



SAMPLE
2019-20 Resident/Fellow Appointment Agreement

Morehouse School of Medicine (MSM) hereby offers you, [Resident/Fellow Name](#), a position as a Postgraduate Year (PGY) [PGY Level](#) Resident/Fellow in the [Program Name](#) Morehouse School of Medicine Residency Education Program beginning [Start Date](#) and ending [End Date](#), 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 terms “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 - RRCs) 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 educational 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.
2. **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, but must complete all requirements according to the goals, objectives, requirements and structure of the program.
3. **Compensation:** You will be paid in 26 bi-weekly installments based upon an annual rate of [\\$Annual Salary Amount](#). When you work less than a month for that period, compensation shall be computed on a daily rate.
4. **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 LCME accredited medical school within the United States, Puerto Rico or Canada, a D.O. degree from an AOA accredited school of osteopathy, 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.
 - 4.2.3 Maintain or possess an active Georgia Medical License or Physician Training License.
 - 4.2.4 Successfully have passed the USMLE/COMLEX Step 1 and 2 examinations prior to entering a residency.
 - 4.2.5 Consent to and pass a background investigation.
- 4.3 You are subject to a criminal background check, drug screenings and other checks and examinations as required by the MSM-Human Resources Department and its educational affiliates. Your failure to be compliant and/or acceptable on these checks and examinations is grounds for MSM-GME terminating this Agreement. MSM reserves the right to dismiss you from the residency/fellowship program if it subsequently discovers any misrepresentation, false or incomplete information or omission of facts requested during the application, interview and/or hiring process.
- 5 **Accreditation:** The Residency/Fellowship Program Director will inform you of the program's current accreditation status. In the event of any notice of withdrawal of accreditation by the ACGME, either voluntary or involuntary, MSM will use reasonable efforts to ensure that you are allowed to complete your mandatory period of residency education. Failing that, MSM will aggressively assist you in acquiring a position in another residency program.
- 6 **Program Requirements:** MSM, through the Residency Program Director, shall provide you with the ACGME program requirements, residency goals, objectives, expectations, policies and schedules which will provide support of your educational processes. Your schedule of activities shall be set in accordance with the requirements, practices, and procedures of your specialty program. It is recommended that you remain cognizant of the requirements of your particular specialty board which can be found on the American Board of Medical Specialties website.
- 7 **Progression:** Educational standards for progression within a residency/fellowship program are evaluated and certified by the Program Director in order for a Resident/Fellow to progress to the next education level in the program. This process is outlined in the MSM-GME [Resident Promotion policy](#).
 - 7.1 In the event that an adverse academic decision of non-promotion (delay) to the next Post Graduate year (PGY) or non-renewal of appointment is made by the Program Director, you will be given at least four (4) months' notice whenever possible or feasible. In the event of an adverse decision, such as suspension or dismissal, you have access to a fair, reasonable, and readily available grievance process that is described in the MSM-GME [Adverse Academic Decisions and Due Process policy](#).

7.2. During the term of this Agreement, any and all grievances brought by you against MSM, including, but not limited to grievances for a breach of this Agreement, shall be governed in accordance with the procedures set forth in the relevant MSM Human Resources and GME policies located in the policy manuals on the MSM website or by contacting these offices directly.

8 **Insurance:** MSM shall provide you with professional liability insurance coverage of the nature described in the [Professional Liability Insurance Coverage Letter](#), attached hereto as Exhibit 1 and incorporated into this Agreement by reference. Such coverage shall be limited to your professional educational activities which are sanctioned by MSM and which are related to, or are a part of, the residency program. This coverage shall extend beyond the completion of your residency at MSM for actions which occur during your tenure.

9 **Resident Benefits:** In addition to the salary, Morehouse School of Medicine shall offer you and your eligible dependents health insurance benefits. Residents are also provided disability insurance benefits, confidential counseling and psychological services, vacation, parental, sick or other leave with coverage starting the first recognized day of the training program. These offerings are administered by MSM Human Resources in accordance with the vendor programs and/or policies in force at the time of this agreement.

10 **Leave:** As addressed in the MSM-GME [Resident Leave Policy](#), you are cautioned that in order to fulfill the program requirements and that of the specialty certification board, it may be necessary for you to spend additional time in the program to make up for time lost while you utilize vacation, sick leave, Family and Medical Leave, and the various types of emergency leave, or Leave of Absence Without Pay.

10.1 **Resident Vacation Leave:** Residents are allotted 15 days compensated leave per academic year (from July through June). Each residency program is responsible for the administration of Residents' leave to include scheduling, granting and reporting leave to the department and the MSM-Human Resources Department. Vacation blocks shall be designed within the structure of the residency program schedules.

10.2 **Resident Sick Leave:** Compensated sick leave is 15 days per year. 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.
- 12 **Moonlighting:** Because residency education is a full-time endeavor, the residency program director must ensure that outside professional activities (“**moonlighting**”) do not interfere with your ability to achieve the goals and objectives of the educational program. At MSM, moonlighting activities are not encouraged. The decision to allow you to engage in outside professional activities rests with the residency program director, and you must gain written permission from the residency program director prior to the start of these activities. PGY One (1) Residents are not permitted to moonlight. Residents not in good standing are prohibited from moonlighting. Residents holding a J-1 Visa may not moonlight. Please refer to the [MSM-GME Residents Learning and Work Environment – Moonlighting policy](#) for complete details.
- 13 **Counseling:** Short term counseling is available from MSM Counseling Services (404-752-1789). MSM has an Employee Assistance Program (EAP), **CARE 24**, available for Residents as a self-referral or for family assistance. Residents are briefed on these programs by HR during incoming orientation. Residents are briefed annually on the Drug Awareness Program, Resident impairment issues and family counseling. More information regarding these programs is available in the Human Resources Department (404-752-1600) or directly (1-888-887-4114).
- 14 **Title IX Compliance:** The residency education environment shall be free of undue harassment, confrontation and coercion because of one’s gender, cultural and religious beliefs, other individual traits, and status or standing. Morehouse School of Medicine (“MSM” or “School”) does not discriminate on the basis of sex in its employment decisions, education programs and education activities as required under Title IX of the Education Amendments of 1972 and in its implementing regulations, and in part under Title VII of the Civil Rights Act of 1964, as well as any other applicable federal and state laws or local ordinances. This policy covers all employment and admissions decisions affecting any member of the "MSM Community" (as defined below) as they related to conduct prohibited under this policy, including sex/gender discrimination, as well as all types of sexual misconduct, including, but not limited to, sexual harassment and sexual violence. MSM also prohibits retaliation against members of the MSM Community (as defined below) who raise concerns about or report incidents of sex discrimination and sexual harassment. Any individual found to have violated this Policy will be subject to disciplinary action up to and including termination for employees, expulsion for students, and non-renewal for resident physicians. Certain behavior also violates MSM’s policy even when it does not constitute a violation of law. General inquiries about the application of Title IX should be directed to the U.S. Department of Education's Office of Civil Rights or the School's Title IX Coordinator or Deputy Title IX Coordinator:
 Marla Thompson, Title IX Coordinator,
 Email: mthompson@msm.edu / Direct Dial: (404) 752-1871, Fax (404) 752-1639
 Morehouse School of Medicine, 720 Westview Drive, SW Harris Building,
 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.

Resident/Fellow Signature

Date

Name (type or print)

Social Security Number (Required)

DEPARTMENTAL SIGNATURES

We recommend appointment of this applicant as a Resident/Fellow in our MSM residency/fellowship program. This applicant was vetted through the departmental residency screening and interview processes. We have reviewed the educational credentials and the eligibility for both non-faculty academic appointment and employment of the applicant signing this agreement.

Program Director's Signature

Date

Department Chairperson's Signature

Date

APPROVED

The President and Dean, upon the recommendation of the residency/fellowship program director and/or department chairperson, hereby appoints you to a position in the residency program. The signature below of the Assistant Dean and Director of Graduate Medical Education (Administration) represents this approval.

Assistant Dean & Director, Graduate Medical Education Signature

Date

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, _____, 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.

Check appropriate circle: Resident/Fellow Appointment Agreement () Moonlighting Request ()

Resident/Fellow signature: _____ Date: _____

Last Four of Social Security Number: _____

Home Address: _____

Phone Number: _____

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