on the approved Conflict of Interest Disclosure Form;
   c) To the appropriate MUSC or MUHA Office of Compliance;
3) Employees shall avoid any involvement with all related University or Authority activities and decisions until such time as the conflict of interest has been evaluated and the disclosed activity been approved.
4) If there is any question whatsoever about an activity representing a conflict of interest, then the employee should consult with an MUSC or MUHA Office of Compliance or an MUSC or MUHA Office of Legal Counsel for direction.

E. MUSC/MUHA responsibilities

1. Supervisors shall ensure that all new employees are informed of this policy.
2. Supervisors and administrators of MUSC and MUHA shall ensure that all current employees are reminded of this policy on a periodic basis.

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3. The University and Authority shall develop a peer process to evaluate conflict of interest disclosures, and to review the conduct of approved Management Plans.
4. In the event that a reported conflict of interest is approved, the corresponding Office of Compliance shall ensure there is an appropriate Management Plan in place to monitor and manage the situation so that resources are used in an appropriate manner and that there is no improper influence on University or Authority decisions.
5. The Offices of Compliance shall ensure that Conflicts of Interest Disclosure forms are retained for future reference. Upon an employee's transfer from the unit or termination from the University or Authority, associated Conflict of Interest Forms shall be retained by the Offices of Compliance for a minimum of three years.
6. Supervisors shall establish and maintain a work environment that encourages employees to ask questions about real or potential conflicts of interest.
7. If supervisors have any question whatsoever about an external activity representing a conflict of interest, they should consult with an Office of Compliance or an Office of Legal Counsel.

F. Sanctions for violation

1) Violations of University or Authority policies, including the failure to avoid a prohibited activity or disclose a conflict of interest in a timely manner, will be dealt with in accordance with applicable policies and procedures that may include disciplinary actions up to and including termination of employment.
2) The Board of Trustees, as the ultimate governing body, or its designee retains authority to make a final determination of any mattered covered by this Policy.

G. South Carolina state law

1. The South Carolina Ethics Government Accountability and Campaign Reform Act (herein the "Ethics Law") S.C. Code § 8-13-100, among other things, makes it unlawful for a public official, public member or public employee to knowingly use his official office, membership or employment to obtain economic interest for himself, a member of his immediate family, an individual with whom he is associated* or a business with whom he is associated**. This policy is implemented in addition to any requirements of the Ethics Law. Certain persons associated with the Authority or University are required to make filings with the South Carolina Ethics Commission and completion of the form attached to this policy will not satisfy that requirement.

* Defined in the Act as: "Individual with whom he is associated" means an individual with whom the person or a member of his immediate family mutually has an interest in any business of which the person or a member of his immediate family is a director, officer, owner, employee, compensated agent, or holder of stock worth one hundred thousand dollars or more at fair market value and which constitutes five percent or more of the total outstanding stock of any class.

** Defined in the Act as: "Business with which he is associated" means a business of which the person or a member of his immediate family is a director, an officer,

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owner, employee, a compensated agent, or holder of stock worth one hundred thousand dollars or more at fair market value and which constitutes five percent or more of the total outstanding stock of any class.

Office responsible for this policy:

https://web.musc.edu/about/coi

7.05.02 Research Conflict of Interest Definitions and Guidelines

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

https://web.musc.edu/about/coi/coi-committees

For additional information related to research conflict of interest, please refer to the Conflict of Interest website: https://web.musc.edu/about/coi/coi-committees

The Charter of the MUSC Administrative and Clinical Conflict of Interest Committee can be found at: https://web.musc.edu/about/coi/coi-committees

7.06 University Compliance

The faculty is subject to the University Compliance Plan, the most current version of which is included at: https://web.musc.edu/about/compliance

University and Authority Compliance Offices:
https://web.musc.edu/about/compliance

Research Data Ownership & Record Retention Policy (including guidelines for sequestration of documents) (RDO&RR)
https://research.musc.edu/resources/ori/irb/policies

7.07 Industry Relations Policy

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information

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			Nov 2014		
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

This policy establishes guidelines for University-Industry relationships to ensure that individuals who work for MUSC interact with Industry knowing the rules of the University and State that govern such interactions.

I. Policy Statement

MUSC recognizes the value of its relationships with the healthcare industry ("Industry"). The University also believes that such relationships must be entered into on the basis of a partnership that advances the benefits of biomedical research, education and clinical care in pursuit of improving human health. Importantly, these activities must avoid either the existence or impression of professional impropriety by University or MUSC individuals who are entrusted with the integrity of the institution's educational, clinical or research programs.

II. Scope

This policy applies to all Trustees, Officers, Faculty, Administrators, Staff, Students and Trainees including all full-time, part-time, temporary and contract employees of the Medical University of South Carolina. The Medical University Hospital Authority and affiliates of the University (including but not limited to University Medical Associates of the Medical University of South Carolina, the MUSC Foundation and the Foundation for Research Development), which derive their not for profit status from MUSC, shall as a condition of conducting business with MUSC, develop and implement policies and procedures substantially similar to and consistent with this policy.

III. Approval Authority

Board of Trustees

IV. Purpose of this policy

The purpose of this policy is to establish straightforward, effective and principled guidelines for University-Industry relationships to ensure that individuals who work for MUSC interact with Industry knowing the rules of the University and State that govern such interactions. This is critical to protect the interests of the individual, the University and our patients as we undertake these activities to achieve our ultimate goals of promoting scientific research, evidence based clinical care, and educating trainees. The University recognizes the importance of mutually beneficial relationships with Industry as long as those relationships do not compromise the integrity of our missions. Rather, one of the overarching aims of the policy is for full disclosure of consulting and educational activities by MUSC personnel to help ensure that these activities meet the guidelines set forth in this policy.

V. Who should be knowledgeable about this policy

All MUSC enterprise employees, students, and trainees

VI. The Policy

1. Consulting and Educational Programming:

a). Consulting

Purpose: Consulting interactions can facilitate the advancement of innovative ideas and discoveries, both of which ultimately benefit the general public through the transfer of scientific discovery. This section of the policy clarifies the terms of interactions with Industry where the primary goal is scientific exchange.

Policy Statement: Consulting refers to all activities where the external entity furnishes a Personal Financial Benefit or an Economic Benefit and/or other Personal Benefit as reimbursement/compensation for the exchange of clinical, educational, professional and/or scientific information or activities by Covered Persons (see also above). The provision of bona fide Consulting Services by Covered Persons to external entities is consistent with MUSC's mission when those activities:

(a) involve a two-way exchange of ideas in which each party benefits from the interchange;
(b) are relevant to and enrich the consultant's research, education or other professional responsibilities;
(c) do not interfere with the consultant's responsibilities to patients or the institution;
(d) do not adversely affect the consultant's intellectual independence or the integrity of the institution;
(e) are confined to the exchange of clinical, educational, professional and/or scientific information.

i. Approved consulting activities include but are not limited to the following:

- Serving on advisory boards, expert panels, leadership groups, data safety monitoring boards, and/or similar groups.
- Providing expert witness testimony. (See MUSC Faculty Handbook.)
- Providing scientific or medical presentations or expertise to industry scientists, research and development staff, and/or their staff.
- Providing product review, product evaluation, and product feedback for Industry.

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- Demonstrating an Industry product (i.e., teaching when and how to appropriately use a product) for medical or research professionals in the context of medical or scientific education.

- Providing consultation to venture capital firms, and serving as a scientific or medical advisor to Industry for purposes of MUSC intellectual property development.

ii. Prohibited consulting activities include but are not limited to the following:

- Consulting activities requiring or appearing to require MUSC staff to endorse or appear to endorse a particular product, drug, device, or service (either orally or in writing). This includes demonstrating an Industry product for promotional or sales purposes; and appearing (or being quoted) in a video, television, radio, internet broadcast, web site, or in other publicly-broadcasted or distributed materials for promotional or sales purposes without proper authority or approval.

- Participating in ghostwriting, which is defined as Industry sponsorship for (i) making a major contribution towards the writing and/or research of scientific and medical publications without receiving authorship; or (ii) accepting authorship for a scientific or medical publication without making a major contribution towards the writing and/or the research.

- Serving as an Industry sponsored "named reference" for a product recommendation.

- Providing MUSC slides, videos, pamphlets or any other MUSC logo or copyrighted materials to Industry for marketing or promotional use. Such use must be approved in accordance with MUSC/MUHA policy or procedure.

- Providing services that conflict or appear to conflict with SEC rules and regulations for stock brokers, investment houses, equity management companies, banks, and/or financial institutions.

- Providing services to an Industry that is in a known legal dispute with MUSC.

- Speaking to investors on behalf of a company, except when the company is an MUSC sanctioned and supported faculty start-up company.

The lists of approved and prohibited consulting activities are the same whether consulting is done on personal or professional time. All Covered Persons who participate in consulting activities are subject to the approval procedures outlined in section VI.1.g of this policy.

b). Educational Programming

Purpose: MUSC recognizes the value to the institution and Covered Persons in having such opinion leaders present educational material before professional and lay groups. As noted in the MUSC Faculty Handbook, activities such as presentations to professional groups such as

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other universities, health systems, and professional societies are considered to be within the scope of Covered Persons' work. Education provided by Covered Persons shall be in the best interest of the public, independent from commercial interest, and refrain from product promotion. Additionally, MUSC recognizes the benefits that Covered Persons obtain by attending educational programs.

Policy Statement: This policy applies to all medical, healthcare and scientific speaking engagements or educational presentations, with or without professional continuing education credit, where Industry furnishes a Personal Financial Benefit or an Economic Benefit and/or other Personal Benefit as reimbursement/compensation for the provision of those presentations by Covered Persons. The policy also applies to Covered Persons who attend such educational meetings. Educational programming should be independent from commercial interest and promote evidence-based clinical care and/or advance scientific research. MUSC recognizes that bona fide educational activities typically adhere to ACCME, ADA CERP, ACPE, ANCC or other national accreditation standards and qualify for continuing education credit. Other acceptable activities that do not provide CE credits but would serve recognized educational purposes include presentations to industry (e.g., providing scientific or medical expertise) and training for medical or research professionals (e.g., teaching practitioners when and how to appropriately use a medical device). Otherwise, non-accredited, industry sponsored speaking to healthcare providers is not consistent with the standards of allowable educational programming due to the risk of industry influence.

i. Approved educational speaker activities include but are not limited to the following:

Providing continuing education (CE) services, scientific or medical presentations or expertise at academic meetings and professional societies, at other universities or research institutions, and at lay organization meetings as long as the following conditions are met:

- These activities are designed to promote evidence-based clinical care and/or advance scientific research; • The presentation is made in accordance with professional accreditation standards such as the ACCME's Standards for Commercial Support, 1 the ADA CERP Continuing Education Recognition Program, or other national accreditation standards including those set by the ACPE and the ANCC, i.e., the educational content, including handouts and visual-aids, must be determined entirely by the speaker; and

- The financial support of industry, if provided, is clearly disclosed. Payments to Covered Persons for speaking and for travel costs for these approved educational activities are permitted for approved speaker activities (see section VI.1.c for rules about payments).

ii. Prohibited educational speaker activities include but are not limited to the following:

- Speaking at any educational meeting where the content of the presentation, including handouts and visual-aids, is not determined entirely by the Covered Person.

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• Educational speaking should be independent from commercial interest, and refrain from product promotion. As such, speaking activities frequently referred to as speakers' bureaus are prohibited. Speakers' bureaus are typically characterized by, but are not limited to, the following attributes:

1. Promotional educational activity concerning a biomedical or pharmaceutical product;

2. The company has the contractual right to dictate or control the content of the presentation or talk;

3. The company creates the slides or presentation material and/or restricts or otherwise limits the Covered Person's intellectual independence over the educational content of his or her presentation; and/or

4. Covered Persons are expected to act as a company's agent or spokesperson for the purpose of disseminating company or product information (e.g., the presentation is focused on a healthcare product made by the sponsor and does not include a balanced representation of alternative products or services).

If you have questions about whether a speaking activity is a speakers' bureau, you should consult with the COI Office for guidance.

• Providing industry sponsored continuing education (CE) services or scientific or medical training to an audience consisting only of MUSC attendees.

iii. Attendance at educational meetings sponsored by Industry

Covered Persons may attend any educational meeting sponsored by industry but may not undertake the following:

• Receive gifts, other compensation, or travel costs for attendance;

• Participate in industry sponsored food, beverages or entertainment events if the audience is restricted to MUSC personnel only (i.e., MUSC personnel can only accept industry sponsored meals, beverages and entertainment events if the audience is not restricted to MUSC personnel and is open to members of the professional community at large).

The lists of approved and prohibited educational activities are the same whether these activities are done on personal or professional time. All Covered Persons who participate as speakers in Educational Programs are subject to the approval procedures outlined in section 4g of this policy.

c). Payments for Consulting and Educational Programming

Payments for consulting and educational services should be at a level commensurate with effort. If done on professional time, the distribution of payment to either the individual or the institution will be at the discretion of each college or department. For all outside activities, Covered Persons should coordinate with the Conflict of Interest Office to determine reporting requirements for any industry relationship.

Senior institutional officials (defined here as the President, Vice Presidents, Deans and Associate Deans) who conduct outside activities that fall within the institution's missions and/or relate to their service as institutional leaders must conduct those activities under a written agreement with the institution. Remuneration for the outside activity must be paid to the institution and cover the senior official's time and effort for the work; compensation should not be in addition to the senior official's institutional salary.

d). Leave Status Requirements for Consulting and Educational Programming Activities

Consulting and Educational Programming activities may occur on either Personal Leave (time) or Professional Leave. Please refer to section XI of this policy for specific definitions.

Consulting or Educational Programming Conducted on Personal Leave

• MUSC resources (e.g., secretarial assistance, office space, etc.) are not allowed to be used while providing consulting services or educational programming activities performed on personal time.

• Covered Persons considering to undertake consulting or educational programming activities with a company with whom they are performing concurrent research should consult with the Conflict of Interest Office.

• Covered Persons who consult or conduct educational programming while on Personal Leave may retain 100 percent of the fee; this fee must be paid directly to the Covered Person from the external entity. The Covered Person is responsible for securing payment for these consulting or educational activities, tax liability, and any financial concerns associated with such payments.

• MUSC does not provide liability insurance coverage for Covered Persons performing consulting OR educational programming activities on personal leave.

• Covered Persons may provide consulting or educational services on Personal Leave in conjunction with MUSC approved travel. Additional travel expenses incurred by the consulting or educational activities (e.g., additional hotel night/s, per diem, transportation, miscellaneous) will be the responsibility of the Covered Person.

• Covered Persons should be aware that payments received from medical device, pharmaceutical manufacturers and biomedical suppliers are subject to the Physician

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Payment Sunshine Act and will be made publicly accessible via a Centers for Medicare and Medicaid Services website.

Consulting or Educational Programming Conducted on Professional Leave

• MUSC resources may be utilized to conduct consulting or educational programming on professional leave.

• Covered Persons considering to undertake consulting or educational programming activities with a company with whom they are performing concurrent research should consult with the Conflict of Interest Office.

• If the consulting or educational programming is completed on MUSC time while on professional leave, payment must be made to MUSC and allocated to an account within the college, department or division. Each college, department or division will be responsible for the disbursement of funds.

• Consulting or educational programming conducted on professional leave requires a contract or agreement; please see section VI.1.f of this policy.

• MUSC provides liability insurance coverage for Covered Persons performing consulting activities or educational programming on professional leave.

e) Consulting or Educational Programming Conducted with Concurrent Research

For consulting or educational activities that occur with concurrent research with the same company, Covered Persons should consult with the Conflict of Interest Office.

f) Consulting or Educational Programming Contracts

Professional Leave Status:

All formal consulting and educational programming relationships approved for Covered Persons that are conducted while on Professional Leave must be formalized in a fully executed contract. All such agreements must be channeled through the appropriate contract approval process.

• All agreements must clearly describe the services and deliverables to be furnished by the consultant or speaker, including the time required for such services or method of calculating compensation, a description of the compensation due under the agreement, a declaration regarding disposition of intellectual property rights if applicable, and a provision to protect the use of the MUSC name if appropriate. The agreement should be consistent with MUSC policies and eliminate unauthorized transfer of MUSC intellectual property.

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- An agreement must be signed and dated by all parties prior to the commencement of any of the consulting or educational programming activities. All agreements must be consistent with MUSC's policies, mission and duties to its stakeholders.

- The consultant or speaker is expected to maintain records of the consulting or educational programming activities for 6 years after the termination of the contract.

Personal Leave Status:

Covered Persons who consult or provide educational programming on Personal Leave are acting as independent contractors. Covered Persons may not bind or obligate MUSC in any way. Contracts entered into by Covered Persons acting as independent contractors should not contain any references to MUSC or its Affiliates; this includes an individual title (i.e., Professor, Director etc.) or work addresses.

g) Approval Process for Consulting and Educational Programming

All consulting and educational programming whether occurring on Personal Leave or Professional Leave must not impact negatively on MUSC or MUSC's research, educational or clinical missions. For all outside activities, Covered Persons should coordinate with the Conflict Of Interest Office to determine reporting requirements for any industry relationship. Requests for consulting and educational programming occurring on Professional Leave must be approved by the department chair or appropriate supervisor during the university's contract approval process. It is recommended that Covered Persons notify their department chair or supervisor of any consulting or educational programming occurring on Personal Leave, as individual departments and/or colleges may have additional requirements.

2. Gifts

Covered Persons and their immediate family members may not accept gifts of value exceeding $10 from vendors or other representatives of industry. Examples of gifts include, but are not necessarily limited to, travel and lodging expenses; membership dues; admission fees; preferential terms on a loan, goods or services; or the use of real property; for this section, "gifts" does not include food and beverages which is a subject handled in Section 6 below.

Acceptance of travel funds to participate in meetings or training directly related to ongoing sponsored research is not considered a gift and is allowable.

Covered Persons may accept travel funds from scientific or professional societies that are funded by industry, as long as the society controls the selection of the recipient. Covered Persons may not accept travel funds directly from industry but travel support from industry funds provided to MUSC is allowed.

3. Food, Beverages and General Hospitality

Except as noted below, Covered Persons should not accept food and beverages, support for social events, or other hospitality offered directly by Industry to the Covered Person. Industry support for food and beverages for college, department or division meetings or retreats is prohibited.

Covered Persons attending an educational meeting or conference may participate in food, beverages and social receptions sponsored by Industry as long as invitation to these events is open to non-MUSC attendees as well, i.e., the event is open to all meeting attendees.

A Covered Person engaged in off-site consulting may accept food and beverages as a part of a reasonable compensation package for consulting services.

Covered Persons cannot participate in industry sponsored food, beverages and/or entertainment events that are provided only for a select invited individual or group of individuals if the primary purpose of the event is for marketing and promotional purposes. However, this restriction does not preclude allowable activities, such as site visits and meetings with potential vendors, which may occur when obtaining contracted goods and services; these activities are governed by state and MUSC and/or MUHA procurement guidelines. Covered Persons should recognize that attendance at an industry supported event may cause their name and institutional affiliation to be reported as required by federal regulation. This can be avoided by paying for one's own meal at such events, and removing one's name from the attendance list.

4. Industry Supported Continuing Education Programs

• Continuing Education (CE) programs supported by Industry are permitted provided the following criteria are met:

o Industry sponsored programs offering continuing education (CE) credit must be processed through the Office of Continuing Medical Education if appropriate and adhere to the standards for commercial support established by the ACCME, the ADA CERP, the ACPE, the ANCC, or other such accrediting or licensing body if available.
o Industry provided food and beverages are prohibited at educational programs in which the only attendees are from MUSC, both on campus and off campus.
o Students or trainees may participate in the continuing education programs as long as the programs are structured group settings that are supervised by faculty.
o Appropriate disclosure statements are made in any pre-meeting announcement and by the speaker prior to beginning the program.
o Companies seeking to provide support for CE programs may do so through unrestricted educational grants.

5. Educational Materials and Equipment

Donations of educational materials and equipment may be accepted. Such donations are expected to be used by faculty, staff, students and trainees and are not expected to be used by a single Covered Person. Donations are expected to be donated directly to an appropriate

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college or departmental official within the University or a University affiliate, and documentation of the donation, including the value of the equipment donated and the date of the donation, should be retained. Donations of capital equipment require approval of the Executive Vice President for Academic Affairs and Provost, except in cases of sponsored research, in which equipment donations are managed by the Office of Research and Sponsored Programs.

6. Scholarships and other Educational Funding for Students and Residents

Industry support for student scholarships, residents and fellows should be made in cooperation with the appropriate MUSC entity or University official. This may include the MUSC Foundation or the MUSC Foundation for Research Development, the Development Office, the Office of Research and Sponsored Programs or senior leadership according to the Institution's policies and procedures. Covered Persons must obtain approval from the department chair, division director or college dean before soliciting Industry for these purposes. The appropriate MUSC entity or University Official must manage and oversee the receipt of such Industry support. The evaluation and selection of recipients of such funds and use of such funds must be at the sole discretion of the University, college, or department. All potential industry sponsors should be given the opportunity to contribute.

7. Fundraising and Business Development Activities

The Institution recognizes that the MUSC Foundation has a unique and integral mission to attract financial support that furthers the research, education and patient care initiatives of the MUSC enterprise. Similarly, the Institution recognizes that certain activities are necessary to further the strategic and business development initiatives of the institution. Activities necessary to the successful conduct of fundraising and strategic advancement on behalf of the Institution may continue. However, these activities are not permitted to influence educational, clinical or research operations of the Institution other than providing support to further those missions. Activiteis intended to further strategic and business development initiatives must be part of the Covered Person's official duties or approved in advance by a member of the President's Group

No gift shall influence or appear to influence Institutional decision-making related to procurement, patient care, education and research integrity. Any concerns shall be reported immediately to the Conflict of Interest Office. Notwithstanding anything in this section, SC state employees remain subject to the SC Ethics Law and must act in compliance with state regulations.

8. Charitable Contributions

Charitable contributions from industry for the benefit of the University or any of its affiliates must be made through the appropriate University channels. This may include the Development Office, MUSC Foundation or University leadership. The distribution of charitable contributions for their intended purposes will be the responsibility of the department, division director, college deans, and administration. Industry funding for

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sponsored projects (funding provided which is subject to terms and conditions) is accepted and managed on behalf of MUSC by the Office of Research and Sponsored Programs (ORSP).

9. Pharmaceutical Samples

Drug samples that are provided for distribution to patients will be handled in accordance with MUHA Policy C-26, Medication Samples.

10. Site Access

The MUSC Medical Center recognizes the value of information provided by various industry representatives but intends to limit access to its personnel and facilities to prevent interference with patient care activities. All vendors are expected to adhere to policy A-15, Account/Vendor Representatives https://www.musc.edu/medcenter/policy/Med/A015.pdf or any applicable contract with the vendor.

11. Use of Confidential Information

Unauthorized use of confidential, privileged or proprietary information by Covered Persons or their family members is prohibited. This includes but is not limited to, disclosure of such information to commercial entities without authorization; unauthorized use of such information to engage in a relationship with a commercial entity that leads to a Personal Financial Benefit or Economic Benefit for the Covered Person or their family member.

12. Purchasing

Covered Persons with any financial interest in any particular manufacturer of pharmaceuticals, devices or equipment or any provider of goods or services, must disclose such interests and recuse themselves from purchasing decisions relevant to the conflicting interests. Any Covered Person whose expertise is necessary to evaluate any product must disclose his/her financial ties to any manufacturer of that or any related product to those charged with the responsibility of making the purchasing decision.

13. Disclosure and Notification

Covered Persons shall disclose all relationships with commercial entities as described in the MUSC/MUHA Board of Trustees Conflict of Interest Policy. This policy can be found at www.musc.edu/coi.

If there is a question about appropriate interaction with a commercial entity or the potential for a Conflict of Interest, the Covered Person should consult with individuals within their chain of command, the MUSC Conflict of Interest Office, MUSC, MUHA or UMA Office of Compliance, or the MUSC General Counsel's Office for guidance.

VII. Special Situations

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Exceptions

The University Conflict of Interest Committee will review/consider requests for exceptions to this policy. Request for exceptions must be submitted in writing to the Conflict of Interest Office. Resolution of such requests will be documented in the minutes of the University Conflict of Interest Committee and reported back to the requestor and their supervisor. If additional recourse is desired after review and action by the University Conflict of Interest Committee, a Covered Person may submit their request in writing to the MUSC Executive Vice President for Academic Affairs and Provost for appeal.

VII. Sanctions for Non- compliance

Violations of this Policy, including the failure to avoid a prohibited activity or disclose relationships with commercial entities will be dealt with in accordance with applicable policies and procedures that may include disciplinary action up to and including termination of employment or medical staff privileges. Sanctions may include suspension or dismissal, nonrenewal of appointment, denial of eligibility to engage in research funded through MUSC, denial of merit pay, or other appropriate penalties. Such sanctions may require giving notice of relevant information to funding agencies, professional bodies or journals, or the public. Termination of medical staff privileges or denial of medical staff privileges under this policy will not be based upon a physician's individual competence, quality of care, or professional conduct. Therefore, the revocation or denial of appointment or reappointment will not be reportable to any agency or databank.

The Executive Vice President for Academic Affairs and Provost will determine the methods of resolving non-compliance with this policy and applying sanctions. The Executive Vice President for Academic Affairs and Provost may refer the matter to the appropriate College Dean or in the case of affiliates, to the senior administrative officer of that affiliate, take action on his or her own, or initiate MUSC procedures governing such discipline.The Board of Trustees, as the ultimate governing body, or its designee, retains authority to make a final determination of any matter covered by this policy.

IX. Related Information

A References, citations

- Korn D. Carlat D. Conflicts of interest in medical education: Recommendations from the Pew Task Force on medical conflicts of interest. Journal of the American Medical Association. 310(22):2397-2398, 2013.
- Boumil MM. Cutrell ES. Lowney KE. Berman HA. Pharmaceutical speakers' bureaus, academic freedom, and the management of promotional speaking at academic medical centers. Journal of Law, Medicine & Ethics. 40(2):311-25, 2012.

For further information regarding conflicts of interest in medicine and academics related to Industry relationships, visit the Industry Relations webpage on the Conflict of Interest website (https://web.musc.edu/about/coi/coi-policies).

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X. Communication Plan

Review of this policy is covered in the annual mandatory training for all employees.

XI. Definitions:

For purposes of this policy:

Industry refers to any corporation, partnership, sole proprietorship, firm, franchise, association, organization, holding company, joint stock company, receivership, trust, enterprise, or other legal entity, including for profit and not for profit entities that are engaged in 1) the manufacture, distribution or sale of diagnostic or therapeutic drugs, medical/dental devices or equipment, supplies, or information technology, 2) medical testing, or 3) providing services for clinical care, research, or education. Industry also refers to entities that provide services to MUSC in the areas of physical plant, university and hospital administration, human resources, project management, clinical services and regulatory services. The term industry does not include professional associations and societies, not for profit foundations, law offices, not for profit volunteer health organizations, academic institutions or not for profit hospitals that provide medical research/education-related products and services.

Conflict of Interest is defined as the circumstance that arises when an individual has an opportunity to influence patient care, research and education of trainees regarding the purchase or use of products or services of an industry with which he/she has a secondary interest (financial relationship, or research support, or personal benefit).

Consulting (Consulting Services, Consultant, etc.) is defined as all activities where the external entity furnishes a Personal Financial Benefit or Economic Benefit and/or other Personal Benefit such as reimbursement/compensation for the exchange of clinical, educational, professional and/or scientific information or activities by Covered Persons.

Educational Programming is defined as medical, healthcare and scientific speaking engagements or educational presentations where Industry furnishes a Personal Financial Benefit or Economic Benefit and/or other Personal Benefit as reimbursement/compensation for the provision of those presentations by Covered Persons.

Personal Financial Benefit or Economic Benefit is defined as anything of monetary value - including salary, commissions, fees, honoraria, gifts, equity interests (which include any stock, stock option, or other ownership interest), interests in real or personal property, dividends, royalty, rent, capital gains, intellectual property rights, loans, and forgiveness of debt. The term "personal" also includes the Covered Person's immediate family, including parents, spouse, siblings, children, stepchildren and grandchildren.

Other Personal Benefit is defined as a non-financial benefit to a Covered Person; for example, promise of a job promotion, future grant, research publication, clinical trial or authorship, etc. The term "personal" includes the Covered Person's immediate family, defined as parents, spouse, siblings, children, stepchildren and grandchildren.

Personal Leave is defined as that time away from work taken as annual leave , or any part of a 24-hour period when there are no MUSC assigned responsibilities (e.g., weekends or after hours when there are no MUSC assigned responsibilities).

Professional Leave includes time away from MUSC to conduct MUSC approved professional activities, while receiving compensation from MUSC. A request for this leave must be approved by the Covered Person's supervisor.

XII. Review cycle

At least every five years

The link to this policy can be found at:
http://academicdepartments.musc.edu/coi/coipolicies/coipolicies.htm

7.08 Faculty Start-up Ventures Policy

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	
Mar 2020	Mar 2020	Mar 2020	May 2020	May 2020	

I. Policy Statement
In order for MUSC to engage in entrepreneurial and economic development activities, parameters are required to ensure public trust and integrity in the course of the activities, and to create an environment that fosters transparent, principled activities.

II. Scope
This policy applies to all Officers, Faculty, Students, Administrators, and Staff, including all full-time, parttime, temporary, and contract Employees of the Medical University of South Carolina (MUSC) and the Medical University Hospital Authority ("MUHA") (collectively, "MUSC"), as well as third party consultants, contractors, vendors and any individual or entity that is provided access to MUSC's information resources. Affiliates (entities which derive their not for profit status from MUSC, including but not limited to MUSC Physicians, MUSC Physicians Primary Care, the MUSC Foundation, and the MUSC Foundation for Research Development ("FRD")) shall as a condition of continued business with MUSC and MUHA develop and implement policies and procedures substantially similar to and consistent with this Policy.

III. Approval Authority

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Dean's Council, Faculty Senate

IV. Purpose of This Policy

MUSC recognizes that the commercialization of discoveries can have significant benefits for society and is an important component of the mission of the academic community, as well as the strategic economic goals of MUSC and the State of South Carolina. Research from our nation's universities is a major source of discoveries and intellectual property that are essential for the country's continuing economic development. Relationships between academic and commercial entities have been encouraged and promoted through laws such as the Federal Bayh–Dole Act and the Life Sciences Act of South Carolina. Innovation and the technology commercialization resulting therefrom, is a pillar of Imagine 2020, the MUSC Strategic Plan, and is consistent with the Smart State Program in South Carolina.

Moreover, entrepreneurial entities which involve MUSC employees may bring significant benefit to the economic growth of MUSC and South Carolina. The association of faculty with outside entities may also have beneficial effects on their teaching and research activities, provide opportunities for research funding, and advance both MUSC's and the faculty member's reputation in the scientific community. Consequently, MUSC desires to support and facilitate these interactions.

These activities, however, must be undertaken in accordance with The South Carolina Ethics, Government Accountability, and Campaign Reform Act (the "State Ethics Act"), SC Code Ann. § 8-13-10, et seq., and MUSC's policies, including but not limited to the Conflict of Interest Policy, Industry Relations Policy, and Intellectual Property Policy.

V. Who Should Be Knowledgeable about This Policy

All MUSC enterprise employees

VI. The Policy

A. Disclosure of Outside Activities

Before engaging in Entrepreneurial Activities (as defined in Section X.B.), Covered Persons (as defined in Section X.A.) must document the activities on the Disclosure of Entrepreneurial Activity Form . The Disclosure of Entrepreneurial Activity Form is provided by MUSC FRD and attached in the Appendix. The Covered Person must circulate the Disclosure of Entrepreneurial Activity Form for approval by the Covered Person's Supervisor or Department Chair, College Dean (as applicable), and the Office of the Vice President for Research. If the Covered Person is a MUHA employee, the Disclosure of Entrepreneurial Activity Form must also be circulated to and approved by the applicable ICCE Chief. A record of the disclosure must be provided to MUSC FRD and the MUSC Conflict of Interest (COI) Office in addition to any annual conflict of interest disclosure required under the MUSC/MUHA Conflict of Interest Policy, as discussed below. In the event of any disagreement, the Vice President for Research will provide final resolution.

B. Disclosure to COI Office

The MUSC/MUHA Conflict of Interest Policy is not intended to prohibit approved and appropriately managed economic development activities related to MUSC-generated intellectual property, including MUSC employee involvement with startup companies, Small Business Administration (SBIR/STTR)-funded research and Centers of Economic Excellence Activities. However, any such activities by MUSC employees that make use of MUSC property, facilities, equipment, or other resources shall be for the sole benefit of the MUSC enterprise as required in the MUSC/MUHA Conflict of Interest Policy. All approved effort and financial relationships concerning Entrepreneurial Activities must be disclosed in the MUSC disclosure system in accordance with the MUSC/MUHA Conflict of Interest Policy. For Covered Persons required to submit annual disclosures, if changes in a relationship

with an approved outside entity occur, the Covered Person is required to update their disclosure form within 30 days of the change.

C. Review of Outside Activities

It is recognized that association of a Covered Person with a company is often necessary for the commercialization of intellectual property. However, with the progression of time, such individuals may have to formally partition their effort and salary between MUSC and the outside entity. Such segregation of effort may be mandated as part of a Conflict of Interest Management Plan directed by the Covered Person's Department Chair, Supervisor, Dean or the Office of the Vice President for Research or its designee. Any Covered Person engaged in an Entrepreneurial Activity should have their activities reviewed by their Supervisor or Department Chair annually to determine if any adjustments are needed.

D. Permissible Use of MUSC Resources Associated with Entrepreneurial Activities

MUSC supports economic development within the State of South Carolina, and Entrepreneurial Activities of Covered Persons may be considered part of their duties if appropriately approved and documented. MUSC resources may be used in support of approved Entrepreneurial Activities provided these activities do not conflict with applicable policies, state and federal laws, and regulations regarding use of public facilities for private gain.

Permissible use of MUSC resources for Entrepreneurial Activities is limited to: (1) resources that are freely available to the public; or (2) incidental use of such MUSC resources that does not result in additional public expense. For example, "incidental use" may include use of material, personnel, or equipment when:

(a) The use of such MUSC resources does not increase MUSC expense;

(b) The use does not interfere with the Covered Person's obligation to carry out MUSC duties in a timely and effective manner;

(c) The use in no way undermines the use of resources and services for official purposes;

(d) The use does not express or imply sponsorship or endorsement by MUSC; and

(e) The use is consistent with MUSC policies, including but not limited to the MUSC Acceptable Use of Computing and Telecommunications Resources Policy as well as state and federal laws regarding obscenity, libel, political activity, the marketing of products or services, or other inappropriate activities.

A proposed use of MUSC resources that advances only the interests of a faculty or staff member, or of a non-MUSC entity with which a Covered Person he or she is associated without any concurrent benefit to the MUSC, is prohibited under this Policy.

Covered Persons may make "incidental use" of MUSC resources for Entrepreneurial Activities (as described above) if:

(a) The activity is an Entrepreneurial Activity as defined in Section X.B;

(b) Such Entrepreneurial Activity contributes to the MUSC's economic development, technology transfer, or other public service goals; and

(c) The Entrepreneurial Activity is consistent with and similar in nature to activities such as:

(i) Early stage activities associated with forming a nonprofit organization focused on health care, education, research, or public policy issues;

(ii) Activities in support of the development of a licensing agreement with an established company; or

(iii) Early stage activities associated with forming a company to which MUSC FRD expects to license intellectual property, whether or not MUSC FRD expects to acquire

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equity in the company.

E. Contracted Research

If a company executes a contract with MUSC for support of further research related to development of intellectual property, that company (the "Venture") will assume the full cost of research personnel and resources associated with this agreement, including Facilities & Administrative (F&A) costs derived from the most current and official MUSC F&A rates. Use of state or federal resources must comply with all applicable state and federal regulations.

The testing of interventions in human patients as part of a clinical trial requires special attention in cases where there are real or perceived conflicts of interest. Any involvement by the Venture and any related intellectual property relevant to clinical trials conducted at MUSC must be communicated to the appropriate Institutional Review Board (IRB) at the time the original protocol is submitted, and to clinical trial participants in the informed consent documents. Similar information must be communicated to any collaborators, co-investigators at MUSC and/or multi-site participants for such studies. For clinical trials involving a MUSC employee and/or trainee, or their immediate family, MUSC will contract for an outside IRB and/or independent clinical monitor(s) to have the research conducted at MUSC with any associated expenses paid for by the Venture. If MUSC has an institutional conflict of interest or the potential for an institutional conflict of interest in a clinical trial to be conducted at MUSC, an outside IRB must be contracted for review.

F. Management of Potential or Real Conflicts of Interest

Relationships between MUSC and outside entities may introduce actual and potential conflicts of interest. The MUSC Conflict of Interest (COI) Office shall manage these issues in an equitable manner, with the goal of empowering the development process in accordance with federal and state guidelines, the MUSC/MUHA Conflict of Interest Policy, and guidelines provided in this policy.

In most cases of conflict, the appropriate COI Committee, along with the Covered Person and his/her Supervisor or Department Chair, will devise a COI Management Plan that will attempt to be equitable to the individual(s) involved, promote the entrepreneurial goals of MUSC, and protect the academic interests of MUSC, including the scholarly pursuit of new knowledge. COI Management Plans may require adjustment as circumstances change, and therefore will be reviewed with the individual's Supervisor or Departmental Chair, as applicable, at least annually. Conflicts of interest will be disclosed to all appropriate constituencies, within the MUSC enterprise in accordance with the MUSC/MUHA Conflict of Interest Policy.

G. Intellectual Property

Intellectual property developed by Covered Persons is subject to the MUSC Intellectual Property Policy. The MUSC Intellectual Property Policy provides information on the reporting and ownership of intellectual property developed jointly by an MUSC employee and an outside entity.

Because MUSC is a state-supported institution, and because most research is federally supported and subject to federal regulations, Covered Persons cannot be given a favored position in respect to licensing the rights to intellectual property owned by MUSC. Options to technology rights, in lieu of full licenses, will be considered during the early stages of the Venture. Each option or license must be negotiated with MUSC FRD in open competition with all entities with a bona fide interest in commercializing the intellectual property. The fact that the Covered Person or members of their Departments are the inventor(s) or creator(s) does not ensure licensing of that intellectual property to the entity in which they hold special interest. Terms for all options or licenses must be based on fair value and conform to all applicable federal agency rules, regulations and restrictions.

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All research findings related to MUSC intellectual property will be open to publication in scientific journals with limited time delays as defined in the relevant licensing agreement.

Rights to intellectual property resulting from an outside entity's use of MUSC space and interaction with MUSC personnel will be governed by the MUSC Intellectual Property Policy, and/or the licensing agreement between the entity and MUSC FRD.

VII. Exceptions

MUSC FRD will review/consider requests for exceptions to this policy in conjunction with the MUSC Conflict of Interest (COI) Office. Request for exceptions must be submitted in writing to MUSC FRD and the COI Office. Resolution of such requests will be reported back to the requestor and their Supervisor. If additional recourse is desired after review and action by MUSC FRD and the COI Office, a Covered Person may submit their request in writing to the MUSC Vice President for Academic Affairs & Provost for appeal.

VIII. Sanctions for Non-compliance

Violations of this Policy, including the failure to avoid a prohibited activity or disclose relationships with commercial entities, will be dealt with in accordance with applicable policies and procedures that may include disciplinary action up to and including termination of employment or medical staff privileges. Sanctions may include suspension or dismissal, non-renewal of appointment, denial of eligibility to engage in research funded through MUSC, denial of merit pay, or other appropriate penalties. Such sanctions may require giving notice of relevant information to funding agencies, professional bodies or journals, or the public. Termination of medical staff privileges or denial of medical staff privileges under this policy will not be based upon a physician's individual competence, quality of care, or professional conduct. Therefore, the revocation or denial of appointment or reappointment will not be reportable to any agency or databank.

The Vice President for Academic Affairs and Provost will determine the methods of resolving noncompliance with this policy and applying sanctions. The Provost may refer the matter to the appropriate College Dean or in the case of Affiliates, to the senior administrative officer of that Affiliate, take action on his or her own, or initiate MUSC procedures governing such discipline.

The MUSC Board of Trustees, as the ultimate governing body, or its designee, retains authority to make a final determination of any matter covered by this policy. The MUSC Board of Trustees, or its designee, will make its determinations in accordance with The South Carolina Ethics, Government Accountability, and Campaign Reform Act (the "State Ethics Act"), SC Code Ann. § 8-13-10, et seq., and MUSC's policies, including but not limited to the Conflict of Interest Policy, Industry Relations Policy, and Intellectual Property Policy.

IX. Related Information

A. References, citations

1. MUSC/MUHA policies that relate to industry, IP and faculty/employee start-up ventures

(a) MUSC Intellectual Property Policy: https://research.musc.edu/resources/frd/forinventors/policies

(b) Disclosure of Entrepreneurial Activity Faculty start-up ventures forms on MUSC FRD website: https://academicdepartments.musc.edu/frd/

(c) MUSC/MUHA Industry Relations Policy and other Conflict of Interest Policies: https://web.musc.edu/about/coi/coi-policies

(d) MUSC Acceptable Use of Computing and Telecommunications Resources Policy

https://horseshoe.musc.edu/~/media/files/services-all-files/ociofiles/policies/pgc0002-musc-acceptable-use-of-computing-andtelecommunications-resources-policy.pdf?la=en

2. References and Resources

(a) South Carolina Launch, an SCRA Collaboration: Commercialization Services for Entrepreneurial startup companies: http://sclaunch.org

(b) SCBIO association dedicated to growing the life science industry in South Carolina: http:///scbio.org

(c) SCTR South Carolina Clinical and Translational Research Institute http://sctr.musc.edu

(d) Chair MUSC Research Conflict of Interest Committee: https://web.musc.edu/about/coi/coi-committees

(e) South Carolina Ethics Commission Rules of Conduct: http://sc.gov/rulesofconduct

(f) University of Wisconsin-Madison: http://grad.wisc.edu/research/policyrp

3. Related Statutes

(a) Bayh-Dole Act: 35 U.S.C. § 200-212; 37 C.F.R. 401; 37 C.F.R 404

(b) SC Life Sciences Act: SC Code Section 12-15-10 et seq.
https://www.scstatehouse.gov/code/t12c015.php

B. Other

Questions regarding this policy can be directed to the Director of the MUSC Conflict of Interest (COI) Office, the Chief Innovation Officer, and/or the Executive Director for MUSC FRD.

C. Appendices

A.1 Disclosure of Entrepreneurial Activity Form

X. Definitions

A. "Covered Person(s)" includes all Officers, Faculty, Administrators, Staff, Students (including visiting students) and Trainees including all full-time, part-time, temporary and contract employees of the Medical University of South Carolina and the Medical University Hospital Authority, affiliates of MUSC (including but not limited to University Medical Associates of the Medical University of South Carolina, the MUSC Foundation and MUSC FRD which derive their not for profit status from MUSC, shall as a condition of conducting business with MUSC, develop and implement policies and procedures substantially similar to and consistent with this policy.

B. "Entrepreneurial Activities" include all activities inwhich any Covered Person engages as part of that Covered Person's participation in a startup or other company, which expects to or does commercialize intellectual property optioned or licensed from MUSC (FRD). Additionally, Entrepreneurial Activities include a Covered Persons' provision of services to a startup or other company based upon the Covered Person's professional expertise, to the extent such services are provided to a startup or other company that expects to or does commercialize intellectual property optioned or licensed from MUSC FRD.

C. "Venture" includes those arrangements as defined in Section IVI.E. above.

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7.09 Expert Testimony

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The Medical University of South Carolina neither encourages nor discourages faculty participation as witnesses in legal proceedings. All such requests or directives to serve as a witness because of professional training or position should be immediately reported to and receive the prior approval of the department chair or next higher administrator. Department chairs should file an annual report on all such witness activity with their respective deans.

It is expected that time and resources spent as a witness or consultant in legal matters be considered patient care-related and that all remuneration as set by the Medical University of South Carolina should be reimbursed to the faculty member's practice plan or appropriate college account.

7.10 Evaluation of Department Chairs, Deans, and/or Unit Directors

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

A process sanctioned by the Faculty Senate for the annual review by the faculty for performance of chairs, deans, and/or other unit directors has been approved by the Executive Vice President for Academic Affairs and Provost. Each May, the Executive Vice President for Academic Affairs and Provost's Office sends out questionnaires maintained at the following link to all faculty including part-time faculty

https://education.musc.edu/leadership/provost/reporting-units/institutional-effectiveness/assessment

Completed forms are sent anonymously to the Office of the Executive Vice President for Academic Affairs and Provost or his/her designee where results are collated, tabulated, summarized, etc., and given to deans of the respective colleges. The Executive Vice President for Academic Affairs and Provost informs the President of the Faculty Senate in March that the process has been completed and deans have reviewed the data which is archived in the event future reexamination becomes necessary.

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7.11 Copyright Protections

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The faculty is subject to the university copyright policies. See Executive Vice President for Academic Affairs and Provost Office website: https://web.musc.edu/about/compliance/disclaimerfor the most current versions. Also, see "Intellectual Property" in section 7.12.04.

7.12 Faculty Research Activities

7.12.01 Research and Sponsored Programs

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The Office of Research and Sponsored Programs assists investigators and/or leaders of other sponsored programs in filing timely and complete grant or other support proposals, coordinating regulatory reviews, filing progress reports as required, and identifying potential sources of funding. It maintains liaison with federal, state, and other major research support agencies, assures compliance with MUSC, state, federal, and other agencies' policies and procedures, reviews proposals and provides administrative approval.

Faculty members are encouraged to consult the office at any time for information or advice on program development, application preparation, and grants and contracts management. Those who are ready to make application for funds should contact the Research Office early in the process to be sure there is sufficient time to complete the required administrative review before the submission deadline.

A directory of Resources for Researchers at the Medical University of South Carolina is available on request through the Research Office or the office of the Vice President for Research. Directory of Research Support, which includes abstracts of research being conducted, is also available on request. In addition, updated research support data on past and ongoing grants, cooperative agreements, contracts and other mechanisms of extramural funding are available through the office of the Vice President for Research.

The financial management of awards is provided by the office of Grants Accounting.

Office of Research and Sponsored programs website:
https://research.musc.edu/resources/orsp

7.12.02 Responsible Conduct of Research

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The MUSC Responsible Conduct of Research policy is a key element of the overall University Compliance policies (see MUSC Webpage: http://academicdepartments.musc.edu/uco/rcor.htm)

and must be signed by all faculty, staff, and students of the university using research resources or facilities, or receiving research funds administered by the university, and those engaged in oversight of research facilities or funds. It was approved by the University Board of Trustees and is presented in its entirety below.

Section I. Introduction

MUSC is committed to the highest standards of professional conduct; therefore all members of the university community are expected to adhere to the highest ethical standards of professional conduct and integrity. The values we hold among ourselves to be essential to responsible professional behavior include: honesty, trustworthiness, respect and fairness in dealing with other people, a sense of responsibility toward others and loyalty toward the ethical principles espoused by the institution. It is important that these values and the tradition of ethical behavior be consistently demonstrated and carefully maintained.

Section II. Definitions

Members of the University Community or "Members": faculty, staff, fellows, residents and students or any individual employed by the university using university research resources or facilities, or receiving research funds administered by the university, and those engaged in oversight of research facilities or funds.

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Section III. Responsibilities

Fairness: Members of the university community have the obligation to respect, and to be fair to other members, students and persons they supervise, and to foster their intellectual and professional growth. Members must not engage in, nor permit, harassment and illegal discrimination. Members must not abuse the authority they have been given, and care must be taken to ensure that any personal relationships do not result in situations that might interfere with objective judgment.

Professional Conduct: Workplace and educational experiences must impart ethical standards of professional conduct through instruction and example. Members of the university community are expected to conscientiously fulfill their obligations toward students, advisees, colleagues and perform their duties as part of the university community. Members must support intellectual freedom.

Compliance: Members of the university community are expected to understand and comply with laws and regulations related to their duties. Members are responsible for adherence to university policies and procedures and are expected to comply with State and Federal laws. The university has the obligation to provide the opportunities necessary to assure awareness. Members are expected to see that those who report to them are informed about, understand and comply with regulations such as those for health and safety in the workplace, including the procedures to assure the ethical treatment of human subjects and animals and the use of hazardous materials. Members also have an obligation to report any noncompliance of regulations that are observed.

Authorship: In an academic environment we continually seek knowledge and understanding and must transmit our findings faithfully. Members of the university community who create scholarly products or works of art must guarantee the originality of their work and provide credit for the ideas of others upon which their work is built. All authors on a published work are responsible for the accuracy and fairness of the presented information. It is expected that members of the university community consider individuals for inclusion as authors on work submitted for publication if they have contributed substantially intellectually to the work. Special care must be taken to clarify authorship with entry level professional persons such as graduate students, postdoctoral fellows and trainees, preferably before the work is begun. It is inappropriate for members to include individuals as authors if they contributed only peripherally to the work.

Peer Review: Any material received by members of the university community to review for funding or publication is confidential and the ideas contained therein must not be used in any other manner by the reviewer unless specifically permitted.

Data Collection and Management: Falsification, fabrication and unacknowledged appropriation of the data of others by members of the university community are unethical and prohibited. At the outset of any research project, all participants are expected to discuss and agree upon data management and access and retention procedures including procedures for having participants join or leave the project. Privacy of collected data and

rights to intellectual property must be protected. Student rights to data are expected to be clearly specified. All documentation necessary to reconstruct investigations is expected to be available and data are to be recorded in a timely and consistent manner.

Fiscal Responsibilities: Members of the university community must not accept money or gifts for research on behalf of the university or as part of their university activities except as prescribed by university policy. All funds provided for research must be spent in ways consistent with the funding documents and in compliance with the guidelines on allowable costs. Members in charge of budgets have an obligation to monitor records of expenditures for compliance with university policies and procedures and to allow these records to be viewed by appropriate parties. Departmental files are the property of the university.

The university has the obligation to provide up-to-date records of financial transactions.

7.12.03 Misconduct in Scientific Research

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The principles that govern scientific research long have been established and applied in the discovery of new knowledge. The faculties and administrators at academic medical centers and teaching hospitals have a central and critical responsibility to maintain these high ethical standards. Validity and accuracy in the collection and reporting of data are intrinsically essential to the scientific process. Dishonesty in these endeavors is contrary to the very nature of research; that is, the pursuit of truth.

"Research misconduct means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results." Honest error or differences of opinion are not included in this definition. [42 CFR § 93.103]. A finding of misconduct "requires that- (a) There be a significant departure from accepted practices of the relevant research community; and (b) The misconduct be committed intentionally, knowingly, or recklessly; and (c) The allegation be proven by a preponderance of the evidence." [42 CFR § 93.104].

Primary responsibility for the integrity of all scientific research rests with the individual researcher. The researcher accepts this responsibility with the understanding that the commission of misconduct in the research process is a major breach of contract between the researcher and the institution.

Pursuant to the Final Rule notice of 42 CFR Parts 50 and 93 Public Health Service Policies on Research Misconduct in the May 17, 2005 Federal Register effective June 16,

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2005, MUSC, as the awardee or applicant "institution," has complied with the necessary assurance to the Department of Health and Human Services (HHS) that there are both policies and procedures in place, and other institutional responsibilities are consonant with 42 CFR Subpart C, § 93.300-319 of the Federal Register's Rules and Regulations.

MUSC Policies and Procedures for Responding to Allegations of Research Misconduct may be accessed at http://academicdepartments.musc.edu/research/ori/ric/pp_IV.html . Both the inquiry and the investigative phases, as well as administrative actions in the event of a finding of misconduct are included. Information at this Office of Research Integrity website supersedes the *Faculty Handbook* in the event of a discrepancy.

7.12.04 Intellectual Property: Policies and Procedures

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Jan 2016			Apr 2016		
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	
Mar 2020	Mar 2020	Mar 2020	May 2020	May 2020	

[Intellectual Property Policy 10.04-10.18 in the 2007 edition of the *Faculty Handbook* applies to faculty/staff who have intellectual property, conceived or first reduced to practice any invention or trade secret, prior to May 15, 2008]

1.0 Purpose

The purpose of this document is to delineate the policy and procedures pertaining to intellectual property created by employees, students, and visitors of the Medical University of South Carolina ("MUSC") and its affiliates, including but not limited to the University Medical Associates of the Medical University of South Carolina ("MUSC Physicians"), the Medical University Hospital Authority (MUHA), the MUSC Foundation, and the MUSC Foundation for Research Development ("FRD") (collectively the "MUSC Enterprise").

2.0 Objective

The objective of this Policy is to further the MUSC Enterprise's mission by (i) providing for the necessary protections, incentives, and vehicles to encourage the discovery and development of new knowledge for the public good; (ii) fostering research links and collaboration with industry and other academic institutions; and (iii) enabling advancement of economic development in South Carolina and beyond.

3.0 Applicability

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3.1 Employees (as defined below) and Students (as defined below): This Policy applies as a condition of appointment or employment by the MUSC Enterprise to every employee, and as a condition of enrollment by every student, who during the period of their appointment, employment, or enrollment by the MUSC Enterprise shall:

(a) Conceive or first reduce to practice, actually or constructively, any invention or trade secret;
(b) Prepare a copyrightable work;
(c) Contribute substantially to the existence of any tangible result of research; or
(d) Otherwise contribute to the creation of an item of intellectual property.

3.2 Visitors: This Policy applies as a condition of use of MUSC Resources (as defined below) to all persons who are not covered under Section 3.1 above, who through their use of MUSC Resources shall:

(a) Conceive or first reduce to practice, actually or constructively, any invention or trade secret;
(b) Prepare a copyrightable work;
(c) Contribute substantially to the existence of any tangible result of research; or
(d) Otherwise contribute to the creation of an item of intellectual property.

Such persons are called "Visitors" herein. MUSC Enterprise personnel allowing Visitor access to MUSC Resources shall ensure that the Visitor has been notified of this Policy and obtained written consent from the Visitor, using approved forms available on FRD's website, to be bound by this Policy.

4.0 Definitions

4.1 "Intellectual Property" as used herein is broadly defined to include inventions, discoveries, know-how, show-how, trade secrets, processes, unique materials, tangible results of research, copyrightable works, original data, and other creative or artistic works. Intellectual property includes, but is not limited to, that which is protectable by statute or legislation, such as patents, copyrights, trademarks, service marks, trade secrets, mask works, and plant variety protection certificates. It also includes the physical embodiments of intellectual effort including, for example, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions of matter, plants, and records of research.

4.2 "Copyright able Works " shall mean copyrightable works as defined under the laws of the United States, including 17 U.S.C. 101 et seq.

4.3 "Traditional Academic Copyrightable Works" are a subset of Copyrightable works created independently and at the Creator's initiative for traditional academic purposes. Examples include manuscripts for scholarly journals, class notes, text books and supplemental materials, theses and dissertations, videos, digital video disks (dvds) containing audio, video, and/or interactive simulations as well as non-interactive demonstrations, compact disks containing audio, video and/or interactive simulations, as

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well as non-interactive demonstrations, articles, non-fiction, fiction, poems, musical works, dramatic works including any accompanying music, pantomimes and choreographic works, pictorial, graphic and sculptural works, or other works of artistic imagination that are not created as a) an institutional initiative or b) with MUSC Resources. Specifically excluded from this definition are software works.

4.4 "Creator" means an Employee, Student, or Visitor who, individually or jointly with others creates Intellectual Property and (1) meets the criteria for inventorship under United States patent laws and revulations; (2) meets the criteria for author if hteIntellectual Property is a work of authorship qualifying for protection under United States copyright laws and regulations; or (3) is determined to have otherwise made a substantive intellectual contribution to the development of the Intellectual Property and is named on the applicable Intellectual Property disclosure form.

4.5 "MUSC Resources" means the material use of facilities, supplies, materials, or other resources of the MUSC Enterprise, with the exception of its library collections and other resources that are freely available tohte public. MUSC Resources do not include "incidental uses" of resources as that term is described in the MUSC Policies and Procedures for Employee Involvement in Entrepeneurial Activities.

4.6 "Net Proceeds" means the net amount received by MUSC or its designee from the sale, licensing or other disposition of any Intellectual Property, initially owned, pursuant to this Policy, in whole or in part by MUSC, after deduction of all costs reasonably attributable to the protection and distribution of such Intellectual Property, including any reasonable expense of patent or copyright prosecution, maintenance, interference proceedings, litigation, marketing or other dissemination and licensing.

4.7 "Employees" means full-time and part-time faculty (of all ranks and status as outlined in the MUSC Faculty Handbook) and all levels of full-time and part-time staff employed by the MUSC Enterprise.

4.8 "Students" means full-time and part-time students of all levels including those in training, such as post doctoral fellows and residents.

5.0 Disclosure and Assignment Requirements

5.1 Intellectual Property is required to be disclosed, pursuant to this Policy, by the Creator to FRD or another designee as determined by MUSC, using approved forms available on FRD's website. All disclosures are confidential. Ownership of the Intellectual Property included in such disclosure shall be determined pursuant to the applicable provisions of this Policy.

5.2 Disclosure should be made in a timely manner upon the Creator's recognition that Intellectual Property may have been created. Disclosure should be made prior to public presentations or publications, or other dissemination of the Intellectual Property to third parties whether public or confidential.

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5.3 Creators shall and hereby do assign to MUSC ownership of any Intellectual Property that MUSC is entitled to claim ownership of pursuant to this Policy as a condition of employment, enrollment, or use of MUSC Resources. Creators shall in good faith execute any and all assignment of ownership documents required to effectuate this Policy. MUSC may require assignment of ownership documents be signed for any Intellectual Property covered under this Policy regardless of whether the assignment of ownership document is required by law to transfer ownership to MUSC.

6.0 Ownership

6.1 Employees: MUSC shall be entitled to claim ownership of Intellectual Property which is made in the field in which the Employee Creator is engaged by the MUSC Enterprise or made with the use of MUSC Resources. The Employee Creator shall share in any proceeds derived there from in accordance with this Policy and subject to any preexisting commitments to outside sponsoring agencies.

6.2 Students:Intellectual Property created by Student Creators shall be owned by the Student Creator unless the Intellectual Property is created, conceived or reduced to practice (a) during the course of research conducted at MUSC; (b) through the use of MUSC Resources; (c) in conjunction with one or more persons who are otherwise obligated to assign their rights in such Intellectual Property to MUSC under this Policy; or (d) under terms of an MUSC Enterprise contract with a third party which provide for other disposition of the Intellectual Property. For Intellectual Property of categories (a) through (d), MUSC shall be entitled to claim ownership, and the Student Creator shall share in any proceeds derived there from in accordance with this Policy and subject to any preexisting commitments to outside sponsoring agencies.

6.3 Visitors: MUSC shall be entitled to claim ownership of Intellectual Property created by Visitors through the use of MUSC Resources. The Visitor shall share in any proceeds derived there from in accordance with this Policy and subject to any pre-existing commitments to outside sponsoring agencies.

6.4 Copyright:

6.4.1 Copyrightable Works that MUSC is entitled to claim ownership to under this Policy shall be treated as works for hire under the U.S, Copyright Act and MUSC shall be deemed the author. Employees, Studnets, and Visitors who would otherwise qualify as authors of the Copyrightable Works under United States copyright law will be considered Creators for purposes of this Policy.

6.4.2 Unless subject to any of the exceptions specified in Section 6.4.3, Creators shall retain all rights to Traditional Academic Copyrightable Works and are free to submit such for publication and execute assignment documents in their own name.

6.4.3 MUSC shall own Traditional Academic Copyrightable Works as follows:

(a) Works created pursuant to the terms of an MUSC Enterprise agreement with an external party;
(b) Works created as a specific requirement of employment or as an assigned MUSC Enterprise duty that may be specified, for example, in a written job description or any employment agreement;
(c) Works specifically commissioned by the MUSC Enterprise; and
(d) Works that are also patentable

Nothing contained herein shall be interpreted to grant ownership to MUSC of Traditional Academic Copyrightable Works that are manuscripts for submission to scholarly journals, including electronic submissions which contain multimedia interactive components.

6.5 Agreements Impacting MUSC Ownership

6.5.1 Sponsored Research Agreements: Ownership and disposition of Intellectual Property may be governed in whole or in part by sponsored research agreements, which may supersede certain provisions of this Policy. Prior to the execution of any sponsored research agreement which would conflict with this Policy, the Office of Research and Sponsored Programs must approve the agreement in question.

6.5.2 Consulting: Employees engaged in external consulting work or business are responsible for ensuring that agreements emanating from such work are not in conflict with MUSC Enterprise policies or with the MUSC Enterprise's contractual commitments, including but not limited to MUSC's rights to certain Emplyee know-how pursuant to this Policy. Such employees should make their university obligations known to others with whom they make such agreements and should provide the parties to such agreements a statement of applicable MUSC Enterprise policies regarding ownership of intellectual property and related rights.

7.0 Commercialization of Intellectual Property

7.1 Commercialization

7.1.1 In making commercialization decisions for its Intellectual Property, MUSC, or its designee, shall have full discretion, subject to the purpose, objectives, and requirements of this Policy. MUSC has designated FRD, a not-for-profit foundation whose sole purpose is to solely benefit MUSC, for the administration and commercialization of Intellectual Property.

7.1.2 FRD shall keep the Creator reasonably informed of its commercialization efforts; provided, however, if the Creator has an interest in an entity which desires to license or otherwise make commercial use of the Intellectual Property, the Creator shall not be privy to financial or other confidential information concerning the offers of competing parties.

7.2 Timetable

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7.2.1 Complete Submission: Upon submission of an Intellectual Property disclosure, FRD shall notify the Creator within thirty (30) days if the Intellectual Property disclosure is deemed complete. If it is not deemed complete, the Intellectual Property disclosure shall be returned to the Creator with a request for the additional information needed.

7.2.2 Ownership: Within nine (9) months of a complete submission, FRD shall inform the Creators if MUSC is exercising its right to claim ownership of the Intellectual Property.

7.2.3 FRDshall be reasonably diligent in making efforts to commercialize the Intellectual Property to which MUSC has claimed ownership.

7.3 Disposition of Intellectual Property

7.3.1 After evaluation of the Intellectual Property and review of applicable contractual commitments, FRD may (a) commercialize the Intellectual Property through licensing or other transfer of rights, (b) release it to the sponsor of the research under which it was made (if contractually obligated to do so), (c) release it to the Creator if permitted by law, or (d) take such other actions as are determined to be in the interest of MUSC and the public. Licensing or other transfer of Intellectual Property rights to entities which the Creator has an interest in is not prohibited by any provisions of this Policy. Commercialization by FRD or its designee may or may not involve statutory protection of the intellectual property rights, such as filing for patent protection, registering a copyright or securing plant variety certification.

7.3.2 Should the FRD abandon commercialization of MUSC-owned Intellectual Property, ownership may be assigned to the Creator as allowed by law subject to the rights of sponsors and the federal government, if applicable, and to the retention of a license to practice the Intellectual Property rights for the internal purposes of MUSC, its affiliated entities, and not-for-profit research collaborators. The minimum terms of such license shall grant MUSC, its affiliated entities, and it's not-for-profit research collaborators, the right to use the Intellectual Property in their internally administered programs of teaching, research, and public service on a perpetual, royalty-free, non-exclusive basis. MUSC or FRD may require the repayment of its out of pocket expenses from any profits made due to commercialization by the Creator.

7.4 Distribution of Net Proceeds: After retaining a fifteen percent (15%) deduction from Net Proceeds for administration expenses of FRD, which shall be used ot further the objectives and purposes of this Policy, FRD shall distribute Net Proceeds at a frequency decided by FRD, in no event less frequently than annually. FRD may, in its sole discretion, withhold or delay distribution where there are forseeable expected costs reasonably attributable to theIntellectual Property yet to be incurred.
Net Proceeds shall be distributed pursuant to the following schedule:

Net Proceeds Creator(s) Department(s) Lab(s) Angel Fund MUSC College(s)

1-$10,000	100	0	0	0	0	0
> $10,000	40	10	15	10	20	5

For Creators who do not have a Laboratory, Department, and/or College appointment, the distribution of Laboratory, Department, and/or College shares will be determined, in advance of the receipt of Net Proceeds, by the applicable entity within the MUSC Enterprise by which the Creator is employed. In no event shall the Creator's share of the Net Proceedsw fall below the amounts specified above.

7.4.1 If Net Proceeds are attributable to more than one item of Intellectual Property (e.g. more than one patent), the Net Proceeds shall be first apportioned equally amongst each item (e.g. patent family) prior to application of the distribution schedule, unless otherwise agreed to by the pertinent Creators or if no agreement, as directed by the Divisional CEO (or their designees), as applicable, who shall be under no obligation to attempt to discern an apportionment other than equal.

7.4.2 If Net Proceeds are attributable to more than one Creator, distribution of Net Proceeds (the apportioned share if more than one item of Intellectual Property) pursuant to the schedule shall be made using an equal distribution for each Creator absent a written agreement to the contrary signed by all the Creators. If the Creators are from different Departments, Laboratories, and/or Colleges, if applicable, distribution of Net Proceeds to the Departments, Laboratories, and/ or Colleges will be equal.

7.4.3 Payment of the Creator's share shall not end due to the Creator's death, disability, or termination of employment or other association with MUSC. In the event of death, payment of the Creator's share shall be made to the Creator's estate.

7.4.4 In the event that a Creator changes Departments within the MUSC Enterprise, future distribution of the Department shares shall remain in the originating Department. If a Department ceases to exist, their shares shall accrue to the Angel Fund until and unless the Creator joins a new Department.

7.4.5 In the event that a Creator, or in the case of a Student Creator, when their mentor, leaves the employment of the MUSC Enterprise or terminates research operations then fifty percent (50%) of any remaining balance of Laboratory shares and future Laboratory shares from Net shall be redistributed to the Angel Fund and the remaining fifty percent (50%) will be distributed proportionally among the Department, MUSC and College according to the table in 7.4 with the stipulation that these funds be solely used to support further growth of intellectual property and technology transfer initiatives at the MUSC Enterprise.

7.4.6 For Student or Visitor Creators, the Laboratory, Department, and College shares shall be payable to the Laboratory, Department, and College of the Student's mentor or the Laboratory, Department, and College of the Visitor's sponsor, respectively.

7.4.7 In the event that equity is received from the commercialization of Intellectual

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Property, equity shall not be considered Net Proceeds until the equity can be freely tradable or liquidated. MUSC and/or FRD shall not be responsible or liable for any valuation fluctuations of equity.

7.4.8 Creators are responsible for any tax consequences associated with their receipt of Net Proceeds.

7.4.9 In the event FRD is a third party not-for-profit entity, MUSC can cause FRD to make payments on MUSC's behalf pursuant to the schedule.

7.4.10 Angel Fund: The proceeds designated for the Angel Fund shall be paid to FRD with its own budget line and be used to further the development of emerging MUSC owned Intellectual Property as approved by FRD's Board of Directors. The Intellectual Property Committee shall be periodically informed by FRD regarding the use of these funds.

8.0 Faculty Cooperation

The Creator will use reasonable effort to cooperate and assist, at no expense to the Creator, in the commercialization efforts of FRD. The Creator shall execute appropriate documentation for the protection of the Intellectual Property.

Potential conflicts of interest that a Creator has with respect to Intellectual Property and its disposition under this Policy shall be disclosed by the Creator pursuant to appropriate MUSC Enterprise policy(ies).

9.0 Intellectual Property Committee

9.1 Membership: The Intellectual Property Committee ("IPC") shall be a standing committee and consist of members appointed by FRD and approved by MUSC, MUHA, and MUSCP. Members shall be chosen from the various colleges and departments of the MUSC Enterprise which generate disclosures of Intellectual Property. One member shall be designated by the Vice President for Research as the Chair. A student shall also be appointed to the committee by the Vice President for Research.

9.2 Duties: The IPC shall:

(a) Provide advice to the MUSC Enterprise and FRD regarding implementation of this Policy, and undertake a periodic reciew of the Policy making recommendations for any revisions, if needed; FRD regarding implementation of this policy, and undertake a periodic review of

the Policy making recommendations for any revisions, if needed;

(b) Encourage compliance with this Policy through education of potential Creators of Intellectual Property, and through periodic meetings with those persons and entities responsible for implementation of this Policy.

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9.3 Meetings: The IPC shall meet as needed and at such other times as requested by the Vice President for Research, FRD, the Chair, or by at least 1/3 of the committee members.

9.4 Dispute Resolution Procedures

9.4.1 A Creator, FRD, or MUSC Enterprise administration can request the IPC mediate a dispute arising under this Policy.

9.4.2 If a mediated resolution amongst the parties is not obtained, the Committee can make a recommendation to the Vice President for Research for a resolution of the dispute.

9.4.3 Mediation of a dispute under this policy shall not be required and shall not be considered to be part of any required administrative remedies available to an employee or student of the MUSC Enterprise.

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8. CONTRACT DISPUTE RESOLUTION and FACULTY GRIEVANCE AND APPEAL

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The right to grieve and appeal by any member of the faculty is recognized by the administration and the Board. Presentation of grievances is made through the following procedures established by and for the faculty and approved by the administration and the Board of Trustees.

8.01 Faculty Appointment Contract Dispute Resolution

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The Faculty Appointment Contract (FAC) clarifies an individual's activities and responsibilities for the upcoming academic year and links the listed activities to compensation. These contracts are offered in good faith between the faculty member and the chair. They serve as a platform for discussing and resolving issues that could be misinterpreted between a faculty member and the chair. To assure collegial working relationships, the primary responsibility for resolving any dispute concerning the FAC lies with the faculty member and the department chair / division chief. However, some issues in a proposed FAC occasionally cannot be resolved at the department level.

The FAC signing period begins in early March and is to be completed by June 30. Any faculty member unwilling to sign his/her draft FAC may request a formal review and adjudication of the draft contract through their dean, who will make a formal request to the Office of the Executive Vice President for Academic Affairs and Provost. If the faculty member requests a review, the current FAC will be extended with appointment rights continued until July 31, by the Executive Vice President for Academic Affairs and Provost, or his/her designee. This should provide sufficient time for a review panel to gather facts and hear from those involved as needed to clarify issues in dispute. The review panel will be established by the Dean and be composed of faculty peers. The panel will have at least three senior faculty members, excluding department chairs or division directors, and may include faculty member(s) from another college. Panels are convened to review the issues and to render an opinion to the disputants, the Dean, and to the Executive Vice President for Academic Affairs and Provost. Each review panel member will sign a confidentiality

agreement in order to encourage the free sharing of opinions and facts. Panel members may recuse themselves for perceived conflict of interest. The Executive Vice President for Academic Affairs and Provost makes the final MUSC decision regarding the FAC being offered.

Both the faculty member and the chair or division directors shall have the opportunity to meet with the panel. The panel determines when to close fact-finding and hearing phases of the review and to begin deliberation. Following adequate deliberation on the issues, the panel shall submit a written recommendation to the disputants, the Dean, and the Executive Vice President for Academic Affairs and Provost. The Dean may mediate and resolve the dispute; however, if necessary, upon receipt of the Dean's comments on the Panel Report prior to July 31st,, the Executive Vice President for Academic Affairs and Provost will provide the final written decision on the contested issue to all parties. If a resolution has not been achieved by July 31st, the Executive Vice President for Academic Affairs and Provost, or designee, can grant an additional extension to facilitate the resolution.

For FAC disputes, this policy recognizes: 1) the importance of timely resolution, and 2) faculty desire for peer review at the college level. The flow chart below outlines this policy. The general grievance policy in Section 8.02 covers FAC disputes and complaints that cannot be resolved as described above in 8.01.

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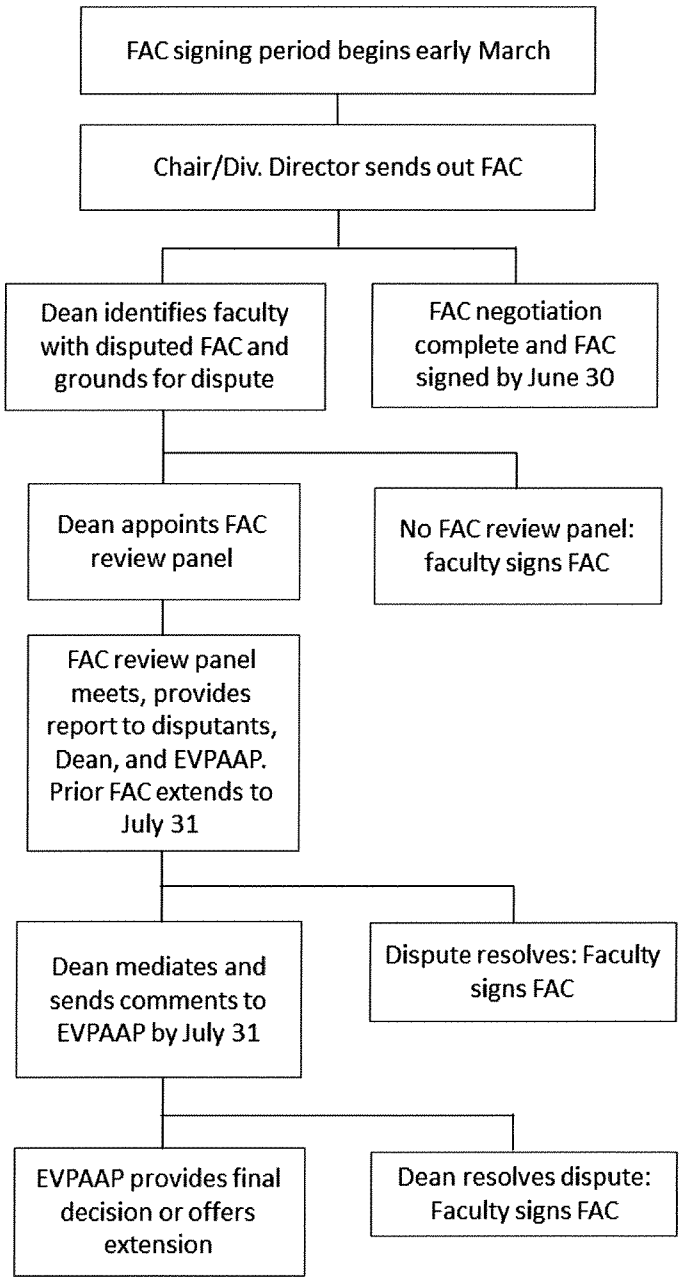
Faculty Appointment Contract (FAC)
Flow Chart



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8.02 Faculty Grievance and Appeal Procedure

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The general grievance policy in this section covers complaints that cannot be resolved in an informal way at the department or college level and which are not covered by other procedures.

In any community of free people, even under the best of circumstances, complaints will be generated from time to time by individuals or groups who feel that a condition exists that is detrimental to their professional careers or personal well-being.

A community of academicians operates on the premise that a complaint brought by one or more of its members against another or against the institution itself is best resolved when the parties involved are encouraged to seek a just and equitable solution.

When individual efforts fail to produce a satisfactory resolution of a complaint, it behooves the greater academic community to intercede so that an equitable solution is obtained with dispatch.

Therefore, a grievance and appeal procedure is established to handle complaints that cannot be resolved in an informal way at the department or college level and which are not covered by other procedures.

Participation in a grievance procedure in any capacity, including as a griever, within the scope of such grievance proceeding is considered by the University to be within the scope of duties of a faculty member. The faculty member shall be afforded the same protection for such participation as for any other faculty duties subject to the provisions of the liability insurance policies purchased to cover liability of faculty members.

The granting or the failure to grant tenured status to teaching and research faculty, professional librarians, academic administrators and all other persons holding faculty appointments or nonrenewal of employment contracts at the end of the contract term shall not be subject for consideration by this grievance procedure (Section 8-17-380, S.C. Code of Laws 1976). Section 8.01 governs resolution of faculty contract and post-tenure review disputes.

8.02.01 Initial Stage and Grievance Procedure

A complaint concerning any condition that is felt to be detrimental to the complainant's professional development or personal well being shall first be directed as described below:

1) Complaints against a member of the complainant's department shall be explained to the departmental chair. When the complaint is against the chair, it is lodged with the dean of the college.
2) Complaints against a member or chairman in the complainant's college, but not a member of the complainant's department, shall be lodged with the dean of the college.
3) Complaints against a member of another college shall be lodged with the dean(s) of the college(s) involved.
4) Complaints against any administrator shall be lodged with the next higher level of administration.

The person with whom the complaint is lodged shall attempt to mediate an amicable solution, or to suggest another person who might more effectively mediate an amicable solution.

8.02.02 Grievance Procedure

1) In the event that the complaint is not resolved within a reasonable period of time, the complainant may submit a written request for a hearing. The proper avenue for such a request is through established channels of authority to the Executive Vice President for Academic Affairs and Provost. Once initiated, a grievance or appeal must be afforded full due process regardless of changes in employment status.
2) The grievance or appeal shall be referred by the Executive Vice President for Academic Affairs and Provost to a Standing University Faculty Hearing Committee consisting of three (3) faculty members recommended by the Faculty Senate, three (3) faculty members recommended by the Provost's' Council, and one (1) faculty member selected by the Executive Vice President for Academic Affairs and Provost. The Committee may elect a chair, or may request that the Executive Vice President for Academic Affairs and Provost designate one of the seven individuals to be chair. Additional individuals who may be needed in case of a conflict of interest with a standing committee member will be selected from individuals representing each college and the Academic Affairs Faculty , who have received training in mediation. Faculty Senate and Provost's' Council may nominate individuals to receive mediation training and to serve in the Pool of potential Hearing Committee Members. This Pool (referred to as the Standing University Faculty Hearing Committee Pool) will be composed of one member from each college and the Academic Affairs Faculty nominated by the Faculty Senate, and one member from each college and the Academic Affairs Faculty nominated by the Provost's Council. Standing University Faculty Hearing Committee Pool members shall serve terms of up to three years, staggered such that there will be some continuity of membership from year to year.
3) The grievance or appeal shall be in writing and shall specify the condition(s) felt to be detrimental to the individual's professional development or personal well-being and the manner in which it/they may affect the complainant adversely. The statement shall specify the reason(s) why such a condition is/are felt to be the responsibility of a person or persons named in the grievance or appeal, and it shall suggest the changes in conditions that would satisfy the complainant.
4) Upon receipt of a grievance or appeal, and in no case longer than thirty (30) days after the receipt thereof, the Executive Vice President for Academic Affairs and Provost will

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convene a seven member Hearing Committee at full strength from individuals selected from the Standing University Faculty Hearing Committee pool.

8.02.03 Action by the Hearing Committee

1) When a grievance or appeal is referred to the Faculty Hearing Committee, the chair of the Committee shall distribute copies of all pertinent materials to the parties involved who have not already received them and to the members of the Committee within one week of the referral.

   The Committee shall refuse to hear a grievance or appeal if it determines that:

   a) The parties have made inadequate effort to resolve the dispute by discussion and agreement or have not utilized other reasonably available avenues for relief within the division, department, college(s);
   b) The dispute is patently frivolous or plainly without merit;
   c) The relief sought is beyond the power of the university to grant;
   d) The grievance is insufficiently related to the concerns of the academic community;
   e) The dispute is within the jurisdiction of another committee or unit of the university.

2) Within twenty-one (21) days of the distribution of the materials pertinent to the grievance or appeal, the Committee shall meet and decide whether to hear the case. If the Committee decides to hear the case, it shall immediately notify the principals and shall commence hearings within another seven (7) days. As it deems appropriate, the Committee may call any witnesses and examine any documents in addition to those presented by the parties to the grievance or appeal. The Committee shall prepare and keep a transcript of its proceedings.
3) After hearing the parties to the grievance or appeal and the witnesses, the Committee shall deliberate in executive session. It shall then determine to: (a) recommend an appropriate action or (b) dismiss the grievance. The chair shall send, in writing, the Committee's recommendation(s) to the parties. It shall then declare the hearing concluded.
4) The chair also shall send the Committee's recommendation(s) and rationale for it/them to the Executive Vice President for Academic Affairs and Provost of the university for consideration and recommendation by that officer. This report shall be submitted within ten (10) days after the conclusion of the hearing.
5) In preparing the written recommendations to the Executive Vice President for Academic Affairs and Provost, the Committee shall consider only the evidence presented at the hearing and such written and oral arguments as the Committee, in its discretion, may allow.
6) Under unusual and compelling circumstances, the Committee, with the concurrence of the Executive Vice President for Academic Affairs and Provost, may extend any deadlines upon written notification to the parties to the grievance or appeal.

8.02.04 Action by the Administration of the University

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Within thirty (30) days of the receipt of the Faculty Hearing Committee recommendations and rationale, the Executive Vice President for Academic Affairs and Provost of the university, who is ordinarily appointed by the President to act on her/his behalf, shall review the record and notify the parties to the grievance or appeal and the chair of the Faculty Hearing Committee of his/her recommendation in the case. In the event that the Executive Vice President for Academic Affairs and Provost has been a participant in the hearing of the aggrieved faculty member or for other valid reasons, the Executive Vice President for Academic Affairs and Provost may disqualify herself/himself and request the President to appoint another designee for said review.

If the Executive Vice President for Academic Affairs and Provost concurs in the recommendation of the Committee that is favorable to the faculty member, no further action in the matter may be taken. If the Executive Vice President for Academic Affairs and Provost either declines to accept a Committee recommendation that is favorable to the faculty member, or concurs in a Committee recommendation that is unfavorable to the faculty member, the faculty member may appeal to the Board for review. The appeal shall be submitted in writing to the Secretary of the Board within ten (10) days following the decision of the Executive Vice President for Academic Affairs and Provost who ordinarily acts as the designee of the President. It shall state the decision complained of and the redress desired.

8.02.05 Action by the Board

The appeal shall be placed on the next regular Agenda of the Board for the consideration of the Board.

The Board in its sole discretion may grant a review, but if granted the Board shall not be required to conduct an additional hearing or hear arguments of the faculty member or counsel but may review the record of the proceedings. The Board, at its discretion, may elect to hear arguments, oral or written, by both of the principals or their representatives and may consult with the hearing Committee.

Any action taken by the Board shall be final.

8.02.06 Definition of Rights and Challenges in a Grievance Procedure

1) Challenge of Committee Members:
   a) Upon the request of a party to a grievance, a member of the Committee may be removed from considering a case if deemed biased or in conflict of interest. If a member of the Committee refuses to remove herself/himself when challenged for such cause, the challenging party may appeal to the entire Committee who shall make a final determination of the challenge. A Committee member may disqualify herself/himself.
   b) If s/he so desires, each party shall have, in addition, a challenge without stated cause. A member so challenged shall not consider the case.
2) To Present Witnesses and Supporting Materials:

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Each party involved in a grievance or appeal may:

a) submit any written materials in support of his/her position;
b) present witnesses at hearings.

3) To Have an Advisor During the Hearing:
   a) Each party to a grievance or appeal may be accompanied in the hearing by a non-participating advisor of his/her choice and may consult with the advisor throughout the hearing.
   b) If any party chooses to have participating legal counsel present, written notification must be presented to the chair of the Committee at least five (5) days before the hearing. The chair shall then promptly notify the other parties. The Hearing Committee conducts an internal administrative review, rather than a legal proceeding. Legal counsel may advise, but may not participate in the hearing. The Committee chair, in consultation with University General Counsel, may remove any advisor from the hearing should said advisor persist in attempts to participate in the hearing [rather than to render advice to any participant(s)].
4) To Have an Observer Attend Hearings:

At the request of any party to a grievance or appeal, or at the request of the Committee hearing the case, a representative of a responsible professional or educational association shall be permitted to attend hearings as an observer. The chair will determine the qualifications and responsibility of the association.

8.02.07 Access to Records of Hearings

1) A written record shall be made of the proceedings during hearings.
2) Each party to a grievance or appeal shall have access to all records of the hearing and, should s/he request it, shall be furnished, upon payment of reasonable charges for transcription or reproduction, a record of the proceedings. (A copy of the official record of the proceedings, in whatever form it is made, shall satisfy this requirement.)

8.02.08 To Receive Expeditious Consideration

1) The parties to any grievance or appeal have the right to expeditious consideration at all stages of these procedures.
2) The Hearing Committee is expected to formulate its written recommendation(s) and to communicate it/them to the parties to the grievance or appeal within ten (10) days of the conclusion of the hearing.

8.02.09 Annual Report of the Chair of the Hearing Committee

Each July the chair of the Hearing Committee shall make a summary of formal grievance and appeal activities and statistics on cases in progress and those settled during the preceding year. S/he shall send this report to the President of the Faculty Senate, the Executive Vice President for Academic Affairs and Provost, and to the President of MUSC.

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9. FACULTY SEPARATION

9.01 Criteria for Termination of Tenured Faculty

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Tenure terminates when a faculty member resigns or retires. Tenure may also be terminated for cause. Cause includes one or more of the following:

a) Neglect or refusal to perform the duties and responsibilities of the academic rank to which the faculty member is appointed, or performance below the standards generally accepted for the rank.
b) Conduct seriously prejudicial to the Medical University of South Carolina through infraction of the law, moral turpitude, or infraction of commonly accepted standards of behavior in academic and professional communities.
c) Inability to perform the usual duties because of physical or mental incapacities. Terminations for medical reasons must be based upon clear and convincing medical evidence.
d) Documented evidence of financial exigencies or need for curtailment or discontinuance of programs, departments, colleges or positions. The administration shall seek appropriate faculty input in arriving at such decisions and shall observe every effort to make suitable reassignments of displaced personnel. In such decisions, appropriate weight will be given to seniority of service. The place of any faculty member so released shall not be filled within a period of two years, unless the released faculty member has been offered reappointment and has declined or failed to respond within a specific and reasonable period of time.

In instances involving termination for cause, the faculty member has the right to appeal through the Faculty Grievance and Appeal Procedure (Section 8.02).

9.02 Procedures for Termination of Tenured Faculty

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

The President may remove a faculty member for cause at any time, including termination or removal prior to hearing. Should such action be taken, the President shall implement a full

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hearing pursuant to the grievance procedure within sixty (60) days of said removal. Prior to the presentation of notice of dismissal, discussions concerning mutually agreeable settlement may be held through the organized administrative structure between the faculty member and the administrative officer(s) as designated by the President. Except for summary termination or removal by the President, termination of tenure for cause, unless waived by the faculty member involved, will be preceded by the following:

1) For termination pertaining to:

a. Quality of work - please refer to Section 5.05 Post Tenure Review.

This procedure serves as the initial stage of the Faculty Grievance and Appeal Procedure. Referral to the Executive Vice President for Academic Affairs and Provost will actuate the Grievance Procedure.

b. Prejudicial conduct and for precedence for rectifying the situation - the appropriate dean shall meet with the faculty member to discuss the nature of the conduct. The President may suspend the faculty member until the consequences of due process have been accomplished. A written summary of the meeting shall be provided to the faculty member who must abide by its terms. Failure of the dean to reach accord with the faculty member, or failure of the faculty member to meet the terms of the summary, shall result in the matter being referred to the Executive Vice President for Academic Affairs and Provost.

c. Incapacity - the department chair shall meet with the faculty member to document the nature and extent of the incapacity and forward a copy of the documentation to the dean, who shall refer the matter through appropriate channels to the Executive Vice President for Academic Affairs and Provost.

d. Abolition or discontinuance of positions or programs - the President of the University through Executive Vice President for Academic Affairs and Provost notifies the dean of the college concerned of such exigencies. Written notice of termination, through appropriate channels, is given to the faculty member(s) involved by the respective dean. Such notice is given at least twelve months in advance of the termination, to the extent that appropriated funds are available and legislation permits. Prior to the written termination notice, the dean and the Executive Vice President for Academic Affairs and Provost will have made reasonable efforts to place the faculty member(s) in any existing faculty vacancies within the university, consistent with the faculty member's qualifications and area of expertise. The faculty member(s) shall have a right to a hearing under the Faculty Grievance and Appeal Procedure.

Procedures a) through c) serve as the initial stages of the Faculty Grievance and Appeal Procedure. Referral to the Executive Vice President for Academic Affairs and Provost will actuate the Grievance Procedure

2) Until a final decision concerning termination of tenure has been reached, the appropriate dean and the Executive Vice President for Academic Affairs and Provost, upon approval by the President, may suspend or assign the faculty member to other duties. Before suspending a faculty member, the dean shall consult with the Appointment, Promotion and Tenure Committee of his/her college. A faculty member who has been suspended will suffer no loss of salary unless his/her appointment is duly terminated, in which event the, subject to the approval of the President and the Board, will determine the date of termination. In determining the date, the Executive Vice President for Academic Affairs and Provost may take into account the length and quality of service of the faculty member.

9.03 Non-reappointment and Termination of Non-Tenured Faculty

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	
Sep 2019	Oct 2019	Sep 2019	Dec 2019	Jan 2020	

Unless otherwise stated by a written contract of appointment, all non-tenured faculty members are under contract for one (1) year from the date of their employment with the department. For appointments other than 12-months, the contract period shall be stated in writing at the time of appointment or employment.

State legislation (S.C. Code of Laws, as amended, Section 8-17-380) (http:www.scstatehouse.gov/code/t08c017.php) provides that non-renewal of employment contracts at the end of the contract term is not grievable by the mechanism outlined in the Code.

Written notice of the intention not to renew the appointment of a non-tenured faculty member shall be given, to the extent that appropriated funds are available and legislation permits, as follows:

1) At least three (3) months prior to the expiration of the most recent contract for faculty with the Medical University if the initial contract was for a one (1) year term.
2) At least six (6) months prior to the expiration of the most recent contract for faculty appointed under a second-year contract with the department. Previous service to the university to other departments or capacities is calculated for notice purposes).
3) At least one (1) year prior to the expiration of the most recent contract for faculty under a third (3rd) year or subsequent-year contract with the department.

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9.04 Dismissal For Cause Before the End of a Specific Contract Period for Non-Tenured Faculty

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Cause or grounds for dismissal of a non-tenured faculty member before the end of a specific contract period are the same as those set forth for revocation of tenure (see Section 9.02, Procedures for Termination of Tenured Faculty).

9.05 Resignation

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Under ordinary circumstances, a faculty member is expected to fulfill his or her contractual obligations to the university. Letters of resignation requesting release from those contractual obligations prior to the end of a contract period may be accepted by the appropriate department chair or administrator if such actions are mutually acceptable. In the event the resignation is not accepted by the university, the faculty member shall complete his or her contractual service for the year in question. Faculty members who plan to leave university employment at the end of a contract period shall give sufficient notice and clear all financial and other obligations.

9.06 Retirement

Senate Approval Date	Provost's Council Approval Date	Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Nov 2017	Mar 2018	Mar 2018	Apr 2018	May 2018	

Information regarding eligibility and procedures for retirement are contained in https://web.musc.edu/human-resources/university-hr

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10. UNIVERSITY HUMAN RESOURCES POLICIES

10.01 Faculty Leave and Authorized Absences

Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Mar 2018	Apr 2018	May 2018	
June 2019	Not Required	July 2019	

10.01.01 Leave with Pay

Annual Leave

Eligible full-time faculty members accrue 176 hours of annual leave (22 working days) per fiscal year (July 1 – June 30). Leave is accrued on a monthly basis provided the faculty member is in a pay status for at least one-half of the workdays of the month. Faculty members continue to accrue annual leave while on annual leave, sick leave or other authorized leave with pay. No leave is accrued if the faculty member is in a leave without pay status. The maximum amount of unused annual leave that may be carried over into a new fiscal year (July 1- June 30) is 360 hours (45 days).

Eligible part-time faculty, with a twelve-month contract will accrue proportionate annual leave benefits based on the percentage of time worked. As with full-time faculty, the maximum amount of unused leave that part-time faculty may carry over into a new fiscal year is 360 hours (45 days).

Eligible faculty with nine-month contracts are entitled to accrue and use annual leave during the period of their contract. The amount of accrual will be 75% (16.5 days) of the amount accrued by full-time twelve-month faculty. As with other faculty, 360 hours (45 days) is the maximum amount of unused leave that faculty with nine-month contracts may carry over into a new fiscal year.

As far as possible, leave shall be scheduled in accordance with the preference of the faculty member. However, leave shall be approved by the appropriate supervisor/administrator to assure efficient operation. Recognizing the nature of academic responsibility and the high priority of class scheduling, faculty may be granted annual leave before it is earned.

Faculty members may use up to a maximum of 240 annual leave hours (30 days) in any one fiscal year, at the department's discretion

Twelve-month faculty (full & part-time) who leave the employment of MUSC who have unused annual leave are entitled to a lump-sum payment for such leave not to exceed 360 hours (45 days), to be calculated as follows:

University hourly rate multiplied by number of hours of accrued, unused annual leave. Earnings are taxed as extra income per IRS regulations. Contact the HR Benefits office to discuss the option of deferring a portion of the payment to an approved supplemental retirement account.

Official Holidays

Holidays observed by the University in accordance with State regulations, can be found at the following link:

https://horseshoe.musc.edu/human-resources/univ/employee-corner/leave/holidays. If conditions preclude taking the holiday at the prescribed time, comparable time must be taken within one year; there is no provision for payment for earned but unused holidays.

Sick Leave

Eligible full-time faculty members accrue sick leave at the rate of 10 hours per month on a calendar year basis for a total of 15 working days. Leave is accrued provided the faculty member is in a pay status for at least one-half of the workdays of the month. Faculty members continue to accrue sick leave while on annual leave, sick leave or other authorized leave with pay. No leave is accrued if the faculty member is in a leave without pay status. The maximum amount of unused sick leave that may be carried over into a new fiscal year is 1,440 hours (180 days). Eligible part-time faculty, working 50% of the time or more, will accrue sick leave on a prorated basis.

Leave Donation

Excess sick leave may be donated to the MUSC Catastrophic Leave Program (Please refer to HRM Policy #48, Catastrophic Leave Program).

Faculty may also donate annual leave to the catastrophic leave pool, as long as the eligibility requirements are met. Faculty annual leave donations will be designated for faculty annual leave requests. The department of the requesting faculty member should ensure that the leave recipient does not receive or use transferred annual leave from the pool after the personal emergency ends, and HR should be notified immediately.

For Additional information, see the following links:

University HR Policies

10.01.02 Extended Leave without Pay

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Extended leaves of absence without pay may be granted by the President, through regular administrative channels, under circumstances wherein the best interests of MUSC would be served through granting such leave. Authorization may be considered in such cases as:

(1) Absence for advanced academic training, research, or other experience which leads to increased competence and promotes the interests of the Medical University as well as those of the faculty member, and

(2) Absences due to prolonged illness or for personal reasons when such absences extend beyond available annual leave or sick leave. Sick leave must be exhausted first before leave without pay is granted. Normally, the total period of absence will not exceed six months (including up to 480 hours approved under FMLA for qualified conditions) and may be granted in increments depending on the circumstances.

The granting of leave-without-pay is a matter of administrative discretion. The administrative channels for request for leave-without-pay shall be the same as for other faculty actions.

Although sick leave or annual leave does not accrue during periods of leave-without-pay, the accumulated leave balances are not forfeited.

A member of the faculty who has acquired tenure shall retain tenure during any period of leave; however, time served on leave-without-pay may not be counted toward acquiring a sabbatical leave.

10.01.03 Family and Medical Leave Act

A faculty member who has worked for a State of South Carolina employer for 12 months or more and has worked at least 1,250 hours during the preceding 12 months, may be eligible for Family and Medical Leave.

See HR Policy #30 (Family Medical Leave Act)

10.01.04 Authorized Absences

Sabbatical Leave

See Section 6.01 Sabbatical Leave

Attendance in Court

When a faculty member is a voluntary witness in litigation as an individual, and not in an official capacity, the time taken from work shall be charged as annual leave or leave-without-pay, as appropriate.

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When, in obedience to a subpoena or other legal direction by proper authority a faculty member appears to testify, serve as a witness, or serve on a jury for the Federal Government, the State of South Carolina or one of its political subdivisions, the faculty member shall be granted leave-with-pay for the necessary period of time which shall be recorded as Administrative Leave.

Death in Family

Supplemental leave (with pay) may be authorized by the department for a death in the family. This leave, which shall not exceed three consecutive working days, may be granted in the case of death of the following relatives of the faculty member, or legal spouse of the employee:

- Spouse
- Parents
- Legal Guardians
- Brothers or Spouse of Brothers
- Sisters or Spouse of Sisters
- Children or Spouse of Children
- Grandparents or Great-Grandparents
- Grandchildren or Great-Grandchildren

Voting

Each faculty member who is eligible to vote in a South Carolina primary or general election will be authorized up to two hours leave for voting. If possible, voting should be done before or after work.

Military Leave

In accordance with State Law, a faculty member is entitled to a maximum of 15 work days of paid leave in any one calendar or fiscal year for active duty training with the South Carolina National Guard or one of the Reserve units of the Armed Forces of the United States. These 15 days need not be consecutive and may be used intermittently throughout the year. Insofar as possible, such training should be arranged to be of least interference with regular academic, research or clinical commitments.

In the event a faculty member is called upon to serve during an emergency ordered by the Governor or the Armed Forces concerned, s/he shall be entitled to an additional leave of absence with pay not to exceed 30 working days.

A faculty member is normally entitled to leave-without-pay during an extended period for up to five years for active military duty. After such leave, the faculty member may return to active employment with MUSC in a comparable position to the one held at the time

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such leave was granted, in accordance with the MUSC Military Leave Policy and the Uniformed Service Employment and Reemployment Rights Act (USERRA).

Assault by Patient

Covered employees who are temporarily disabled as a result of an assault by a patient or client are entitled to the use of supplemental leave with pay during the period of disability.

Donating Blood

Supplemental leave for blood donation is limited to four (4) hours. A department head may require documentation of the donation.

10.01.05 Academic Time

Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Mar 2018	Apr 2018	May 2018	
June 2019	Not Required	July 2019	

Time related to professional development, conferences, off-site work activities are not charged as leave; however, it is required to be documented for insurance and liability purposes. As far as possible, leave shall be scheduled in accordance with the preference of the faculty member. However, leave shall be approved by the appropriate supervisor/administrator to assure efficient operation.

10.02 Faculty Benefits

Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Mar 2018	Apr 2018	May 2018	
June 2019	Not Required	July 2019	

Faculty members who resign, retire, or for other reasons terminate their employment with MUSC must contact the Department of Human Resources Management concerning the action they need to take with regard to the following: a) Retirement, b) State Health, Dental

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and Vision Insurance, c) State Optional or Dependent Life Insurance, d) Supplemental Long Term Disability and flexible spending accounts, e) Tax Sheltered Annuities, and d) Deferred Compensation Plans.

Faculty employed by MUSC-affiliated institutions or organizations, such as VA Medical Center or MUSC Physicians, should refer to their Human Resource Management policies for eligible benefits.

10.02.01 General Employment Benefits

For information related to the core State benefits provided by the University, contact MUSC Human Resources Management at 843-792-2071, opt 4 or benefits@musc.edu. Contact information for counselors can be found on the directory. http://horseshoe.musc.edu/human-resources/univ/benefits/contacts

For assistance with supplemental benefits offered to clinical faculty by MUSC Physicians, contact MUSC Physicians at 843-852-3100 or muscpbenefits@musc.edu.

To find an overview of benefits go to:

University: http://academicdepartments.musc.edu/hr/university/benefitsMUSC
Physicians: **http://horseshoe.musc.edu/human-resources/muscp/benefits**

Additional Perks and Discounts:

Other Benefits- Perks and Discounts

The comparison between University and MUSC Physicians benefits is located at the following link:

Faculty Benefits
(http://academicdepartments.musc.edu/hr/university/benefits/faculty%20benefits.htm)

10.02.02 Liability Insurance

Pursuant to State law, faculty members and other employees are insured for all activities within the scope of their duties for MUSC. This State mandated insurance coverage is provided through the South Carolina Insurance Reserve Fund. Specific information regarding coverage may be obtained from the Office of University Risk Management.

If an event occurs which may expose a health provider or the institution to a claim or legal action, notify the University Risk Management office immediately. They will, in turn, notify appropriate persons in the affected areas and hospitals.

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10.03 Nepotism

Nepotism

10.04 Employee Health Screening Policy and Criteria

Employee Health Services

10.05 Criminal Record Searches

Criminal Record Searches

10.06 Drug Free Workplace

Drug-Free Workplace

11. GENERAL POLICIES AFFECTING FACULTY

Provost's Approval Date	Board of Trustees Approval Date	Reviewed for Accuracy and Consistency	Related Compliance Information
Mar 2018	Apr 2018	May 2018	
Oct 2018	Not Required		
June 2019	Not Required	July 2019	

11.01 Affirmative Action

https://education.musc.edu/leadership/diversity/equal-employment

11.02 Infectious Diseases

Bloodborne Pathogen Protocols:

http://horseshoe.musc.edu/everyone/health-wellness/employee-health/bloodborne-pathogen-exposures

Infectious Disease Exposure Questionnaire:
http://horseshoe.musc.edu/~/media/files/services-all-files/health-wellness-files/employee-health-files/infectious-disease-exposure-form-all-diseases.pdf?la=en

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Personal Protective Equipment Policy:

https://horseshoe.musc.edu/~/media/files/univ-files/risk-management-files/updated-forms/personal-protective-equipment-policy.pdf?la=en

11.03 Sexual Harassment Policies

https://education.musc.edu/leadership/diversity/title-ix

11.04 Use of the University Name, Seal, or Logos

https://web.musc.edu/about/leadership/institutional-offices/communications/brand

11.05 Computer Use Policy

https://web.musc.edu/ocio/policies/cup.pdf

11.06 Emergency / Disaster Preparedness

https://research.musc.edu/resources/doing-research/policies/disaster-preparedness-policy

11.07 MUSC Honor Code

Faculty members who suspect that conduct constituting a violation of the Honor Code occurred in academic work overseen by them are required to immediately report the violation to the Honor Council. The matter will be handled in accordance with MUSC's Honor Code, rather than direct action by the faculty member. The faculty will honor the decision and sanction imposed by the Honor Council related to the suspected violation. The faculty retain the responsibility for assessing the quality of the academic work using an objective assessment. If the Honor Council determines no violation occurred the objective grade for the assignment will be upheld.

http://www.musc.edu/honorcode

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Code of Conduct

This Code of Conduct establishes guidelines for professional conduct by those acting on behalf of the Medical University of South Carolina, its agents or affiliates (including but not limited to the Medical University Hospital Authority, MUSC Physicians, Carolina Family Care, the MUSC Foundation, and the Foundation for Research and Development hereafter, collectively referred to as "MUSC"), including executive officers, faculty, staff, and other individuals employed by MUSC using MUSC resources or facilities, and volunteers and representatives acting as agents of MUSC (hereafter collectively referred to as "employees"). This Code of Conduct is not an attempt to define everything one should and should not do, but to communicate MUSC's expectations of proper conduct and what professional conduct MUSC values.

MUSC has the expectation of each employee to conduct all activities in compliance with all applicable laws and regulations and with the utmost ethical integrity. While the information that follows in this section is not all inclusive, it is indicative of important activities involving MUSC employees in their daily business and workplace operations.

Those acting on behalf of MUSC have a general duty to conduct themselves in a manner that will maintain and strengthen the public's trust and confidence in the integrity of MUSC and take no actions incompatible with their obligations to MUSC. Employees shall adhere to the applicable laws, rules, regulations and policies of governmental and institutional authorities. The failure to do so will be grounds for disciplinary action, up to and including termination of employment.

Employees are responsible for reporting any activity reasonably believed in violation of a law, rule, regulation and/or policy. This can be done through the employee's chain of command, the Compliance Office, the Office of Internal Audit, or via the Confidential Hotline (toll-free, available 24 hours a day, seven days a week). MUSC will neither discriminate nor retaliate against any employee who reports in good faith any instance of conduct that does not comply or appear to comply with laws, rules, regulations and/or policies.

Ethical Standards

South Carolina Code (S.C. Code § 8-13-10 et seq.) (the "Ethics Law") makes it unlawful for public officials, public members, and public employees to use their position to obtain an economic interest or to have a financial interest in most any contract or purchase connected with MUSC/MUHA, unless certain exceptions apply. No provision of this policy supersedes the Ethics Law. The South Carolina Ethics Law can be found in its entirety on the South Carolina Legislature's website.

Some general ethical standards that apply to MUSC employees are:

- No employee shall accept or solicit any gift, favor, or service that might reasonably appear to influence the employee in the discharge of duties.
- No employee shall disclose confidential information or use such information for his or her personal benefit.
- No employee shall make personal investments that could reasonably be expected to create a conflict between the employee's private interest and the public interest.

- No employee shall accept other outside or dual employment or compensation that could reasonably be expected to impair the employee's independence of judgment in the performance of the employee's public duties.
- Sexual misconduct and sexual harassment are unacceptable behaviors. This includes verbal or physical conduct of a sexual nature.
- No employee shall misrepresent themselves or the institution in any way. This includes, but is not limited to, clinical or research documentation, submission of claims for reimbursement, submission of timesheets, and advertising of services.

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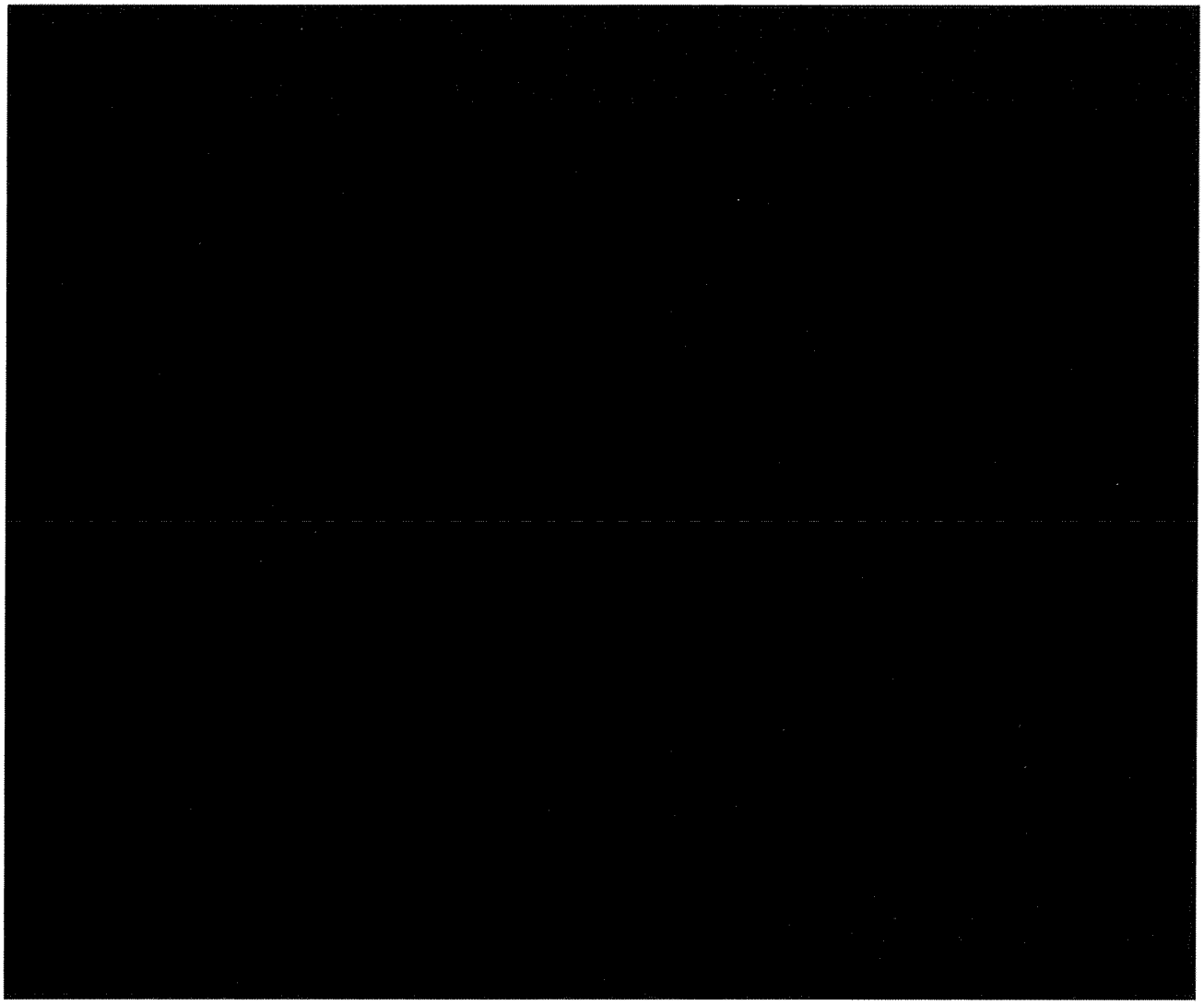
STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
	)	Civil Action No. _____
Plaintiffs,	)	
v.	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	
Defendants.	)	

EXHIBIT 6
TO MASTER EXHIBITS

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

From: Brisbin, Andrea <brisbina@musc.edu>
Sent: Tuesday, October 26, 2021 2:08 PM
To: Jones, Celeste; Klett III, William; Oken, Melissa
Subject: FW: Hornig Cards
Attachments: hornig endo sinus bx.doc; hornig esophageal dilation.doc; hornig facial mass.doc; hornig flap debulking.doc; hornig fom.doc; hornig free flap.doc; hornig glossectomy.doc; hornig glossmandible.doc; hornig laryngectomy.doc; hornig laser laryngectomy.doc; hornig lip wedge.doc; hornig lymph node bx.doc; hornig mandible fx.docx; hornig maxillectomy.docx; hornig neck dissection.doc; hornig orbital fx.doc; hornig Parotid RECON.docx; hornig parotidectomy.doc; hornig pec flap.doc; hornig quadroscopy.docx; hornig scalp lesion.doc; hornig septoplasty.doc; hornig Simple Intraoral excision.doc; hornig substernal thyroid.docx; hornig tep.doc; hornig thyroid.doc; hornig tonsil.docx; hornig trach.docx; hornig cathopexy-browlift.doc; hornig debridement of bone.doc; Hornig DL.docx



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Intended recipient, you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited.

From: Wilsgard, Jamie
Sent: Tuesday, September 14, 2021 11:07 AM
To: Whitehead Fay <Rebecca.Whitehead@hcahealthcare.com>
Subject: Hornig Cards

Thank you,

Jamie Wilsgard BSN RN
Clinical Coordinator, Main Operating Room
ENT/OMFS/Plastic Surgery
Medical University of South Carolina
UE Room 427
Office: 843-792-8742
Fax: 843-792-0753
musc.edu

If you have received this communication in error, please notify the sender immediately. The documents accompanying this facsimile/electronic transmission contain confidential information intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure. If the reader of this message is not the intended recipient, or an employee responsible for delivering the message to the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited.

From: Whitehead Fay <Rebecca.Whitehead@hcahealthcare.com>
Sent: Monday, September 13, 2021 12:12 PM
To: Wilsgard, Jamie <adaja@musc.edu>
Subject: New Contact Info

CAUTION: External

Hi!
I finally made it to my desk to send you my information!!! Thank you so much for the help!

Fay Whitehead, MSN, RN, CNOR
Trident Medical Center
Operating Room, PACU, & Central Sterile Manager
O: 843-847-4819
C: 843-209-0267
E: rebecca.whitehead@hcahealthcare.com

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

From: Brisbin, Andrea <brisbina@musc.edu>
Sent: Tuesday, October 26, 2021 2:09 PM
To: Jones, Celeste; Klett III, William; Oken, Melissa
Subject: FW: Lentsch Cards
Attachments: Intraoral Resection without Bone.docx; Laryngoscopy, Esophogoscopy, Panendo Simple.docx; Local Flap.docx; Major Intra Oral Resection with Bone.docx; mandible fx.docx; Maxillectomy with Obturator.docx; Minor Soft Tissue Excision.docx; Neck Procedures.doc; Open Total Partial Laryngectomy, Pharyngectomy.docx; orbital fx.doc; Parotid.docx; Partial Rhinectomy.docx; Scalp Resection.docx; Sialendoscopy.docx; TEP.docx; Thyroid, Parathyroid.docx; Tonsillectomy.docx; trach.docx; transoral laser.docx; uppp.doc; Zenkers Repair.docx; DISE.docx; Eagles.docx; FESS-Intranasal Case.docx; Inspire.docx

[EXTERNAL EMAIL]

[redacted]

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From: Wilsgard, Jamie
Sent: Tuesday, September 14, 2021 11:07 AM
To: Whitehead Fay <Rebecca.Whitehead@hcahealthcare.com>
Subject: Lentsch Cards

Thank you,

Jamie Wilsgard BSN RN
Clinical Coordinator, Main Operating Room
ENT/OMFS/Plastic Surgery
Medical University of South Carolina
UE Room 427
Office: 843-792-8742
Fax: 843-792-0753
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From: Whitehead Fay <Rebecca.Whitehead@hcahealthcare.com>
Sent: Monday, September 13, 2021 12:12 PM
To: Wilsgard, Jamie <adaja@musc.edu>
Subject: New Contact Info

CAUTION: External

Hi!
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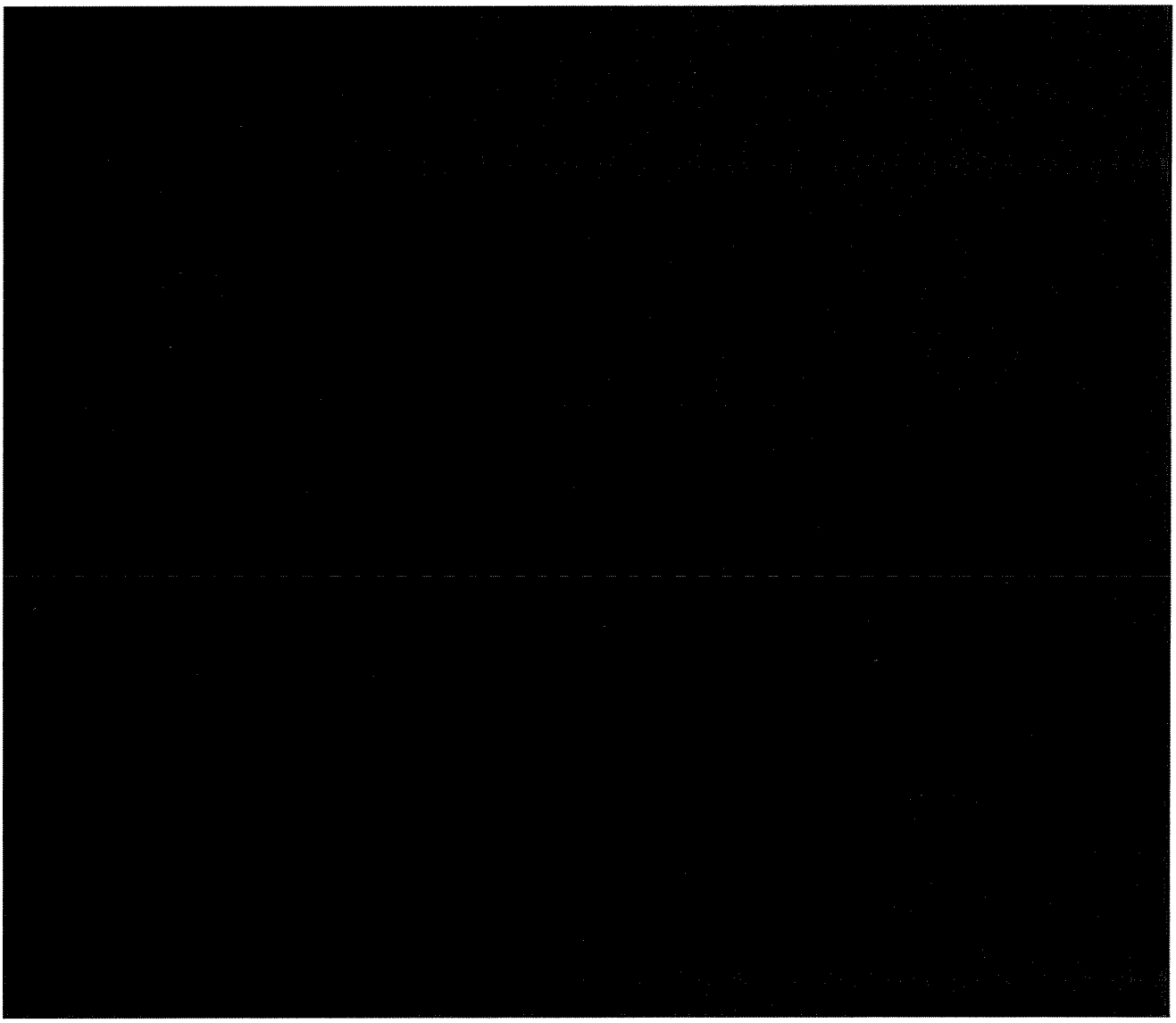
Fay Whitehead, MSN, RN, CNOR
Trident Medical Center
Operating Room, PACU, & Central Sterile Manager
O: 843-847-4819
C: 843-209-0267
E: rebecca.whitehead@hcahealthcare.com

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

From: Brisbin, Andrea <brisbina@musc.edu>
Sent: Tuesday, October 26, 2021 2:09 PM
To: Jones, Celeste; Klett III, William; Oken, Melissa
Subject: FW: Neskey Cards
Attachments: Neskey Local Flap.docx; Neskey mandible fx.docx; Neskey Maxillectomy.docx; neskey orbital fx.doc; Neskey Paritod.docx; Neskey Thyroidectomy.doc; Neskey Trach Resection.docx; Neskey trach.docx; Open Total Partial Laryngectomy, Pharyngectomy.docx; scalp excision.docx; Simple Intraoral Resection without Bone.docx; Substernal Thyroid.docx; Tonsillectomy.docx; Zenkers Repair.docx; Major Intra Oral Resection with Bone.docx; Minor Soft Tissue Excision.docx; Neck Procedures.doc; Neske Direct Laryngoscopy.docx; Neskey Esoph Dilation.docx; Neskey FESS-Intranasal Case.docx



ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

From: Wilsgard, Jamie
Sent: Tuesday, September 14, 2021 11:07 AM
To: Whitehead Fay <Rebecca.Whitehead@hcahealthcare.com>
Subject: Neskey Cards

Thank you,

Jamie Wilsgard BSN RN
Clinical Coordinator, Main Operating Room
ENT/OMFS/Plastic Surgery
Medical University of South Carolina
UE Room 427
Office: 843-792-8742
Fax: 843-792-0753
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From: Whitehead Fay <Rebecca.Whitehead@hcahealthcare.com>
Sent: Monday, September 13, 2021 12:12 PM
To: Wilsgard, Jamie <adaja@musc.edu>
Subject: New Contact Info

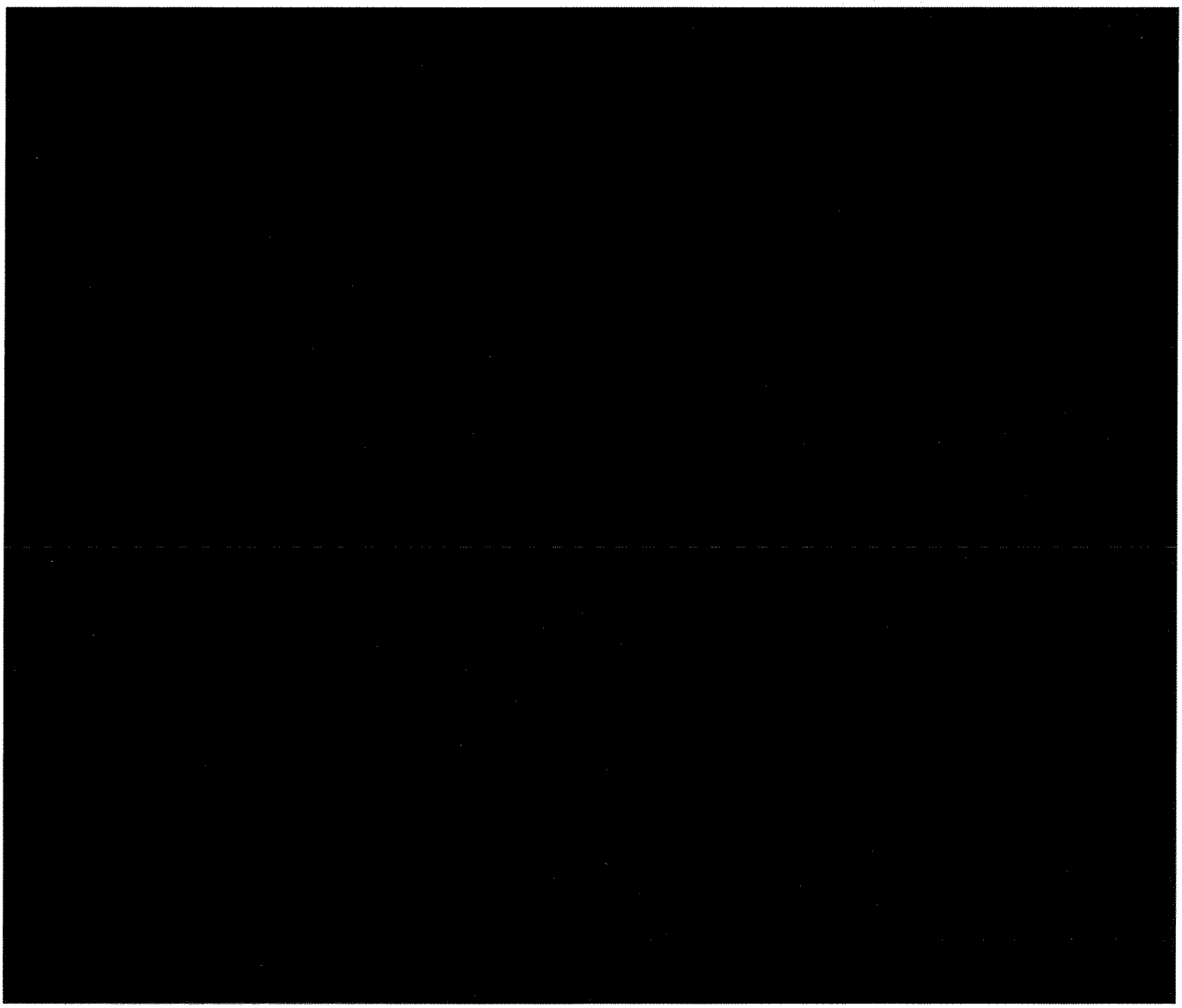
CAUTION: External

Hi!
I finally made it to my desk to send you my information!!! Thank you so much for the help!

Fay Whitehead, MSN, RN, CNOR
Trident Medical Center
Operating Room, PACU, & Central Sterile Manager
O: 843-847-4819
C: 843-209-0267
E: rebecca.whitehead@hcahealthcare.com

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

From: Brisbin, Andrea <brisbina@musc.edu>
Sent: Tuesday, October 26, 2021 2:08 PM
To: Jones, Celeste; Klett III, William; Oken, Melissa
Subject: FW: Day Cards
Attachments: day-excision of lesion.doc; day-flap.doc; day-glossectomy.doc; day-glossmandible.doc; Day-Hemiglossectomy.doc; day-laryngectomy.doc; day-laser laryngectomy.doc; day-local advancement flap.doc; day-mandible fx.doc; day-mandibulectomy.doc; Day-maxillectomy.doc; Day-neck dissection.doc; day-oral cavity biopsy.doc; day-orbital ex.doc; Day-panendo.esoph dilation.doc; Day-parotid.doc; day-partial rhinectomy.docx; Day-scalp resection.doc; day-sentinel node.doc; day-tep.doc; day-thyroid.doc; day-tonsil.doc; day-trach.doc; Vandergrift - crani with ENT.docx; day - orbital fx .docx; day-bone debridement.doc; day-CARDS procedure.doc; day-carotid resection.doc; day-check resection.doc; day-debridement of mandible.doc; day-ees.doc



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intended recipient, you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited.

From: Wilsgard, Jamie
Sent: Tuesday, September 14, 2021 11:06 AM
To: Whitehead Fay <Rebecca.Whitehead@hcahealthcare.com>
Subject: Day Cards

Thank you,

Jamie Wilsgard BSN RN
Clinical Coordinator, Main Operating Room
ENT/OMFS/Plastic Surgery
Medical University of South Carolina
UE Room 427
Office: 843-792-8742
Fax: 843-792-0753
musc.edu

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From: Whitehead Fay <Rebecca.Whitehead@hcahealthcare.com>
Sent: Monday, September 13, 2021 12:12 PM
To: Wilsgard, Jamie <adaja@musc.edu>
Subject: New Contact Info

CAUTION: External

Hi!
I finally made it to my desk to send you my information!!! Thank you so much for the help!

Fay Whitehead, MSN, RN, CNOR
Trident Medical Center
Operating Room, PACU, & Central Sterile Manager
O: 843-847-4819
C: 843-209-0267
E: rebecca.whitehead@hcahealthcare.com

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
	)	Civil Action No. _____
Plaintiffs,	)	
v.	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	
Defendants.	)	

EXHIBIT 7
TO MASTER EXHIBITS

To: Logue Barry[barry.logue@hcahealthcare.com]
From: Hornig, Joshua D.[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=42EA7AFF6CC54FC7B087D3562CE1D2EB-HORNIGJD]
Sent: Thur 9/16/2021 8:59:13 AM (UTC-04:00)
Subject: Fwd: Instrument Sets
ADULT LARYNGOSCOPY SET.pdf
ENT 0DEG 4MM TELESCOPE.pdf
ENT FINE ACCESSORY SET.pdf
ENT FINE SOFT TISSUE.pdf
ENT MICROVASCULAR ACCESSORY FORCEPS.pdf
ENT MICROVASCULAR CLAMP SET.pdf
ENT MICROVASCULAR INSTRUMENTS.pdf
ENT ORAL TUMOR SET.pdf
ENT SOFT TISSUE SET.pdf
FLAP SET.pdf
PLASTICS COUPLER SET.pdf
SALIVARY ACCESSORY SET.pdf
SALIVARY SCOPE SET.pdf
SEPTORHINOPLASTY SET.pdf

Sincerely,
Joshua D Hornig MD FRCS(C)

Associate Professor
Head & Neck Surgical Oncology

Begin forwarded message:

> **From:** "Wilsgard, Jamie" <adaja@musc.edu>
> **Date:** September 10, 2021 at 11:32:31 AM EDT
> **To:** "Hornig, Joshua D." <hornigjd@musc.edu>
> **Subject: Instrument Sets**
>
> Let me know if you don't see something you need.
>
> Thank you,
>
> Jamie Wilsgard BSN RN
> Clinical Coordinator, Main Operating Room
> ENT/OMFS/Plastic Surgery
> Medical University of South Carolina
> UE Room 427
> Office: 843-792-8742
> Fax: 843-792-0753
> musc.edu
>
> *If you have received this communication in error, please notify the sender immediately. The documents accompanying this facsimile/electronic transmission contain confidential information intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure. If the reader of this message is not the intended recipient, or an employee responsible for delivering the message to the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited.*

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ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
	)	Civil Action No. _____
Plaintiffs,	)	
v.	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	
Defendants.	)	

EXHIBIT 8
TO MASTER EXHIBITS

To: Drenga, Jane[drengaja@musc.edu]
From: Davis, Betsy Kay[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2D1ACAA416FC44FEB7AE7CD92181C7C3-DAVISB]
Sent: Thur 9/2/2021 11:20:28 AM (UTC-04:00)
Subject: Re: request

From: Drenga, Jane <drengaja@musc.edu>
Sent: Tuesday, August 31, 2021 1:47 PM
To: Davis, Betsy Kay <davisb@musc.edu>
Subject: RE: request

Paula said we have to hold off on that right now

Jane Drenga, Administrative Coordinator
Otolaryngology Head & Neck Surgery
135 Rutledge Avenue, MSC 550
Charleston SC 29425
843-876-0922 | Fax 843-792-0546

Betsy K. Davis, DMD, MS
Director, Maxillofacial Prosthodontics
J Rhet Tucker, DMD

Ann Quinn-Bogard, MD
Otolaryngology Head & Neck Surgery

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From: Davis, Betsy Kay <davisb@musc.edu>
Sent: Tuesday, August 31, 2021 11:03 AM
To: Drenga, Jane <drengaja@musc.edu>
Subject: RE: request

names/mrn/addresses/dos

From: Drenga, Jane
Sent: Tuesday, August 31, 2021 11:02 AM
To: Davis, Betsy Kay <davisb@musc.edu>
Subject: RE: request

Do you need names/addresses or will names/MRN/dos work

Any other info?

Jane Drenga, Administrative Coordinator
Otolaryngology Head & Neck Surgery
135 Rutledge Avenue, MSC 550
Charleston SC 29425
843-876-0922 | Fax 843-792-0546

Betsy K. Davis, DMD, MS
Director, Maxillofacial Prosthodontics
J Rhet Tucker, DMD

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Ann Quinn-Bogard, MD
Otolaryngology Head & Neck Surgery

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From: Davis, Betsy Kay <davisb@musc.edu>
Sent: Tuesday, August 31, 2021 9:09 AM
To: Drenga, Jane <drengaja@musc.edu>
Subject: RE: request

Let's do 10 years.

Thanks,

From: Drenga, Jane
Sent: Tuesday, August 31, 2021 8:06 AM
To: Davis, Betsy Kay <davisb@musc.edu>
Subject: RE: request

Here's Dr. Tucker's patient list – goes back to when he started (2015?)

You want 3 years for yours? I'll ask Becky, she does this

Jane Drenga, Administrative Coordinator
Otolaryngology Head & Neck Surgery
135 Rutledge Avenue, MSC 550
Charleston SC 29425
843-876-0922 | Fax 843-792-0546

Betsy K. Davis, DMD, MS
Director, Maxillofacial Prosthodontics
J Rhet Tucker, DMD

Ann Quinn-Bogard, MD
Otolaryngology Head & Neck Surgery

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From: Davis, Betsy Kay <davisb@musc.edu>
Sent: Tuesday, August 31, 2021 7:55 AM
To: Drenga, Jane <drengaja@musc.edu>
Subject: RE: request

I would say three years.

From: Drenga, Jane
Sent: Tuesday, August 31, 2021 7:54 AM
To: Davis, Betsy Kay <davisb@musc.edu>
Subject: RE: request

How many years for you ?

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

Jane Drenga, Administrative Coordinator
Otolaryngology Head & Neck Surgery
135 Rutledge Avenue, MSC 550
Charleston SC 29425
843-876-0922 | Fax 843-792-0546

Betsy K. Davis, DMD, MS
Director, Maxillofacial Prosthodontics
J Rhet Tucker, DMD

Ann Quinn-Bogard, MD
Otolaryngology Head & Neck Surgery

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From: Davis, Betsy Kay <davisb@musc.edu>
Sent: Tuesday, August 31, 2021 7:53 AM
To: Drenga, Jane <drengaja@musc.edu>
Subject: request

Can you send me Dr. Tucker's patient list. Can you pull my patient list and send it to me also.

Thanks, dr.d.

Betsy K. Davis, DMD, MS
Wendy and Keith Wellin Endowed Chair in Maxillofacial Prosthodontics and Dental Oncology
Director, Maxillofacial Prosthodontic Clinic
Professor, Department of Otolaryngology/H&N Surgery
Medical University of South Carolina
135 Rutledge Avenue, MSC 550
Charleston SC 29425

MUSC Health
Medical University of South Carolina
Changing What's Possible

BEST HOSPITALS
U.S.News & WORLD REPORT
NATIONAL
EAR, NOSE & THROAT
2018-19

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843-876-1001 Clinic
843-876-1098 FAX

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
	)	Civil Action No. _____
Plaintiffs,	)	
v.	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	
Defendants.	)	

EXHIBIT 9
TO MASTER EXHIBITS

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

To: Day, Terry[dayt@musc.edu]
Cc: Thies, Paula[thiespa@musc.edu]
From: Mulbry, Makenzie[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=29A1C6ACB4BA4E5690375BAD8E8994BB-BRAISM]
Sent: Tue 5/11/2021 9:52:08 AM (UTC-04:00)
Subject: RE: FY22
6. H&N RVUS.xlsx

Dr. Day,

Attached is a spreadsheet for your review with two tabs - "H&N RVU's" and "Day."

"H&N RVU's" shows the RVU's for you, Graboyes, Hornig, and Lentsch. Unfortunately, I cannot pull date for other providers in different departments. Funds flow started in FY18, therefore I cannot go back 10 years but I went back as far as I could. 2021 shows # of RVU's through May. I added a column to the right annualizing 2021 FYTD.

"Day" tab shows your salary for the last 10 years broken down by MUSC/MUSCP/incentive. FY12-FY20 lists the salary you were actually paid, not what was listed on your contract. FY21 (current year) lists your contract amount which is usually higher than what is paid out because the contract includes all of your at-risk. Until year end payments are made, I will not know what you should expect to receive as total comp for FY21.

FY22 is an ESTIMATE at this time because we do not have salary approval yet from the Dean's office. Note that your HCC funding is ending, so regardless of the change in Practice Plan, your salary would have decreased by that amount (~$85,000). In addition, the RVU estimate includes the adjustment for CMS. So the number is higher compared to the previous years.

I want to reiterate that it is hard (if not impossible) to compare FY22 to previous years because it would be comparing apples to oranges. Between the CMS adjustments, changing your division to the Head & Neck benchmarks, the change in practice plan, and your HCC money ending, you cannot simply compare total compensation and # RVU's from previous years. Because of all of these reasons, when you look at the graphs on the spreadsheet it appears at face value that your compensation is decreasing when you RVU's are increasing. It unfortunately is not that simple of a calculation.

Please let me know if you have any additional questions. I will be happy to assist and work through this with you!

Thanks,
Makenzie

Makenzie Mulbry, MBA
Business Manager
Department of Otolaryngology
Medical University of South Carolina
135 Rutledge Ave | MSC 550 |
Charleston, SC 29425
843-876-3094
MUSChealth.org/ent

-----Original Message-----
From: Mulbry, Makenzie
Sent: Tuesday, May 11, 2021 8:22 AM
To: Day, Terry <dayt@musc.edu>
Cc: Thies, Paula <thiespa@musc.edu>
Subject: RE: FY22

Dr. Day-- let me look into this and see what I can do. As soon as I have something I will get back to you.

Thanks!

Makenzie Mulbry, MBA
Business Manager
Department of Otolaryngology
Medical University of South Carolina
135 Rutledge Ave | MSC 550 |
Charleston, SC 29425
843-876-3094
MUSChealth.org/ent

-----Original Message-----
From: Day, Terry
Sent: Tuesday, May 11, 2021 7:22 AM
To: Mulbry, Makenzie <braism@musc.edu>
Subject: FY22

Hi Makenzie

Could you pull my RVUs and salary for the past 10 Years and graph them against each other by chance?

Secondly, can you compare this against the RVUs for all HN (day/Sharma/Kaczmar/Lentsch/skoner/hornig/Graboyes) and ask the hospital for growth in HN hospital gross revenues during the same time? My vice chair and HN directorship directly impacts all HN growth and there should be some type of reward for these roles and successes.

If my RVUs keep going up and my salary is lower than prior years, this is not a viable option for me

Thanks

Terry

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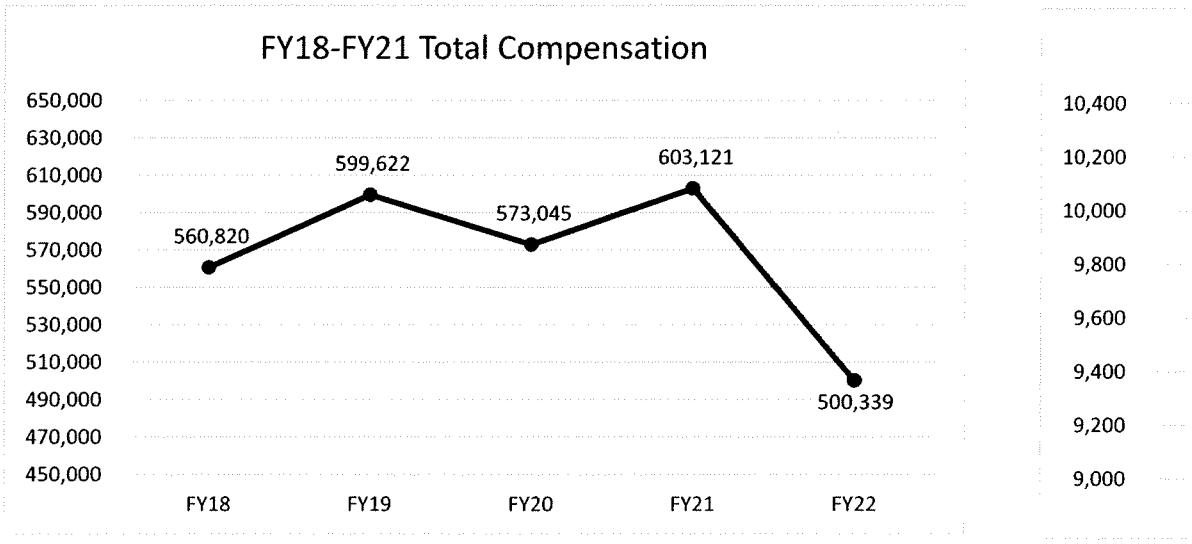
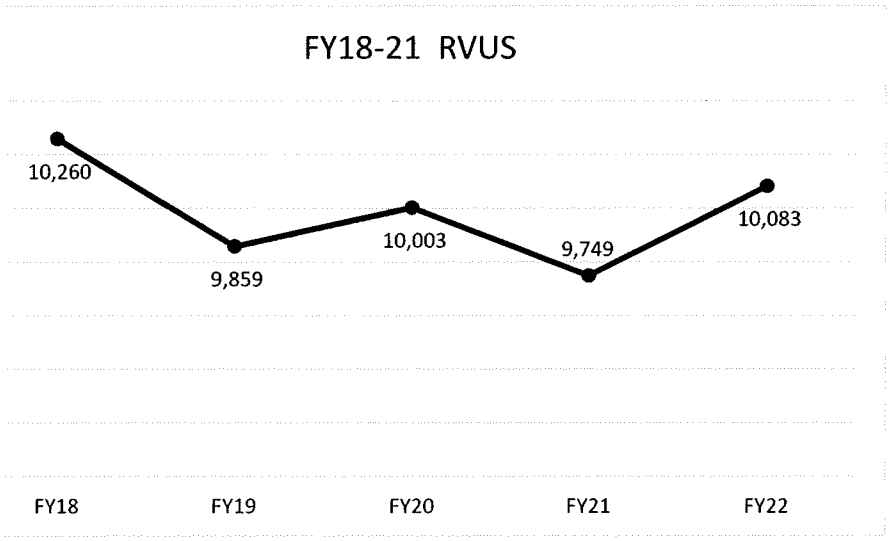
	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19
Day, Terry							+$100k - HCC	+$100k - HCC
MUSC	61,800	63,654	63,654	64,927	64,928	67,037	67,037	67,037
UMA	307,200	315,346	324,806	331,306	331,306	341,084	441,084	445,084
Incentive	101,600	102,885	70,712	71,048	80,172	85,893	52,699	87,501
Total:	**470,600**	**481,885**	**459,172**	**467,281**	**476,406**	**494,014**	**560,820**	**599,622**
% from prev year		2.40%	-4.71%	1.77%	1.95%	3.70%	13.52%	6.92%
# wRVU's			PRE FUNDS FLOW				10,260	9,859
% from prev year			PRE FUNDS FLOW					-3.91%

	FY18	FY19	FY20	FY21	FY22
Salary	560,820	599,622	573,045	603,121	500,339
RVUS	10,260	9,859	10,003	9,749	10,083



FY20	FY21	FY22
+$100k - HCC	Incentive as listed on contract . Not actual	HCC $ ends
67,037	67,037	67,037
451,084	451,084	333,234
54,924	85,000	100,068
573,045	**603,121**	**500,339**
-4.43%	5.25%	-17.04%
10,003	9,749	10,083
1.46%	-2.53%	3.42%



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Service Code	All
Patient Name	All

UHC Work RVUs	Column Labels					
Row Labels	**2018**	**2019**	**2020**	**2021**	**Grand Total**	**FY21 annualized**
DAY, TERRENCE A.						
OTOLARYNGOLOGY	10,259.73	9,858.60	10,002.73	8,937.06	39,058.12	9,750
GRABOYES, EVAN MICHAEL						
OTOLARYNGOLOGY	4,364.09	4,238.91	5,136.00	4,466.14	18,205.14	4,872
HORNIG, JOSHUA D.						
OTOLARYNGOLOGY	9,320.43	10,477.22	8,981.98	9,784.67	38,564.30	10,674
LENTSCH, ERIC J						
OTOLARYNGOLOGY	12,724.25	13,945.54	11,780.83	9,791.69	48,242.31	10,682
Grand Total	**36,668.50**	**38,520.27**	**35,901.54**	**32,979.56**	**144,069.87**	

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
	)	Civil Action No. _____
Plaintiffs,	)	
v.	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	
Defendants.	)	

EXHIBIT 10
TO MASTER EXHIBITS

To: Day, Terry[dayt@musc.edu]
From: Walker, Becky[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2A9D307DD1DF4AE1A05F9DFE75FAB4E3-WALKERBE]
Sent: Thur 9/9/2021 8:16:34 AM (UTC-04:00)
Subject: RE: Info
Day activity DOS FY 19 through FY 21.xlsx

-----Original Message-----
From: Day, Terry <dayt@musc.edu>
Sent: Thursday, September 09, 2021 7:43 AM
To: Walker, Becky <walkerbe@musc.edu>
Subject: Info

Hi Becky

My new position is asking for my case logs

Do you have that by chance?

Thanks!

Terry

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
	)	Civil Action No. _____
Plaintiffs,	)	
v.	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	
Defendants.	)	

EXHIBIT 11
TO MASTER EXHIBITS

To: Wes Jackson[wjackson@rogerslewis.com]; Day, Terry[dayt@musc.edu]
From: David Neskey[neskeyd@gmail.com]
Sent: Thur 8/26/2021 10:26:02 AM (UTC-04:00)
Subject: Re: Fellows

CAUTION: External

Great thank you. That is how we will play it. Will forward email chain to Amy as well.

David

Get Outlook for iOS

From: Wes Jackson <wjackson@rogerslewis.com>
Sent: Thursday, August 26, 2021 10:20:22 AM
To: David Neskey <neskeyd@gmail.com>; Day, Terry <dayt@musc.edu>
Subject: RE: Fellows

David,

Amy is more up to speed on the restrictive covenants contained in your MUSC agreement, but based on my review of the agreement you previously sent, you are prohibited from soliciting any current MUSC employees during your employment and then for 18 months. Once you officially resign, there is no problem telling them where you are going. If they were to ask about leaving as well, you need to avoid anything other than telling them if they wanted to apply for a position with HCA, they would need to contact HCA directly and that you cannot be involved.

You may want to confirm that with Amy as well.

Wes

Rogers Lewis Jackson Mann & Quinn, LLC
P.O. Box 11803 (29211)
1901 Main Street, Suite 1200
Columbia, South Carolina 29201
Phone: (803) 978-2829
Mobile: (803) 394-3336
Fax: (803) 252-3653
Email: wjackson@rogerslewis.com
Website: www.rogerslewis.com

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From: David Neskey <neskeyd@gmail.com>
Sent: Thursday, August 26, 2021 9:36 AM
To: Wes Jackson <wjackson@rogerslewis.com>; Day, Terry <dayt@musc.edu>

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Subject: Fellows

[This email originated outside the organization. Do not click any links or attachments unless you know the sender]
Hi Wes,

Couple of quick questions. One is regarding the fellows. We are planning on having them transition with us want to make sure there is a minimal gap in the training. Similar to us they will need credentialling but are already licensed in SC. Once we put in our letter of resignation, are we still at risk of solicitation if we talk to the fellows? Regardless when do you think it will be the best time to tell them and start that process legally.

Second which is similar. Can I be guilty of solicitation after I put in my letter of resignation but am still working in the 90 day period before departure? Thanks

David

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
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Defendants.	)	

EXHIBIT 12
TO MASTER EXHIBITS

To: rodrigo-bayon@uiowa.edu[rodrigo-bayon@uiowa.edu]; trinitia.cannon@duke.edu[trinitia.cannon@duke.edu]; Kevin_Emerick@meei.harvard.edu[Kevin_Emerick@meei.harvard.edu]; tghanem1@hfhs.org[tghanem1@hfhs.org]; hartig@surgery.wisc.edu[hartig@surgery.wisc.edu]; ahessel@mdanderson.org[ahessel@mdanderson.org]; derrick_lin@meei.harvard.edu[derrick_lin@meei.harvard.edu]; Neskey, David[neskey@musc.edu]; lorloff@stanford.edu[lorloff@stanford.edu]; william.ryan@ucsf.edu[william.ryan@ucsf.edu]; shindom@ohsu.edu[shindom@ohsu.edu]; yshnayder@kumc.edu[yshnayder@kumc.edu]; gthomas@med.miami.edu[gthomas@med.miami.edu]; rsweber@mdanderson.org[rsweber@mdanderson.org]; dweed@med.miami.edu[dweed@med.miami.edu]; chad.zender@uhhospitals.org[chad.zender@uhhospitals.org]
From: JJ Jackman[jj@ahns.info]
Sent: Mon 9/13/2021 7:57:39 PM (UTC-04:00)
Subject: Fwd: MUSC Fellowship
ATC meeting 09_13_21.2.docx

CAUTION: External

Hello all,

for our ATC call tonight...

jj

-------- Forwarded Message --------
Subject: Re: MUSC Fellowship
Date: Sun, 12 Sep 2021 22:20:28 +0000
From: Neskey, David <neskey@musc.edu>
To: Weed, Donald Topping <DWeed@med.miami.edu>
CC: Amy Hessel <ahessel@mdanderson.org>, JJ Jackman <jj@ahns.info>

Attached are my the responses to your questions. Please let me know of any questions. As this ATC meeting directly relates to me should I be prepared to present something or will the two of you present? Should I plan on attending the meeting? Thanks for your guidance.

David

From: Weed, Donald Topping <DWeed@med.miami.edu>
Date: Saturday, September 4, 2021 at 11:37 AM
To: Neskey, David <neskey@musc.edu>
Cc: Amy Hessel <ahessel@mdanderson.org>, JJ Jackman <jj@ahns.info>
Subject: MUSC Fellowship

CAUTION: External

David:

I appreciate your notifying Amy and me about the planned major changes to the Head and Neck Division at MUSC and the potential impacts of these changes on the fellowship. Given the significance of these changes the ATC will need to determine whether or not the MUSC AHNS HN Fellowship will have sufficient educational resources to maintain its certification. Chief among our concerns in the short term will be the impact of these changes on your current fellows, and the fellows that have matched for the fellowship to begin July 2022. On behalf of the ATC I request that you provide a written summary of the anticipated changes. Specifically please provide the following information:

1) Specify which faculty members will be leaving MUSC.
2) Specify which key faculty members currently participating in the training of the HN fellow will remain at MUSC.
3) Provide the anticipated date of departure of the head and neck surgeons specified above.
4) If there are plans to continue the fellowship at MUSC provide the name of the proposed fellowship director.
5) If there is not a plan to continue the fellowship at MUSC please provide your proposed plan for completion of the fellowship

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training of your current fellows.

The ATC will be meeting to review your responses to these queries, and I anticipate we will have more questions for you, for your fellows, and for key faculty members at MUSC as we finalize our decisions moving forward. Email is sufficient for these communications.

Best regards,
Don

Donald T. Weed, MD, FACS
W. Jarrard Goodwin Professor and Vice Chairman for Academic Affairs
Department of Otolaryngology
Co-leader Head and Neck Site Disease Group
Sylvester Comprehensive Cancer Center
University of Miami Miller School of Medicine

Sent from my iPad

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1) Specify which faculty members will be leaving MUSC.
Head and Neck Oncologic and Reconstructive Surgery
Terry Day, MD
Eric Lentsch, MD
David Neskey, MD
Joshua Hornig, MD

Head and Neck Radiation Oncology
Anand Sharma

Dental Oncology and Maxillofacial Prosthodontics
Besty Davis, DMD

Oral and Maxillofacial Surgery
Kinon Lechelop, DMD

Head and Neck Oncology Research
Chrystal Paolos, PhD
Jessica Thaxton, PhD
Alan Diehl, PhD

2) Specify which key faculty members currently participating in the training of the HN fellow will remain at MUSC.
Unknown but currently, appears that Evan Graboyes (Reconstructive Surgeon) Judith Skoner (Facial Plastic and Reconstructive Surgery) are planning to remain at MUSC

3) Provide the anticipated date of departure of the head and neck surgeons specified above.
December 1, 2021

4) If there are plans to continue the fellowship at MUSC provide the name of the proposed fellowship director.

This would be at the discretion of current MUSC faculty and new recruits as required by AHNS and ATC but considerations should be give to:

Judith Skoner, MD would be a top candidate as Program Director
Evan Graboyes, MD would be a top candidate as Associate Program Director since he is in his 4th year of practice

5) If there is not a plan to continue the fellowship at MUSC please provide your proposed plan for completion of the fellowship training of your current fellows.

To: Weed, Donald Topping[DWeed@med.miami.edu]
Cc: Amy Hessel[ahessel@mdanderson.org]; JJ Jackman[jj@ahns.info]
From: Neskey, David[/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=756153ba86b748c1b7fbe2681e6a6599-dmn201]
Sent: Mon 9/13/2021 8:51:35 AM (UTC-04:00)
Subject: Re: [EXTERNAL] Re: MUSC Fellowship

Ok thank you.

Get Outlook for iOS

From: Weed, Donald Topping <DWeed@med.miami.edu>
Sent: Monday, September 13, 2021 7:59:44 AM
To: Neskey, David <neskey@musc.edu>
Cc: Amy Hessel <ahessel@mdanderson.org>; JJ Jackman <jj@ahns.info>
Subject: Re: [EXTERNAL] Re: MUSC Fellowship

CAUTION: External

Yes this will need to go through exec. I think the fellows will hear something within the next two weeks but likely won't be definitive yet.

Sent from my iPhone

> On Sep 13, 2021, at 7:19 AM, Neskey, David <neskey@musc.edu> wrote:
>
> Correct MUSC has not offered any academic affiliations.
>
> Evan completed his fellowship in 2017. So he would complete his 5th not 4th year as faculty at the end of 2022. i.e he is in his 5th year of practice.
>
> The fellow (s) will be based out of Charleston. The support of HCA/Sara Cannon will be in the form of regional tumor boards as you suggest along with clinical trials, outcomes and translational research opportunities.
>
> I will be available for any additional questions or discussions. Following ATCs decision, will this topic have to be discussed through executive council? If so do you have an idea as to when a ruling for the current fellows will be made? Just want to keep them as up to date as possible. Thanks
>
> David

From: Weed, Donald Topping <DWeed@med.miami.edu>
Date: Sunday, September 12, 2021 at 8:34 PM
To: Neskey, David <neskey@musc.edu>
Cc: Amy Hessel <ahessel@mdanderson.org>, JJ Jackman <jj@ahns.info>
Subject: Re: [EXTERNAL] Re: MUSC Fellowship

CAUTION: External

David:

To clarify, in the attached document there is a statement with two negatives that I have interpreted as MUSC has not

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offered the departing group any opportunity for academic affiliation with MUSC, correct? Also, can you confirm that Evan Graboyes will complete his fourth year of practice summer of 2022? Finally can you clarify for me how the national network of HCA healthcare and the national Sarah Cannon Cancer Network would contribute to the fellowship beyond regional tumor boards, if that is an example, etc? There would not be a plan for the faculty or fellow to care for patients at non-Charleston based institutions, correct, or are you suggesting that is an option? Or is the importance of the national network primarily related to educational infrastructure and virtual discussions of multidisciplinary care, etc. I understand this is not yet established but just would like to have a better understanding of what you are proposing in this next to last paragraph for our discussion tomorrow.

JJ please provide this document to the committee tomorrow

Thanks,
Don

Sent from my iPad

On Sep 12, 2021, at 6:20 PM, Neskey, David <neskey@musc.edu> wrote:

CAUTION: This email originated from outside the organization. **DO NOT CLICK ON LINKS** or **OPEN ATTACHMENTS** unless you know and trust the sender.

Attached are my the responses to your questions. Please let me know of any questions. As this ATC meeting directly relates to me should I be prepared to present something or will the two of you present? Should I plan on attending the meeting? Thanks for your guidance.

David

From: Weed, Donald Topping <DWeed@med.miami.edu>
Date: Saturday, September 4, 2021 at 11:37 AM
To: Neskey, David <neskey@musc.edu>
Cc: Amy Hessel <ahessel@mdanderson.org>, JJ Jackman <jj@ahns.info>
Subject: MUSC Fellowship

CAUTION: External

David:

I appreciate your notifying Amy and me about the planned major changes to the Head and Neck Division at MUSC and the potential impacts of these changes on the fellowship. Given the significance of these changes the ATC will need to determine whether or not the MUSC AHNS HN Fellowship will have sufficient educational resources to maintain its certification. Chief among our concerns in the short term will be the impact of these changes on your current fellows, and the fellows that have matched for the fellowship to begin July 2022. On behalf of the ATC I request that you provide a written summary of the anticipated changes. Specifically please provide the following information:

1) Specify which faculty members will be leaving MUSC.
2) Specify which key faculty members currently participating in the training of the HN fellow will remain at MUSC.
3) Provide the anticipated date of departure of the head and neck surgeons specified above.
4) If there are plans to continue the fellowship at MUSC provide the name of the proposed fellowship director.
5) If there is not a plan to continue the fellowship at MUSC please provide your proposed plan for completion of the fellowship training of your current fellows.

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The ATC will be meeting to review your responses to these queries, and I anticipate we will have more questions for you, for your fellows, and for key faculty members at MUSC as we finalize our decisions moving forward. Email is sufficient for these communications.

Best regards,
Don

Donald T. Weed, MD, FACS
W. Jarrard Goodwin Professor and Vice Chairman for Academic Affairs
Department of Otolaryngology
Co-leader Head and Neck Site Disease Group
Sylvester Comprehensive Cancer Center
University of Miami Miller School of Medicine

Sent from my iPad
<ATC meeting 09_13_21.2.docx>

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STATE OF SOUTH CAROLINA	)	
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COUNTY OF CHARLESTON	)	
MEDICAL UNIVERSITY OF SOUTH CAROLINA and UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,	)	
	)	Civil Action No. _____
Plaintiffs,	)	
v.	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	
Defendants.	)	

EXHIBIT 13
TO MASTER EXHIBITS

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Baltimore, MD

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Administrative Office:
11300 W. Olympic Blvd
Suite 600
Los Angeles, CA 90064
Phone: (310) 437-0559
Fax: (310) 437-0585
Email: admin@ahns.info
www.ahns.info

September 21, 2021

David Neskey, MD, Fellowship Program Director
Paul Lambert, MD, Chair, Dept. of Otolaryngology – Head & Neck Surgery
Medical University of South Carolina
Head & Neck Tumor Center, Hollins Cancer Center
MSC550, 135 Rutledge Avenue
Charleston, SC 29425
neskey@musc.edu / lambertp@musc.edu

Dear Drs. Neskey and Lambert,

At the departure of the four head and neck faculty on December 1, 2021, MUSC has stated its intention to continue its AHNS-accredited head & neck fellowship. However, assuming no other changes in the MUSC head and neck faculty complement occur prior to, or within 30 days of that date, the MUSC head & neck fellowship will no longer meet Advanced Training Council minimum requirements for AHNS accreditation as approved at the last site visit in 2019. Furthermore, despite the intention of the departing head and neck faculty to apply for an AHNS-accredited head & neck fellowship based at the Sarah Cannon Cancer Center, a new fellowship cannot be accredited at any institution without having the training elements in place for appropriate ATC evaluation and consideration. It is in the context of these important facts and limitations that the ATC and Executive Committee of the AHNS must prioritize the training needs of the current two head and neck fellows at MUSC, and the two fellows who have matched at MUSC to begin training July 1, 2022. Given the fast timeline in which the educational situation at MUSC will be changing, the Council wants to give the 2021 and the 2022 trainees as much time as possible to explore potential opportunities for completing their head & neck training.

The ATC and Executive Committee of the AHNS are requesting a formal update from the MUSC Otolaryngology Department Leadership regarding head and neck faculty recruiting efforts, timeline for implementation and a proposed training agenda for the current fellows for the MUSC head & neck fellowship to continue in a provisionally approved status for a) the completion of the 2021-2022 academic year, and b) for the 2022-2023 academic year. **This update is requested no later than October 18, 2021**, such that this update can be reviewed by the ATC and AHNS leadership at the next meeting of the Executive Committee. Any actions of the ATC on behalf of the four trainees in question will be deferred until after this date.

While successful completion of the current and matched trainees' head & neck fellowship training is the immediate priority of the ATC, the future status of AHNS head & neck fellowship training at MUSC must also be re-assessed. With a major change in faculty complement, it is expected that there will be an immediate impact on the existing AHNS-accredited fellowship's sponsoring institution and department, which may alter the educational situation. The ATC will defer any decision regarding the existing MUSC head & neck fellowship's continued participation in the 2023-24 match until after the response as requested above is received and reviewed. Options that will be considered include: (1) participation in the 2023-2024 match with the current two fellow complement, (2) participation with reduced complement to one match position, or (3) non-participation in the 2023-2024 match as the program rebuilds with intention of return to match participation in the 2024-2025 cycle. The ATC looks forward to working with the Department and its head

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and neck faculty to establish the most appropriate solution for the upcoming match, which will open for applications at the end of this year.

Finally, and as mentioned above, the departing head & neck faculty have stated their intention to seek an AHNS-accredited fellowship at the Sarah Cannon Cancer Center. Customarily, a new program application is considered after a head and neck practice has been fully established with a record of clinical productivity and the development of educational opportunities. The ATC accreditation for fellowships requires the review of a program with experience, volume, and resources in order to guarantee a successful training environment. The ATC does not anticipate the HNS department at the Sarah Cannon Cancer Center will be open long enough to fulfill these criteria of a new program application within the timeline for participation in the 2023-24 match and would consider an application in the future.

Given the extremely short timeline that has been forced upon the fellowship training situation, the ATC is hopeful that the involved parties would consider the possibility of a shared training experience for the 2021-2022 and possibly even the 2022-2023 fellows between MUSC and the Sarah Cannon Cancer Center. While this may not be the long-term solution for either program, the ATC and Executive Committee of the AHNS believe that this may be the most fellow-centric interim solution that prioritizes the successful completion of their head & neck training.

Please do not hesitate to contact us with any questions either of you may have regarding this matter.

Sincerely,

Donald T. Weed, MD
Chair
AHNS Advanced Training Council

Amy Hessel, MD
Vice Chair
AHNS Advanced Training Council

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	)	Civil Action No. _____
Plaintiffs,	)	
v.	)	
HCA HEALTHCARE, INC., TRIDENT MEDICAL CENTER, LLC, TERRY A. DAY, BETSY KAY DAVIS, JOSHUA D. HORNIG, ERIC J. LENTSCH, DAVID M. NESKEY, and ANAND K. SHARMA,	)	
Defendants.	)	

EXHIBIT 14
TO MASTER EXHIBITS

To: Thies, Paula (thiespa@musc.edu)[thiespa@musc.edu]
From: Davis, Betsy Kay[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2D1ACAA416FC44FEB7AE7CD92181C7C3-DAVISB]
Sent: Tue 3/16/2021 9:15:39 AM (UTC-04:00)
Subject: question

Paula,

I help residents throughout the country with their contracts. You graciously shared the table so I can guide them in the right direction with respect to pay. I have a new topic to ask you about.

What about a non compete clause. I thought that I was not subject to a non compete clause. Do you know the status of where I stand with a noncompete? How can I find out?

Thanks, betsy

Betsy K. Davis, DMD, MS
Wendy and Keith Wellin Endowed Chair in Maxillofacial Prosthodontics and Dental Oncology
Director, Maxillofacial Prosthodontic Clinic
Professor, Department of Otolaryngology/H&N Surgery
Medical University of South Carolina
135 Rutledge Avenue, MSC 550
Charleston SC 29425

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843-876-1001 Clinic
843-876-1098 FAX

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Defendants.	)	

EXHIBIT 15
TO MASTER EXHIBITS

To: Neskey, David[neskey@musc.edu]
From: Byers, Tanya[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F1480417E16F4BFE972F268DA8791690-TAB211]
Sent: Thur 6/3/2021 11:45:12 AM (UTC-04:00)
Subject: RE: Incoming fellow contracts
Julian Amin Signed Offer Letter.pdf
Alana Aylward Signed Offer Letter_Redacted.pdf

HI Dr. Neskey,

Here you go, let me know if you need anything else.

Thank you for working on the verification so quickly as well.

Tanya M. Byers

Program Coordinator II
Residency/Fellowship Coordinator for Otolaryngology
Neurotology and Pediatric Otolaryngology
Medical University of South Carolina

From: Neskey, David
Sent: Thursday, June 3, 2021 11:35 AM
To: Byers, Tanya <byerst@musc.edu>
Subject: Incoming fellow contracts

Hey Tanya,

Do you have the signed contracts for the incoming fellows? If so could you forward them along to me for my records. Thank you

David

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Defendants.	)	

EXHIBIT 16
TO MASTER EXHIBITS

To: Day, Terry[dayt@musc.edu]
From: David Neskey[neskeyd@gmail.com]
Sent: Thur 2/11/2021 9:31:43 PM (UTC-05:00)
Subject: Fwd: Sarah Cannon/HCA Leadership Visit

CAUTION: External

Should we start looking for a date to head out there?

David
Get Outlook for iOS

From: Kurbegov Dax <Dax.Kurbegov@SarahCannon.com>
Sent: Thursday, February 11, 2021 8:33:31 PM
To: neskeyd@gmail.com <neskeyd@gmail.com>
Cc: LeMaistre Charles <Charles.LeMaistre@SarahCannon.com>; Tappan Hugh <Hugh.Tappan@HCAHealthcare.com>; Tinker Jonathan <Jonathan.Tinker@sarahcannon.com>
Subject: Sarah Cannon/HCA Leadership Visit

Dear Dr. Neskey,

Our Sarah Cannon team is pleased to hear that your ongoing dialogues with the South Atlantic team have been productive.

I wanted to invite you to join us in Nashville for introductions to key Sarah Cannon/HCA leaders. Given your research interest, I'd like to propose a focus on exploring HCA/Sarah Cannon's research capabilities and meetings with key thought leaders involved in clinical trials, data science/RWE, and population health activities. I'd also suggest we carve out some time with our Genospace team so you might get a deeper view into how that platform might effectively support translational work.

Dr. Day may have already spoken to you about this opportunity. Nonetheless, I wanted to formally make the invitation to you.

If you are open to such an engagement, please let me know and we'll begin to look at dates that make sense for you and confirm those conversations that might be of greatest interest to you.

Warm regards,

Dax Kurbegov, MD
Vice President
Physician in Chief, Clinical Programs

Sarah Cannon
1100 Dr. Martin L. King Jr. Blvd. - Suite 800
Nashville, TN 37203
D 615.329.7462 | M 719.244.5855

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Defendants.	)	

EXHIBIT 17
TO MASTER EXHIBITS

To: Amy Gaffney[agaffney@gaffneylewis.com]
Cc: TD[taday3@gmail.com]; Sharma, Anand K[sharmaak@musc.edu]
From: Kay Davis[davisbkd@gmail.com]
Sent: Thur 3/4/2021 10:51:49 AM (UTC-05:00)
Subject: Re: Discussion

CAUTION: External

Amy,

Look forward to hearing from you. Thank you. betsy

On Wed, Mar 3, 2021 at 8:20 PM Amy Gaffney <agaffney@gaffneylewis.com> wrote:

Hi Dr. Davis - I'm having a quick conflict check run and will be back in touch tomorrow.

Thanks,

Amy

Amy L. Gaffney
GAFFNEYLEWIS LLC
3700 Forest Drive, Suite 400
Columbia, South Carolina 29204
t: 803.790.8838 f: 803.790.8841
agaffney@gaffneylewis.com
www.gaffneylewis.com

https://nadn.org/amy-gaffney

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-----Original Message-----
From: TD <taday3@gmail.com>
Sent: Wednesday, March 3, 2021 2:34 PM
To: Davis Betsy Kay <davisbkd@gmail.com>

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Cc: Amy Gaffney <agaffney@gaffneylewis.com>; Anand K Sharma <sharmaak@musc.edu>
Subject: Discussion

Hi Betsy,

Connecting you with Amy who can help facilitate discussions around non-compete and legal concerns with future plans.

Terry

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Defendants.	)	

EXHIBIT 18
TO MASTER EXHIBITS

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

To: Day, Terry[dayt@musc.edu]; Wes Jackson[wjackson@rogerslewis.com]
Cc: Amy Gaffney[agaffney@gaffneylewis.com]
From: Amy Gaffney[agaffney@gaffneylewis.com]
Sent: Wed 6/2/2021 12:58:23 PM (UTC-04:00)
Subject: RE: Thursday 6pm

CAUTION: External

Thanks, Terry. I'll be available by Zoom so please have them send me the invite.

Amy

-----Original Message-----
From: Day, Terry <dayt@musc.edu>
Sent: Wednesday, June 2, 2021 12:56 PM
To: Amy Gaffney <agaffney@gaffneylewis.com>; Wes Jackson <wjackson@rogerslewis.com>
Subject: Thursday 6pm

Hi Amy and Wes

HCA confirmed 6-8pm in their SE Atlantic Division HQ in person or zoom if you're available?

The first half will be finalizing contracts and the 2nd will be departure from current employer and timeline

Thanks

Terry

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Defendants.	)	

EXHIBIT 19
TO MASTER EXHIBITS

Created: Wed 6/30/2021 11:06:55 PM (UTC-04:00)

Questions for Amy:

1. what do you think about the 2011 contract? Is that even valid as the addendum is after the signature line.
2. Did you find anything in the other contracts that qualifies for non- compete?
3. Why does the 2011 contract matter in 2021?
4. what should be the first step for the whole group?
5. if we engage their counsel for me then:

. How much time we give them to respond?

.Should we instead file for declaratory judgement? How long do they have before they respond ? What would MUSC say if they agree with us? Any documents that they sign? When do I give my notice? Should I inform my Chair at that time? Do I tell where I am going?

. When do Hornig and Neskey approach MUSC for buyout?

. When do Day and Lentsch inform MUSC?

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Defendants.	)	

EXHIBIT 20
TO MASTER EXHIBITS

ELECTRONICALLY FILED - 2021 Nov 22 10:41 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1005289

To: Webb, Kelly[WebbK@fnb-corp.com]; elentsch[elentsch@yahoo.com]
Cc: Feldman, Joshua[FeldmanJ@fnb-corp.com]
From: Lentsch, Eric J.[/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=88d9eb8024914bb5b536212e220b8f04-ejl]
Sent: Wed 7/14/2021 9:46:01 AM (UTC-04:00)
Subject: Re: Doctor Loan Next Steps!-Lentsch
Lentsch TRICSS-246783 Employment Agreement for signature.pdf

Yes . Working on it now. Here is the contract. There is a complex extraction from our current employer, as there is a group of us leaving, that just started yesterday. These have been finalized by the lawyers, but we will not sign them for anywhere from 4-14 days based on how the extraction process goes.

From: Webb, Kelly <WebbK@fnb-corp.com>
Sent: Wednesday, July 14, 2021 9:09 AM
To: Lentsch, Eric J. <elentsch@musc.edu>; elentsch <elentsch@yahoo.com>
Cc: Feldman, Joshua <FeldmanJ@fnb-corp.com>
Subject: RE: Doctor Loan Next Steps!-Lentsch

CAUTION: External

Hi Eric,
Following up on this! Can you send to me today?

Kelly K. Webb
Assistant to Josh Feldman
NMLS # 659264
FIRST NATIONAL BANK
1060 Cliffwood Drive
Mount Pleasant, SC 29464
Office: 843-507-8214
WebbK@fnb-corp.com
Click to apply online: https://feldmanj.fnb-online.com/startapp
Zillow Profile and Testimonials: https://www.zillow.com/lender-profile/JoshFeldmanSC/

From: Lentsch, Eric J. <elentsch@musc.edu>
Sent: Monday, July 12, 2021 3:38 PM
To: Webb, Kelly <WebbK@fnb-corp.com>; elentsch <elentsch@yahoo.com>
Cc: Feldman, Joshua <FeldmanJ@fnb-corp.com>
Subject: Re: Doctor Loan Next Steps!-Lentsch

Kelly Im sorry but I had a bit of an emergency pop up and didnt get to work on these. Should be able to have them in your Inbox by the AM tomorrow

---

From: Webb, Kelly <WebbK@fnb-corp.com>
Sent: Friday, July 9, 2021 3:06 PM
To: elentsch <elentsch@yahoo.com>; Lentsch, Eric J. <elentsch@musc.edu>
Cc: Feldman, Joshua <FeldmanJ@fnb-corp.com>
Subject: RE: Doctor Loan Next Steps!-Lentsch

CAUTION: External

HI Eric,

Following up on the following items: Can you send them by Monday?

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- Need your 2020 Federal Tax Return
- Need a copy of your employment contract with TriCounty Surgical showing your start date and annual salary
- Need two most recent paystubs for your current employment.
- Need two months most recent statements from Wells Fargo accounts
- Need the most recent quarterly statement from your UMA retirement account
- Need a copy of your medical school diploma

Kelly K. Webb
Assistant to Josh Feldman
NMLS # 659264
FIRST NATIONAL BANK
1060 Cliffwood Drive
Mount Pleasant, SC 29464
Office: 843-507-8214
WebbK@fnb-corp.com
Click to apply online: https://feldmanj.fnb-online.com/startapp
Zillow Profile and Testimonials: https://www.zillow.com/lender-profile/JoshFeldmanSC/

From: Webb, Kelly
Sent: Monday, July 5, 2021 1:44 PM
To: elentsch <elentsch@yahoo.com>; Lentsch, Eric J. <elentsch@musc.edu>
Cc: Feldman, Joshua <FeldmanJ@fnb-corp.com>
Subject: RE: Doctor Loan Next Steps!-Lentsch

Please go ahead and send the unsigned version so I can at least have the start date and salary for the processor and underwriter.....thanks again!

Kelly K. Webb
Assistant to Josh Feldman
NMLS # 659264
FIRST NATIONAL BANK
1060 Cliffwood Drive
Mount Pleasant, SC 29464
Office: 843-507-8214
WebbK@fnb-corp.com
Click to apply online: https://feldmanj.fnb-online.com/startapp
Zillow Profile and Testimonials: https://www.zillow.com/lender-profile/JoshFeldmanSC/

From: elentsch <elentsch@yahoo.com>
Sent: Monday, July 5, 2021 12:59 PM
To: Webb, Kelly <WebbK@fnb-corp.com>; Lentsch, Eric J. <elentsch@musc.edu>
Cc: Feldman, Joshua <FeldmanJ@fnb-corp.com>
Subject: RE: Doctor Loan Next Steps!-Lentsch

WARNING - External email; exercise caution when opening attachments or clicking any links.

Thanks Kelly, I will be working on this within the next day or so. The only thing I would say is I have not yet signed my contract with Tri county surgical. It should be in the next week that I do that. I do have the contract though, But it's probably not helpful to you not signed yet I'm guessing

Sent from my Verizon, Samsung Galaxy smartphone

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-------- Original message --------
From: "Webb, Kelly" <WebbK@fnb-corp.com>
Date: 7/5/21 12:46 PM (GMT-05:00)
To: "Lentsch, Eric J." <elentsch@musc.edu>, elentsch@yahoo.com
Cc: "Feldman, Joshua" <FeldmanJ@fnb-corp.com>
Subject: RE: Doctor Loan Next Steps!-Lentsch

HI Eric,

I have reviewed all of the documentation from the previous loan and here is list of remaining items needed:

- Need your 2020 Federal Tax Return
- Need a copy of your employment contract with TriCounty Surgical showing your start date and annual salary
- Need two most recent paystubs for your current employment.
- Need two months most recent statements from Wells Fargo accounts
- Need the most recent quarterly statement from your UMA retirement account
- Need a copy of your medical school diploma

Please send in this information via email or by uploading to the online application site. Let me know if you have any questions!

Kelly

Kelly K. Webb
Assistant to Josh Feldman
NMLS # 659264
FIRST NATIONAL BANK
1060 Cliffwood Drive
Mount Pleasant, SC 29464
Office: 843-507-8214
WebbK@fnb-corp.com
Click to apply online: https://feldmanj.fnb-online.com/startapp
Zillow Profile and Testimonials: https://www.zillow.com/lender-profile/JoshFeldmanSC/

From: Feldman, Joshua <FeldmanJ@fnb-corp.com>
Sent: Monday, June 28, 2021 11:09 AM
To: Lentsch, Eric J. <elentsch@musc.edu>; elentsch@yahoo.com
Cc: Webb, Kelly <WebbK@fnb-corp.com>
Subject: Doctor Loan Next Steps!

Thank you for choosing me to assist you with your loan! Our team has one goal through this process: **We want you to be happy!** If at any point you are unhappy with our service and feel that you would rate us anything less than perfect (our goal is to deliver "10" level service), let us know immediately how we can better assist you. We recommend printing this email and using it as a checklist. Do not hesitate to call if you have questions – there is a lot to do, but we are ready to assist!

TWO STEPS TO START YOUR LOAN

1. **Get ready to DocuSign / Acknowledge your FORMAL LOAN PAPERWORK! (This could take up to 72 hours)**

2. **Gather and return/upload your SUPPORTING DOCUMENTS! (START THIS IMMEDIATELY!)**

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You may have already uploaded some supporting documents through the application system.

Please note that Acknowledged Paperwork AND Supporting Documents are needed within 3-5 calendar days.

If you do not return your documents by the 5th calendar day, you risk having your loan withdrawn, due to federal guidelines, and/or missing your closing date.

PLEASE NOTE: IF YOU HAVE UPLOADED ANY OF THE BELOW ITEMS IN THE SYSTEM OR ALREADY PROVIDED THROUGH OTHER MEANS, YOU MAY CROSS THEM OFF. THIS IS MEANT TO BE A FULL LIST!

- **INCOME DOCUMENTS**
  - Last 3 paystubs showing YTD info and covering 30 days (we may need 4 or 5 paystubs if you are paid weekly)
  - New employment contract

- **DOCUMENTS FOR PRACTICING DOCTORS**
  - Copy of your Medical License (for the state in which you will be working)
  - Employment Contract, if you are starting new employment, indicating start date and compensation. Please send the signed version

- **ASSET DOCUMENTS**
  - 2 months most recent & complete bank statements. ALL PAGES are needed-even blank ones. I need the ACTUAL STATEMENT (can be pulled online), NOT transaction history from online banking. Please note that if there are any deposits other than your typical pay or deposits that are not direct deposits (e.g. ATM or teller deposits), you may be asked to provide documentation for the source of the funds
  - Most recent quarterly stock/brokerage, IRA, and 401k statements. If statements come out monthly, please provide most recent 2 months. As with bank statements, ALL PAGES are needed, and transfers/liquidations must be documented.
  - If you are withdrawing from a 401k account (OR USING THESE AS "RESERVE FUNDS"), terms and conditions of withdrawal will be needed. This may also be pulled from online

- **MISCELLANEOUS DOCUMENTS**
  - Copy of the cleared earnest money check when available (showing it has cleared your account – this image can be pulled from online banking) AND the transaction history since last statement or full statement showing this has cleared the account.
  - Copy of your Driver's License
  - Most Recent Mortgage Statements, previous year's tax bills, and current insurance policy DEC page showing your annual premium for any properties that you currently own or will own at the time closing
  - Statement showing HOA dues for any properties owned. If properties that you own do not have any HOA dues, please send us an email confirming you have no dues
  - [redacted]

- **KEY PARTY INFORMATION (PLEASE PROVIDE)**
  - Name and contact information for anyone that will be on your title that is not on the mortgage loan, including name,

address, phone, and email address
- Name and phone number of the real estate attorney/title agent you plan on using. (I would happy to make a recommendation if you do not have a preference)
- Name and phone number of your homeowners insurance agent and or flood insurance agent. Please select sooner than later so we can confirm estimates early in the process. (I would be happy to recommend a few if you don't have a preference)
- Name and phone number of the HOA/property manager, if this is an applicable property

****Please note a FNB representative will be in touch with you regarding opening a checking account here at FNB. This is REQUIRED for the Dr. Loan.****

Joshua Feldman
Mortgage Loan Specialist
NMLS # 659173
First National Bank
1060 Cliffwood Drive
Mount Pleasant, SC 29464

Office: 843-507-8213
Mobile: 843-364-5626
Fax: 843-628-0223
feldmanj@fnb-corp.com
Click to apply online: Click Here
Zillow Profile and Testimonials: Click Here

Assistant: Kelly Webb
WebbK@fnb-corp.com
Office: 843-507-8214
NMLS# 659264

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Employment Agreement
HCA-425 Rev 2/2021
Contract TRICSS-246783

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 THE LAWS OF SOUTH CAROLINA.

This Employment Agreement ("Agreement") is entered into by and between Eric Lentsch, MD ("Physician") and Savannah Multispecialty Associates, LLC (the "Employer"). Physician and Employer are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Employer desires to employ Physician, and Physician desires to be employed by Employer, to render professional physician services, in accordance with the terms and conditions specified herein;

WHEREAS, in connection with this employment relationship, Employer and Physician also intend to participate in the development of a comprehensive Head & Neck Cancer Program (the "Program");

WHEREAS, the Parties confirm their intent to collaborate with each other and with necessary third parties in good faith toward the efficient and successful implementation of the Program;

WHEREAS, it is contemplated that initial implementation of the Program will include establishment of program hub sites in Charleston, South Carolina, at Trident Medical Center and in Savannah, Georgia, at Memorial Health University Medical Center;

WHEREAS, in further support of the Program, it is contemplated that employment offers of competitive, fair market value compensation and benefits in accordance with applicable law to qualified clinical, education, research and administrative staff will be extended and commencement of plans for the development of additional access points will be initiated;

WHEREAS, it is contemplated that the Program's hub sites will be established in close proximity to the applicable hospital**(s)** and will be appropriately sized and staffed to support the surgical practice and a multi-disciplinary team; and

WHEREAS, in working cooperatively and in good faith to establish the Program, the Parties intend to pursue a shared growth vision while upholding the highest in ethical, clinical and quality standards, to integrate academic alignment to support the Program, and to continue leading performance in supporting research;

WHEREAS, the Parties agree and acknowledge that these Recitals are an integral part of this Agreement and a material inducement for the Physician to enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Term.**

   A. The term of this Agreement shall commence on the Effective Date which shall be on or aboutOctober 1, 2021, but in no event later than January 1, 2022, and continue until September 30, 2026 ("Agreement Term"), subject to earlier termination of this Agreement pursuant to its *Termination* section. The first date that Physician reports to work and is eligible to work pursuant to this Agreement is referred to herein as the "Effective Date." If Physician fails to report and be eligible to work by January 1, 2022, this Agreement shall be void *ab initio*, and Physician shall be obligated to immediately repay to Employer any amounts paid by Employer to or on behalf of Physician hereunder. Eligibility to work shall include, but not be limited to, successful completion and satisfaction of Employer's pre-employment background check, screenings and credentialing reviews, as determined by Employer in its sole discretion.

   B. **No Conflicts.** Physician represents and warrants that, at all times during the Agreement Term, Physician: (1) is presently not in breach of and, during the Agreement Term, will not be in breach of any contract, obligation, covenant or other commitment of Physician that could affect his ability to perform hereunder; and (2) will not be in breach of any contract, obligation, covenant or other commitment of Physician as a result of entering into this Agreement. Physician acknowledges that Employer has no intent to induce any breach and has not directly or indirectly requested or caused Physician to breach any contractual, lease or other business relationship of Physician. Physician further acknowledges that Employer is entering into this Agreement based on Physician's representation that Physician has no contract, obligation, covenant, or other commitment that would prohibit Physician from entering into this Agreement. Physician shall indemnify, defend and hold harmless Employer and its Affiliates

from and against any and all claims, judgments, losses, damages, fees and expenses, including attorneys' fees, expenses and costs, in the event a third party brings any action against Employer or its Affiliates for tortious interference with contract or interference with a prospective economic advantage or other claim(s) based in whole or in part upon Employer entering into this Agreement with Physician.

2. **Work Schedule.**

   A. Physician will be involved in the *full-time* practice of medicine for Employer and will serve as Director, HCA South Atlantic Division Maxillofacial Prosthodontics and will be expected to work a minimum average of 40 hours per week providing on behalf of Employer Clinical Services, in the specialty of Head and Neck Oncologic Surgery at 9228 Medical Plaza Drive, Charleston, SC 29406 or such other locations that Employer reasonably requests. Clinical Services include seeing patients in any appropriate setting, providing or ordering ancillary services; dictation and chart documentation; telephone conversations with patients; consultations with other providers; and interpretation of diagnostic tests and chart reviews. Clinical hours do not include on-call time, (if applicable); seminars or CME; or any research or administrative services. Physician shall obtain medical staff privileges at those facilities as Employer reasonably directs from time to time. Unless Physician agrees otherwise in writing, which shall be in his sole discretion, Physician shall not be required to provide practice call except for Head and Neck Oncology patients only from 8:00 AM to 5:00 PM Monday through Friday, pursuant to a call schedule agreed upon, in advance, by the Physician, the Employer and other physicians in the Head and Neck Oncology Program.

   B. During the Agreement Term, Physician shall not provide Outside Medical Services without Employer's prior written consent. "Outside Medical Services" means services, provided in return for remuneration of any kind whatsoever other than on behalf of Employer, involving the use of Physician's medical education, title, license, training or experience. If services are provided without remuneration and not on behalf of Employer, Physician will not be covered by Employer's malpractice insurance, and Physician may not use Employer's resources to provide such services. In the event Physician performs any Outside Medical Services other than as permitted by this Section, Physician shall promptly notify Employer. All Outside Medical Services Physician provides to anyone other than Employer must be disclosed on the annual Conflict of Interest survey in accordance with Employer's Conflict of Interest Policy (PSG EC.021).

3. **Clinical Matters.** Physician shall comply with Employer's policies and procedures applicable to Physician to which Physician has reasonable access, including without limitation Policy EC.027, which, as described more fully therein, sets forth an expectation that Physician will make appropriate conflict of interest disclosures when publishing in medical journals and presenting at medical conferences. Notwithstanding the foregoing, nothing in this Agreement is intended to dictate how Physician practices medicine or infringe upon Physician's professional judgment. Physician will be able to treat patients in a manner Physician believes, in Physician's reasonable professional judgment, is in the patient's best interests.

   Physician agrees (a) that any and all information and documentation regarding Physician's clinical competence or professional conduct that may be obtained or produced as part of the credentialing, quality assessment, or review of professional conduct by Employer or an Affiliate of Employer in which Employer's physicians provide professional services ("Confidential Information") may be shared between Employer and its Affiliates; and (b) to extend absolute immunity to, release from any and all liability, and not sue the person or entity disclosing Confidential Information (the "Disclosing Entity") for disclosing information to the appropriate persons, and/or for any action that may be taken by the person or entity receiving the Confidential Information (the "Receiving Entity") from the Disclosing Entity. Confidential Information shall not include discussions by a peer review body, though it may include any decisions made by such a body that have been or will be communicated to Physician. Physician agrees that if suit is filed in violation of this provision, Physician shall be responsible for Employer's attorneys' fees and costs to defend such suit. The Disclosing Entity and the Receiving Entity includes Employer, its Affiliates, as well as all of the employees, agents, representatives and administrative offices of these entities. "Affiliate" of an entity means an entity that controls, is controlled by or is under common control with that entity.

4. **Compensation.** Physician's compensation plan is outlined on the attached exhibit(s) to this Agreement. Employer will withhold income taxes and payroll taxes, as required by law. Employer may conduct a periodic analysis of the fair market value of Physician's compensation during the Agreement Term and will revise Physician's compensation to the extent that analysis indicates a revision is necessary to qualify for an exception to the federal self-referral prohibition commonly known as the Stark law or to comply with other applicable law.

5. **Expenses.** Employer will pay the cost of Physician's occurrence professional liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence with a yearly maximum of Three Million Dollars ($3,000,000) in the aggregate. The limits on that insurance shall be high enough to satisfy the Medical Staff obligations of the facilities where Employer has required Physician to obtain privileges, if any. Such professional liability insurance will be provided through Employer's Affiliate, Health Care Indemnity, Inc. ("HCI"). Physician agrees to cooperate with HCI in (a) providing any information it needs to acquire and maintain ongoing professional liability coverage and (b) HCI's defense of any claims made, whether during or after Physician's employment.

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6. **Benefits.** Employer will provide health, life, disability, and dental benefits for Physician on similar terms as other similarly situated physician employees of Employer. Employer shall withhold the employee portion of the costs of all s uch benefits from Physician Compensation in accordance with its general payroll practices.

7. **Ownership/Authority**

   A. Employer will have the exclusive right to set the fees and all other terms for its treatment of patients. Physician agrees not to enter into any transactions or contracts on behalf of Employer without Employer's prior written consent, and Physician agrees to indemnify and hold Employer harmless from any claims, losses, damages or attorneys' fees incurred by Employer as a result of such transactions or contracts. Physician will have no financial interest in the Employer's accounts receivables, furniture, equipment, patient charts, records, manuals, data, processes or any documents data or information pertaining to the services rendered by you or the operation of the Employer, and you agree that the Employer is the sole owner of such items. Following termination of this Agreement, upon Physician's request and presentation of authorization from a patient Physician treated, Physician will be provided with a copy of the medical records of that patient, in compliance with applicable law.

8. **Billing.** Physician agrees to sign any documents Employer deems necessary to: (a) enroll Physician in the plans of governmental, managed care and other payors; and (b) bill and collect for Physician's services from such payors. All fees, compensation, monies, and other things of value received or realized as a result of the rendering of services hereunder by Physician shall belong to and be paid and delivered to Employer, and Physician hereby assigns to Employer any rights Physician has to payments made by Medicare, Medicaid, any commercial insurance and/or managed care plan, and any other entity or person for such services. Physician agrees to take all reasonable actions requested by Employer to assist in the collection of accounts receivable for such services. Physician agrees that Physician's sole compensation for the provision of such services shall be the compensation paid by Employer to Physician as described herein. Physician agrees to promptly remit to Employer any other payments received by Physician in consideration for such services.

9. **Restrictive Covenant**

   A. For the term of this Agreement, Physician agrees not to practice medicine, except on behalf of Employer, or own, directly or indirectly, an interest in any business that provides, pays for, reimburses or arranges for the provision of healthcare services (a "Competing Business") within a twenty-five mile radius of any location at which, during the preceding twelve months, Physician regularly practiced medicine on behalf of Employer ("Non-Compete Area").

   B. Physician agrees and acknowledges that the covenants contained in this Section are reasonable and necessary. Unless Physician terminates this Agreement For Cause as defined below or Employer terminates without cause pursuant to Section 10(A), Physician agrees that during the twelve month period commencing on the date Physician's employment terminates or expires ("Post-Termination Period"), Physician will not (i) engage in any medical practice involving Physician's Specialty whatsoever in the Non-Compete Area or (ii) solicit or accept any business from customers of the business conducted by Employer or its Affiliates in the Non-Compete Area. In addition, subject to the exceptions in this Section 9(B), during such Post-Termination Period Physician will not own, directly or indirectly, an interest in any Competing Business located in the Non-Compete Area.

   C. During the Post-Termination Period, Physician agrees not to solicit the services of any employee, consultant, or provider of Employer or any of its Affiliates.

   D. In the event this Agreement is terminated by Physician for any reason (with or without cause) or by Employer Without Cause or expires and is not renewed or extended, during the Post-Termination Period, Employer shall waive compliance with the restrictions contained in this Section 9 to the extent necessary to enable Physician to practice medicine through a Private Practice. For purposes of this Agreement, a "Private Practice" is a physician practice owned and operated by licensed provider(s) that meets all of the following criteria: i) obtains ninety percent or more of its collections from health insurance payers and plans or patients for performing professional medical or surgical services (and not services ancillary to the performance of professional medical or surgical services or other services); and ii) is not managed or controlled, directly or indirectly, by another Competing Business. A termination is "For Cause" if the termination is pursuant to the provisions of Section 10.B or 10.C. Any other termination is "Without Cause".

   E. Physician agrees Employer has the right to enforce these restrictive covenants by obtaining an injunction without having to post a bond or prove damages. Physician further agrees that in the event of breach or threatened breach by Physician of any provision of this Section, Employer shall be entitled to recovery of all attorneys' fees and costs incurred by it in obtaining such relief and to any other legal and equitable relief to which it may be entitled if Employer successfully secures an injunction or a judgment against Physician. Employer may pursue any remedy available, and the pursuit of one such remedy at any time will not be deemed an election of remedies or waiver of the right to pursue any other remedy. If any provision contained in this Agreement is determined to be void, illegal, or unenforceable, in whole or in part, then the other provisions contained herein shall remain in full force and effect as if the provision that was determined to be void, illegal, or unenforceable had not been contained herein. If the restrictions in this Section are deemed unenforceable as written, the Parties expressly authorize the

court or arbitrator to revise, delete, or add to the restrictions contained in this Section to the extent necessary to enforce the intent of the Parties and to protect Employer's goodwill, confidential information, and other business interests.

F. With respect to any restrictive covenant which applies after termination of this Agreement, if Physician violates such restrictive covenant, and Employer brings legal action for injunctive or other relief, it shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full period of such restrictive covenant. Accordingly, after the termination of the Agreement Term for any reason, for any time period that Physician is in violation of the restrictive covenants set forth in this Section after Employer brings legal action for injunctive or other relief, such time period shall not be included in calculating any such restrictive covenant time period described in this Section.

G. Upon expiration or termination of this Agreement for any reason, in lieu of complying with the provisions of the *Restrictive Covenant* Section, Physician may buy-out the restrictive covenant set forth in this Section for the total amount of all compensation Physician received from Employer for the preceding twelve (12) month period. If Physician has been working for less than twelve (12) months, then such Buy-out Amount shall be determined by the average monthly amount of remuneration earned by Physician multiplied by twelve (12). The payment of the buy-out shall not relieve Physician from any other obligation arising under this Agreement.

H. Notwithstanding any other provision of this Agreement to the contrary, if a patient with whom Physician maintains a physician-patient relationship has an acute illness at the time of termination of this Agreement, Physician shall not be prevented from providing continuing care and treatment to that specific patient during the course of such patient's acute illness. In such situations, however, Physician shall terminate Physician's physician-patient relationship with such patient at the conclusion of the patient's acute illness unless otherwise agreed in writing by the Parties. For purposes of this Section, "acute illness" shall mean an affliction, injury, or illness that requires hospitalization or medical supervision and is expected to resolve within two weeks of the onset of signs or symptoms.

10. **Termination**

A. **Without Cause Termination.** Either Party may terminate this Agreement at any time "Without Cause" upon ninety (90) days prior written notice to the other.

B. **Immediate Termination.** Employer may immediately terminate Physician's employment upon written notice for any of the following reasons:

i. Physician's death or permanent disability. The term "disability" means a physical or mental impairment that causes Physician to be unable to perform the essential functions of Physician's job as set forth in this Agreement, with or without reasonable accommodation, after consideration of any job protection benefits afforded by applicable state or federal law;

ii. Physician's license to practice medicine or prescribe controlled substances is suspended, placed on probation, revoked, canceled, or restricted in any way;

iii. Physician is terminated or suspended from Medicare, Medicaid, or any other state or federal government healthcare entitlement program, or any successor program;

iv. Physician fails to maintain unrestricted staff membership or privileges on the medical staff of a hospital facility designated by Employer, or Physician's medical staff membership or clinical privileges at any acute care hospital or ambulatory surgery center are suspended, curtailed, revoked, or terminated as a result of an adverse action taken by such facility; provided that with respect to short term suspensions arising out of a failure to create and/or maintain accurate and timely medical records, the termination right shall not arise until after Physician is afforded the opportunity to cure the failure in accordance with Section 10.C (provided that the cure period will be ten (10) and not thirty (30) days and provided that, Employer shall not be required to provide such opportunity to cure more than twice in any twelve (12) month period);

v. Physician conducts himself/herself in a manner that Employer reasonably determines in good faith to be unlawful, or fraudulent, or is convicted of a felony;

vi. Physician's professional liability coverage is cancelled by the insurer or Physician becomes uninsurable for any reasonable sum under the terms and conditions of the professional liability insurance provided;

vii. Upon a determination by Employer that Physician has a measurable quantity in blood or urine of non-prescribed controlled substances by certified lab testing results or that Physician is working while impaired by alcohol or prescribed narcotics while on Employer's property or during working hours as proven by certified lab testing results;

viii. Upon the imposition of any restriction or limitation by any governmental or professional authority having jurisdiction over Physician to such an extent that Physician cannot engage in the full practice of medicine as required hereunder; or

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ix. Upon the determination of Employer in good faith that Physician is providing patient care that is materially inconsistent with the community standard or that the health, safety, or welfare of patients is jeopardized by continuing Physician's employment, or Physician's actions or inactions are cause for termination consistent with Employer's policies as applied to all employees.

C. **Curable Termination Events.** In addition to the termination provisions listed above, if either Party materially breaches any provision in this Agreement and fails to cure such material breach within thirty (30) days following the other Party's delivery of written notice of the alleged material breach, then the other Party may immediately terminate this Agreement upon written notice to the Party. In the event of a material breach by Physician, Physician's compensation payments may be suspended, during that 30-day cure period, until the cure is complete.

D. **Payments on Termination.** If Employer terminates Physician for any reason, other than termination under Sections 10.B and 10.C, it shall give Physician ninety (90) days' prior written notice of such termination. In lieu of allowing Physician to work during such notice period or the notice period applicable to a termination of this Agreement by Physician Without Cause (each a "Notice Period"), Employer may pay Physician for remaining portion of the Notice Period and immediately terminate this Agreement; provided that if Physician provides notice of Without Cause termination, Employer's exercise of this option will not be deemed to convert such termination to a termination by Employer. The date of termination will be the last day Physician provides services under this Agreement. Such pay-out will be equivalent to the average Physician Compensation (as defined in Exhibit A) earned by Physician in the three (3) month period ending on the last day of the month immediately prior to the month in which termination notice was given. If Physician has been working for less than three (3) months, then such pay-out will be determined by the average monthly amount of Physician Compensation earned by Physician. Such pay-out will be prorated if less than the full Notice Period is paid out. If Physician terminates Without Cause but provides less than the required days' notice, Physician agrees to pay Employer any cost in excess of Physician's compensation that Employer incurs to provide patient care coverage during the remainder of the Notice Period.

E. **Obligations if Terminated For Cause**. In the event this Agreement is terminated by Employer pursuant to Sections 10.B or 10.C, upon Employer's request, Physician agrees to automatically relinquish any and all medical staff membership and clinical privileges at facilities owned or operated by Employer's Affiliates.

11. **Miscellaneous**

A. **Severability, Assignment, Waiver and Amendment.** If any part of this Agreement is found to be unenforceable, all other provisions of the Agreement shall remain in full force and effect. Physician may not transfer Physician's rights or obligations under this Agreement without Employer's prior written consent. Employer may assign this Agreement to any Affiliate or to any entity that purchases all or substantially all of Employer's assets. If either Party waives any requirement or term in this Agreement, that waiver must be in writing and is limited only to the term waived, not the rest of this Agreement. Waivers can be revoked, in writing, by the granting Party at any time. No change, addition, or amendment to this Agreement can be made except by written agreement signed by the Parties. This Agreement is binding on both Parties and their respective successors and assigns.

B. **Offset/Damages.** If Physician owes any amount to Employer or any of its Affiliates (including under any previous Employment Agreement), Employer may offset the amounts owed against Physician's compensation under this Agreement. Neither Party shall be liable to the other for any indirect, incidental, or consequential damages or losses, including lost profits, arising out of the breach of this Agreement by the other Party.

C. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina. For any action not covered by the arbitration provisions set forth below, venue shall be in any superior or other state court in Charleston County, South Carolina.

D. **Change in Law.** This Agreement is intended to comply with all applicable laws, rules, and regulations. If at any time Employer determines that the Agreement does not, in any respect, comply with such laws, rules and regulations, then Physician agrees to cooperate with Employer to negotiate a new agreement that fully complies with such laws, rules and regulations. If the Parties cannot reach agreement within 30 days, then Employer may immediately terminate this Agreement without any obligation after that date to Physician.

E. **Dispute Resolution.** The Parties will attempt to resolve any disagreements through discussions with each other. In the event that the Parties cannot come to an agreement within 30 days, any controversy or claim arising out of or related to this Agreement or Physician's employment shall be settled by arbitration in Charleston County, South Carolina, in accordance with the rules and procedures established by the Arbitration Dispute Resolution Service of the American Health Lawyers Association ("AHLA"). Arbitration shall be conducted before a single AHLA arbitrator selected jointly by the Parties, or if an agreement cannot be reached, designated by the AHLA. The Parties each waive any and all right to trial by jury in any action arising out of or related to this Agreement. This waiver does not apply to any cross-claim or third-party claim taken by one of us against the other as a result of litigation initiated by a third party.

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Employer: _____ (please initial) **Physician:** _____ (please initial)

F. **Expenses.** Employer encourages Physician to review this Agreement with Physician's personal counsel, but Employer will not pay for the expenses Physician incurs in doing so. Each Party will be separately responsible for any costs and expenses it incurs in completing this transaction.

G. **Electronic Documents and Counterparts**. The Parties agree that the original of this document, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing. If this Agreement is signed in counterparts, all parts together shall constitute one and the same instrument. Electronic signatures will be considered originals.

H. **Use of Physician's Name and Intellectual Property.** As long as Physician is an employee, Physician will allow Employer to use Physician's name and likeness in any lawful advertising and marketing for Employer. All patents, formulae, ideas, inventions, processes, copyrights, know-how, proprietary information, trademarks, trade names, or other developments for future improvements to patients that are conceived through Physician's work while Physician is an employee are the property of Employer, and all royalties, fees or other income attributable to it will be the property of Employer except that any intellectual property developed through Physician's sole effort, without collaboration, assistance or resources from Employer and while outside the scope of Physician's employment hereunder shall be the sole and exclusive property of Physician, including all royalties, fees or other income attributable thereto.

I. **Medicare Access.** Upon written request of the Secretary of Health and Human Services or the Comptroller General or other authorized representative, Physician agrees to make available any documentation or records to verify the costs of providing Physician's services.

J. **Survival and Entire Agreement.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement, including Sections 9 and 11 will survive the termination of this Agreement. This Agreement and any attached exhibit or addendum constitute the entire agreement among the Parties, and this Agreement supersedes and replaces any prior written or verbal negotiations, agreements or understandings of the Parties.

K. **Compliance.** Physician agrees to perform all services under this Agreement in accordance with any and all applicable regulatory and accreditation standards, federal, state and local laws, rules, regulations and policies.

L. **Notice.** Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent; or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, returned receipt requested, provided that such notice is addressed to the last known address for such Party or to an address for such Party that is available through publicly accessible records. Any such notice delivered to Employer shall include a copy to: Legal Department at 2000 HealthPark Drive S-1, Brentwood, TN 37027.

M. **Confidentiality.** Physician agrees to keep confidential all information about Employer, its Affiliates and this Agreement at all times, except that Physician may discuss this Agreement with Physician's financial and legal advisors as needed. This is an ongoing obligation even after Physician's employment terminates. If Physician discloses any information, Employer is entitled to preliminary and permanent injunctive relief or any other available remedy without posting bond or proving damages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

PHYSICIAN:

Eric Lentsch, MD

By: _____

Title: _____

Dated: _____

EMPLOYER:

Savannah Multispecialty Associates, LLC

By: /S/Robert Faile
Vice President

Dated: 2021-07-01T15:48:44

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1. ***Additional Definitions.*** The following additional definitions shall apply in the calculation and reconciliation of Physician Compensation:

   A. ***"At-Risk Managed Care Quality Payment Differential"*** means at-risk amounts accrued or withheld by non-governmental managed care organizations and third party payors (collectively "MCOs") based on predetermined quality or efficiency measures by the MCO, including specific quality programs identified and measured by the MCO.

   B. ***"Calendar Year"*** means the one-year period beginning on January 1 and ending on December 31, prorated for any partial year during the Agreement Term.

   C. ***"Denials"*** means WRVUs generated by Physician for which no payment is anticipated or received from MCOs or government payors, including Medicare, Medicaid or other Federal Healthcare Program, pursuant to PSG Policy, as amended from time to time. Denials include, by way of example and not limitation, services denied due to lack of proper documentation, E/M services that exceed the maximum E/M encounters allowed per day, non-billable services. Employer may deny WRVU credit for, or recoup amounts paid to Physician for Denials where Employer writes-off the account receivable as bad debt within one (1) year of the date of service.

   D. ***"Dollar Conversion Factor"*** means the numeric factor by which Physician's WRVUs are multiplied to calculate Physician Compensation. Physician's Dollar Conversion Factor as of the Effective Date shall be $58.00. Without limiting Employer's rights to conduct any other periodic analysis of the fair market value of Physician's compensation as provided under Section 4 of the Agreement, the Parties expressly acknowledge and agree that Employer will, as reasonably practical prior to such change taking effect (based on available information), conduct a fair market value analysis of Physician's Dollar Conversion Factor giving effect to the change in the definition of ***"WRVUs"*** to take effect January 1, 2023 (as provided below at Section H.), and Employer will reduce Physician's Dollar Conversion Factor after completion of such analysis if necessary to reflect a reduction in fair market value.

   E. ***"Medicare Payment Adjustments"*** means the positive or negative adjustment to Medicare program reimbursement for Physician's services in relation to the Medicare Physician Fee Schedule imposed under the Merit-Based Incentive Payment System ("MIPS"). The Medicare Payment adjustment will equal the positive or negative difference, calculated on an accrual basis by Employer in accordance with generally accepted accounting principles, between the actual amount received by Employer for Physician's services, and the amount Employer expects to receive based on the Medicare Physician Fee Schedule.

   F. ***"Shared Service"*** means a hospital inpatient/hospital outpatient or emergency department E/M encounter that is shared between Physician and an APP who is employed by Employer, and Physician provides and documents a face-to-face portion of the E/M encounter with the patient, which is billed by Employer under Physician's NPI, and for which Medicare, Medicaid or other MCO provides full reimbursement as if the E/M encounter was fully performed by a physician, notwithstanding the involvement of the APP.

   G. ***"Shared Services WRVUs"*** means the number of WRVU units attributed to each Shared Service involving Physician.

   H. ***"WRVUs"*** means the following from the Effective Date through December 31, 2022: the number of units attributed to each professional service personally performed by Physician, as such WRVUs are listed in the Federal Register as published on November 2, 1998, by the Department of Health and Human Services and the Centers for Medicare and Medicaid Services, and updated via the most recent rulemaking from such authorities that is finalized and in effect as of December 31, 2020, but excluding Shared Services WRVUs. As of January 1, 2023 and thereafter, ***"WRVUs"*** means the number of units attributed to each professional service personally performed by Physician, as such WRVUs are listed in the Federal Register as published on November 2, 1998, by the Department of Health and Human Services and the Centers for Medicare and Medicaid Services, and updated via the most recent rulemaking from such authorities, but excluding Shared Services WRVUs.

2. ***"Physician Compensation"*** - Physician Compensation shall equal the sum of:

   A. the product of Physician's WRVUs and Physician's Dollar Conversion Factor for services performed personally by Physician for the calculation period, without adjustment for any accrual or withhold of At-Risk Managed Care Quality Payments attributed to Practice or Physician;

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i. less any Denials, provided that if Employer inadvertently grants Physician WRVU credit and compensation for Denials, such compensation is subject to being recouped by Employer during the Agreement Term, up to twelve (12) months following the date Physician furnished the service;

ii. less the applicable percentage of a negative Medicare Payment Adjustment attributed to Physician, if any.

3. ***Additional Definitions.*** The following additional definitions apply to the payment of Physician Compensation and the periodic Reconciliations (defined below) under this Exhibit A-4:

A. ***"Bi-Weekly Draw" or "Draw"*** means the amount advanced to Physician on a bi-weekly basis, prorated for any partial pay period for the initial pay period and the last pay period during the Agreement Term.

B. ***"Quarter" or "Quarterly"*** means a calendar quarter, prorated for any partial calendar quarter during the Agreement Term.

C. ***"Reconciliation"*** means the reconciliation described in Section 4 below.

D. ***"True-Up Period"*** means a semiannual period or prorated period during the Agreement Term: (a) the six (6) month period January 1 through June 30, or (b) the six (6) month period July 1 through December 31, or (c) a prorated semiannual period beginning on either July 1 or January 1, through the earlier expiration of the Agreement Term or the termination of the Agreement.

4. ***Physician Compensation*** shall be payable as follows:

A. ***Bi-Weekly Draw.*** Beginning with the first payroll as established by Employer after the Base Guarantee Period, Employer shall pay to Physician the sum of $26,923.08, as the Bi-Weekly Draw.

i. Employer will pay the Bi-Weekly Draw to Physician in accordance with Employer's general payroll practices, less applicable withholdings.

ii. Employer has the option to modify the Bi-Weekly Draw from time to time to reflect Physician's Physician Compensation trends.

iii. If the initial period for the Bi-Weekly Draw is less than the full fourteen (14) days of the pay period or if Physician is employed for fewer than fourteen (14) days the last pay period of the Agreement Term, Employer will prorate the Bi-Weekly Draw based on the number of days of Physician's employment during that pay period.

B. ***Reconciliation.*** Employer will conduct a reconciliation of the Draw following each Quarter and each True-Up Period (each a ***"Reconciliation"***), and will provide Physician with the results of the Reconciliation, as follows:

i. ***Quarterly Reconciliations.*** Within thirty (30) days following the end of each Quarter, Employer will conduct a Reconciliation of the aggregate Draw accrued against Physician Compensation for the Quarter as follows:

a. If Physician Compensation exceeds the aggregate Draw accrued for the Quarter (a ***"Quarterly Excess"***), Employer will pay Physician the Quarterly Excess, less any Quarterly Deficit from the preceding Quarter(s) (a ***"Reconciliation Amounts"***) within forty-five (45) days of the end of the Quarter, less applicable withholdings.

b. If Physician Compensation is less than the aggregate Draw accrued for the Quarter (a ***"Quarterly Deficit"***), the Quarterly Deficit amount will be applied as a Deficit to the next Quarterly Reconciliations (the Deficit is "rolled forward").

ii. ***True-Up Period Reconciliations.*** Within thirty (30) days following the end of each True-Up Period or upon earlier termination of the Agreement or expiration of the Agreement Term, Employer will conduct a Reconciliation of the aggregate Bi-Weekly Draw plus Reconciliation Amounts, if any, for the True-Up Period (collectively, ***"Amounts Accrued"***) against Physician Compensation for the True-Up Period as follows:

a. If Physician Compensation exceeds the Amounts Accrued for the True-Up Period (a ***"True-Up Excess"***), Employer shall pay Physician the True-Up Excess within forty-five (45) days of the end of the True-Up Period, less applicable withholdings.

b. If Physician Compensation is less than the Amounts Accrued for the True-Up Period, Physician shall repay the True-Up Deficit. Physician shall make such payment within fifteen (15) days of the date Employer provides Physician with the results of the True-Up Period Reconciliation; provided that, in Employer's sole discretion, all or any portion of True-Up Deficit owed by Physician hereunder may be offset against any amount owed by Employer to Physician for services provided during the following six (6) month period.

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5. ***Benefits.*** In addition to Physician Compensation, Physician shall be entitled to receive the following benefits:

   A. ***Time Off and CME Leave.*** During the Base Guarantee Period, Physician shall be entitled to Thirty-Five (35) days of leave per calendar year (to be pro-rated for partial years) for personal business, educational meetings, and/or professional society meetings ("Leave"). If the Base Guarantee Period ends prior to the end of a calendar year, Leave will be prorated based on the number of months of the Base Guarantee Period during the calendar year divided by twelve (12). During or after the Base Guarantee Period, if Physician desires, Physician may take unpaid time off for personal business, educational meetings, and/or professional society meetings ("Leave"), provided that the Employer is adequately covered. Leave is to be used for time away from the office (notwithstanding any on-call duties Physician may have during such time) for personal time, sick time, vacation time, holidays, medical conventions or continuing medical education. Unused days of Leave cannot be carried over to the following calendar year. Leave may not be cashed out at any time, including at termination of employment. Physician agrees that all requests for Leave shall be scheduled to accommodate the needs of Employer and shall require Employer's pre-approval, which shall not be unreasonably withheld. Except for an emergency, arrangement for all absences must be made and approved by Employer at least 15 days in advance.

   B. ***Dues, Subscriptions and CME Allowance.*** Employer shall pay or reimburse Physician for up to $12,500.00 per calendar year for the following: (a) membership dues and, medical subscriptions, board certification fees, educational materials, and (b) Physician's reasonable expenses incurred in connection with Leave related to medical conventions or continuing education, including registration fees, travel expenses, lodging and meals (please refer to Employer's travel policy for guidance on reasonable expenses). All such expenses must be pre-approved by Employer, in accordance with HCA Physician Services Group's and Employer's policies and documented in accordance with IRS guidelines.

   C. ***Pre-Employment Expenses.*** In accordance with its policies, Employer shall pay or reimburse Physician for certain pre-employment expenses associated with Physician's employment hereunder, limited to (A) application fees for board certification, (B) medical staff dues and application fees at Affiliated hospitals, licensures, (C) Drug Enforcement Agency fees, Bureau of Narcotics and Dangerous Drugs (or other similar state agency) fees, and (E) board certification fees, provided the total pre-employment expenses do not exceed $1,500.00. In the event Physician does not commence employment under this Agreement for any reason, Physician immediately shall repay, upon demand, any such pre-employment expenses that are paid or reimbursed by Employer prior to the Effective Date of this Agreement.

   D. ***Business-Related Meetings, Training, Expenses, Medical License, Medical Staff Application and Provider Enrollment.*** During the Agreement Term, Employer may pay or reimburse Physician for reasonable costs and expenses incurred by Physician for his or her participation in business-related training, education or other meetings or business related expenses on behalf of Employer or Employer's affiliates, including, without limitation, registration fees, travel expenses, lodging, meals, medical staff memberships at hospitals Affiliated with Employer and approved outreach facilities, licensure, Bureau of Narcotics and Dangerous Drugs (or other similar state agency) fees, Drug Enforcement Age ncy registration fees and provider enrollment (please refer to Employer's travel policy for guidance on reasonable expenses) as pre-approved by Employer.

   E. ***Cellular Telephone and Pager Expenses.*** During the Agreement Term, Employer shall pay or reimburse Physician for Physician's business-related cellular telephone, pager, and/or pager service expenses.

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PHYSICIAN EMPLOYMENT AGREEMENT
EXHIBIT B -- WRVU
BASE GUARANTEE AND WRVU RECONCILIATION
HCA-425B-4 Rev 6/2019
Contract TRICSS-246783

1. ***Additional Definitions.*** The following definitions apply to this Exhibit B - WRVU:

   A. ***"Base Guarantee Amount"*** means Physician's minimum guaranteed base compensation, paid on a bi-weekly basis during the Base Guarantee Period, in the amounts set forth in Section 2 below.

   B. ***"Base Guarantee Period"*** means the period from the Effective Date of the Agreement through the third anniversary of the Effective Date.

   C. ***"Calendar Year"*** means the one year period beginning on January 1 and ending on December 31, prorated for any partial year during the Agreement Term.

   D. ***"Contract Year"*** means each twelve (12) month period beginning on the Effective Date of the Agreement and the anniversary of the Effective Date of this Agreement.

   E. ***"Physician Compensation"*** is defined in Exhibit A.4 to the Agreement.

   F. ***"Reconciliation"*** is defined in Section 3 below.

   Additional terms that apply to this Exhibit B - WRVU are defined in Section 3 below.

2. ***Base Guarantee Amount Payment.*** Provided that the terms and conditions set forth in this Agreement are met, during the first, second and third Contract Years of the Base Guarantee Period, Physician will receive a Base Guarantee Amount of $26,923.08 bi-weekly, less applicable withholdings.

   Employer will pay Physician the Base Guarantee Amount in accordance with Employer's general payroll practices. If Physician is employed for less than the full fourteen (14) days of the first pay period or the last pay period of the Base Guarantee Period, Employer will prorate the payment of the Base Guarantee Amount based on the number of days of Physician's employment for the bi-weekly pay period.

   Payments on Termination. For purposes of Section 10.D, during the Base Guarantee Period, a pay-out during the Notice Period will be equivalent to Physician's prorated portion of the Base Guarantee Amount.

3. ***Reconciliations and Bonus.*** Employer will conduct a reconciliation following each Calendar Year and following the Base Guarantee Period (each a "Reconciliation") to determine the amount, if any, of bonus compensation Physician is entitled to receive in addition to the Base Guarantee Amount accrued under Section 2 above during the Base Guarantee Period. The Reconciliations do not affect Physician's receipt and retention of the Base Guarantee Amounts during the Base Guarantee Period. The Reconciliations are performed as follows:

   A. ***Calendar Year (or Final) Reconciliation.*** A Calendar Year Reconciliation is performed only if the Base Guarantee Period extends over more than one Calendar Year. Following the end of each Calendar Year (or upon termination of the Base Guarantee Period, if not at the end of a Calendar Year), Employer will conduct a Reconciliation of Physician Compensation against the Base Guarantee Amount accrued for the Calendar Year (or such shorter period, if the Base Guarantee Period ends before the end of a Calendar Year) as follows:

      i. If Physician Compensation is less than the Base Guarantee Amount accrued for the Calendar Year (or such shorter period, if the Base Guarantee Period ends before the end of a Calendar Year), Physician retains the Base Guarantee Amount, this deficit is "forgiven" and wRVU production will be reset to zero (0) for the next calculation period.

      ii. If Physician Compensation exceeds the Base Guarantee Amount accrued for the Calendar Year (or such shorter period, if the Base Guarantee Period ends before the end of a Calendar Year) the ***Excess***"), Employer will pay Physician the Calendar Year Excess within forty-five (45) days of the end of the Calendar Year (or such shorter period, if the Base Guarantee Period ends before the end of a Calendar Year), less applicable withholdings.

4. ***Compensation Following Expiration of Base Guarantee Period.*** Following expiration of the Base Guarantee Period, Physician will be paid in accordance with Exhibit A-4 during the remainder of the Agreement Term.