



## 202 - Resident/Fellow Appointment Agreement

Morehouse School of Medicine (MSM) hereby offers you, Jane Doe, a position as a Postgraduate Year (PGY)3 Resident/Fellow in the Cardiology Morehouse School of Medicine Residency Education Program beginning 7/1/2022 and ending 6/30/2023, subject to the execution of this agreement by all parties. The term "resident" in this document refers to both specialty residents and subspecialty fellows. The term "residency" in this document refers to both specialty and subspecialty fellowship training programs.

This relationship is governed by all policies and conditions required by MSM, its residency and fellowship programs, and its educational affiliates (participating sites), as well as by the laws of the United States and the State of Georgia. A "Resident" is defined as a physician-in-training matriculating within a defined period of post-graduate medical education, under the supervision of faculty teachers and/or attending physicians in accordance with the educational standards for residency as defined by the Accreditation Council Graduate Medical Education - Residency Review Committees (ACGME - RRC's) and the American Board of Medical Specialties (ABMS). A "Fellow" is defined as a physician who has completed residency and is able to practice independently in their core specialty. The prior medical experience and expertise of fellows distinguish them from physicians entering into residency training.

1. Responsibilities: As a Resident/Fellow you shall abide by (i) the conditions and responsibilities set forth within all MSM policies and procedures, and (ii) the rules and regulations of the health care profession and the education affiliates and facilities to which the MSM residency/fellowship program director assigns you. You shall always be cognizant of the laws of the United States and the State of Georgia.

1.1 You shall provide compassionate, timely, and appropriate patient care under the supervision of faculty according to the MSM-GME Resident/Fellow Learning and Work Environment, Supervision and Accountability, and all other relevant policies, available in the GME Policy Manual.

1.2 You shall conform to the ethical and professional standards of the medical profession and accept the duties, responsibilities, and rotations assigned by the MSM residency/fellowship program director and/or the director's designee.

Duration: MSM Resident/Fellow appointments are for a maximum of 12 months (July to June), year-to-year. You may enter the program at other times during a post graduate year with program director and designated institutional official approval, but must complete all requirements according to the goals, objectives, requirements and structure of the program.

Compensation: You will be paid in 26 bi-weekly installments based upon an annual rate of \$100,000. When you work less than a month for that period, compensation shall be computed on a daily rate.

Conditions of Employment: Any conditions or provisions described in this Agreement, which are dependent upon the availability of resources beyond the control of MSM or its participating affiliates, shall not be binding on MSM in the event of the unavailability or loss of these resources, except where the loss of these resources would jeopardize the continued accreditation of the MSM residency program or your education.

4.1. MSM and its residency programs follow the Terms and Conditions of the Match Participation Agreement between Participating Institutions and the National Resident Match Program (NRMP). Once a party has matched or a position has been offered and accepted through the Match Week Supplemental Offer and Acceptance Program (SOAP), a waiver of the binding commitment may be obtained only from the NRMP. The NRMP recommends that each program director, institutional official, and applicant carefully read the policies and procedures available on the NRMP website.

4.2. As a condition of this appointment, you must:

4.2.1. Be a U.S. Citizen, lawful permanent resident, refugee, asylee, or possess the appropriate documentation to allow you to legally train at Morehouse School of Medicine.

4.2.2. Maintain or possess an M.D. degree from an (Liaison Committee on Medical Education (LCME) accredited

medical school within the United States or Canada, or a D.O. degree from an American Osteopathic Association Commission on Osteopathic College Accreditation (AOACOCA) accredited college of osteopathic medicine, or medical school outside of the United States and Canada with an ECFMG certificate that is valid prior to appointment. Graduates of Canadian schools must hold an LMCC Certificate.

caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once and at any time during an ACGME-accredited program, starting the day the resident/fellow is required to report. Residents are also provided with a minimum of one week of paid time off reserved for use outside of the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence. This time can be taken for illness, injury, and medical appointments for the Resident or for the care of an immediate family member. Sick leave is not accrued from year to year. A combination of Sick leave and vacation leave may be used to care for oneself or an immediate family member. When these two leave categories are exhausted, any additional leave will be uncompensated (also see your program specific Resident Leave policy).

10.3. Family and Medical Leave Act:(FMLA) All Residents should contact the Human Resources Department (HRD) and the Office of Disability Services and Leave Management ods@msm.edu for guidance and questions about FMLA. The program requirements and the specifications of the program specialty board apply to the time required to make up absences.

10.4. Leave of Absence Without Pay (LWOP): When possible, requests for leaves of absence without pay shall be submitted by Residents in writing to the residency program director for disposition far in advance of any planned leave. All requests shall identify the reason for the leave and the duration. Residents should discuss with the program director on the impact of leave on possible delay in program completion. The MSM-Human Resources Department shall determine the feasibility and all applicable criteria prior to a Resident being granted LWOP and shall advise both the Resident and the residency program on details and procedures.

10.5. Other Leave Types: All leave types are explained in detail in the Morehouse School of Medicine Human Resources policy manual.

10.6. Eligibility for Specialty Board Examination: You should become familiar with the requirements of your specialty board as listed on the American Board of Medical Specialties (ABMS) website or on the individual specialty website. Your program administration can assist you in finding this information.

11. Duty Hour Policy: The MSM-GME Residents Learning and Work Environment - Duty Hour policy comprehensively details your duty hour requirements. Violations of this policy are not tolerated by MSM-GME or residency administration.

Atlanta, GA 30310

15. Accommodations: MSM will make a reasonable accommodation available to any qualified individual with a disability who requests an accommodation. A reasonable accommodation is designed to assist an employee or applicant in the performance of the essential functions of his or her job or MSM's application requirements. Accommodations are made on a case-by-case basis. MSM will work with eligible employees and applicants to identify an appropriate, reasonable accommodation in a given situation. Complete information is found on the MSM Human Resources Office of Disability Services web page.

16. Program Closure: In the event of an MSM residency program closure, either voluntarily or involuntarily, MSM will use its best efforts to assist all current Residents in obtaining a comparable position in another ACGME accredited residency program.

17. No Restrictive Covenants. MSM does not impose restrictive covenants or non-competition clauses on Resident graduates and alumni.

18. Policies: The online versions of the MSM and MSM-GME policies and procedures referenced herein are available on the Human Resources and Graduate Medical Education webpages and GME Policy Manual.

---

#### RESIDENT/FELLOW APPOINTMENT ACCEPTANCE

I accept the above-described position in the Morehouse School of Medicine Residency/Fellowship program. I agree to abide by the rules and regulations of Morehouse School of Medicine and those of the participating affiliates at which I will work during the course of my training. I also agree to abide by the laws of the United States and the State of Georgia as they affect my status as a Resident/Fellow physician.

---

*Jane Smith Doe*  
*Resident/Fellow*

#### DEPARTMENTAL SIGNATURES

We recommend appointment of this applicant as a Resident/Fellow in our MSM residency/fellowship program. This

Exhibit 1

PROFESSIONAL LIABILITY COVERAGE

This letter shall be completed upon appointment to a Morehouse School of Medicine Residency Program and at any time a Resident/Fellow enters into moonlighting activities.

This is to certify that I, Jane Doe, am a Resident/Fellow Physician at Morehouse School of Medicine. As a Physician in training, I understand that all professional activities that are sanctioned by Morehouse School of Medicine related to or a part of the Residency/Fellowship Education Program, are covered by the following professional liability coverage:

\$1 million per/occurrence and; \$3 million annual aggregate; and;

Tail coverage for all incidents that occur during my tenure as a Resident/Fellow in accordance with the above.

In addition, I understand that the above professional liability insurance coverage does not apply to professional activities in which I become involved outside of the MSM Residency/Fellowship Program, and that upon written approval by the residency/fellowship program director to moonlight, I am personally responsible for becoming licensed and securing adequate coverage for these outside activities from the respective institutions or through my own resources.

In addition, all these activities shall be recorded and reported to the residency program director for evaluation and approval.

---

*Jane Smith Doe*  
*Resident/Fellow*

Last Four of Social Security Number: 6789

Home Address:  
123 Jane St.  
Dexter, PR 48129  
Puerto Rico

Return Signed Original as Part of the Resident/Fellow Appointment Agreement