2014-2015 Resident Appointment Agreement

[Name], you are hereby offered a position as a Postgraduate Year (PGY) ___ Resident in the Morehouse School of Medicine ("MSM") _______________ Residency Education Program beginning ______________ and ending ______________.

This relationship is governed by all policies and conditions required by MSM, its residency programs, and its educational affiliates (participating sites), as well as by the laws of the United States and the State of Georgia. The position and responsibility of a “Resident” is defined as that of 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).

1. A Resident shall abide by the conditions and responsibilities within all MSM policies and procedures and shall abide by the rules and regulations of the health care profession and the educational affiliates and facilities to which the residency program director assigns him or her. Residents shall always be cognizant of the laws of the United States and the State of Georgia. (ACGME Institutional Requirements effective July 1, 2014 - IV.B.2.a.).

1.1. The Resident shall provide compassionate, timely, and appropriate patient care under the supervision of residency program faculty according to the MSM-GME Residents Learning and Work Environment policy.

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

2. MSM Resident appointments are for a maximum of 12 months (July to June), year-to-year. Residents 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. (IV.B.2.b.)

3. Compensation will be paid to you (the Resident) in 26 bi-weekly installments based upon an annual rate of $__________. When less than a month is worked for that period, compensation shall be computed on a daily rate. (IV.B.2.c)

4. Conditions of Employment: Any conditions or provisions described as a part of this agreement which are dependent upon the availability of resources beyond the control of MSM or its participating affiliates, shall not be binding on this agreement 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 residency program or the education of you, the Resident. (IV.B.2.d.)

4.1 MSM and its residency programs follow the contractual requirements MSM agreed to regarding the Terms and Conditions of the Match Participation Agreement Between Participating Institutions and the 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 at http://www.nrmp.org/policies/.
4.3 As a condition of this appointment, the Resident must:
   4.3.1 Be a U.S. Citizen, lawful permanent Resident, refugee, asylee, or possess the appropriate documentation to allow a Resident to legally train at Morehouse School of Medicine.
   4.3.2 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 an ECFMG certificate which will be valid on the day training begins. Graduates of Canadian schools must hold an LMCC Certificate.
   4.3.3 Maintain or possess an active Georgia Medical License or Physician Training License.
   4.3.4 Successfully have passed the USMLE/COMLEX Step 1 and 2 examinations prior to entering a residency.
   4.3.5 Consent to and pass a background investigation.

4.4 All MSM Residents 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. Failure by you, the Resident, to be found compliant and/or acceptable on these checks and examinations is grounds for MSM-GME rescinding this agreement. MSM reserves the right to dismiss you from the residency 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 The Residency 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 its best efforts to ensure that you, the Resident, are allowed to complete your mandatory period of residency education. Failing that, MSM will aggressively assist the Resident in acquiring a position in another residency program.

6 During the term of this agreement, 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 education process. 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 web site.

7 Educational standards for progression within a residency program are to be evaluated and certified by the Program Director in order for a Resident to progress to the next education level in the program. This process is outlined in the MSM-GME Resident Promotion policy. (IV.B.2.d)

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, the Resident, 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, the Resident has a fair, reasonable, and readily available grievance process that is described in the MSM-GME Adverse Academic Decisions and Due Process policy. (IV.B.2.e)

7.2. During the term of this agreement, any and all grievances brought by you (the Resident) against MSM, including, but not limited to grievances for a breach of this agreement, shall be heard in accordance with the procedures set forth in the MSM – Human Resources policy titled Nondiscrimination, Anti-Harassment , and Retaliation Policy. (IV.B.2.e.)

8 MSM shall provide you with professional liability insurance coverage of the nature described in the Professional Liability Insurance Coverage Letter included in this agreement. Such coverage shall be limited to professional educational activities of the Resident 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. (IV.B.2.f.)

9 **Resident Benefits:** In addition to the salary. Morehouse School of Medicine shall provide you (the Resident) and your eligible dependents with the hospital and 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. (IV.B.2.g.) (IV.B.2.h.)

10 As addressed in the MSM-GME **Resident Leave** policy; the Resident is cautioned that in order to fulfill the “program requirements” and that of the specialty certification board, it may be necessary for a Resident to spend additional time in the program to make up for time lost while he or she used vacation, sick leave, Family and Medical Leave and the various types of emergency leave, or Leave of Absence Without Pay. (IV.B.2.j.) (IV.B.2.i.)

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. Flexible leave 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 Resident Leave policy).

10.3 Residents who are unable to work because of serious health conditions are eligible for compensated leave for a specified period. Sick leave in combination with Vacation Leave allows Residents six (6) weeks of compensated leave for maternity leave. Residents seeking the **Family and Medical Leave Act (FMLA)** should contact the Human Resources Department (HRD) for guidance. However, 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:** When possible, these requests shall be submitted 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. Discussion should be had with the program director on the impact of leave on possible delay in program completion. The MSM-Human Resources Department must 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 employment manual.

10.6 **Eligibility for Specialty Board Examination:** When planning extended leave, check with your residency program director and HR staff for guidance. 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. (IV.B.2.k)
11 **Duty hours** - The MSM-GME Residents Learning and Work Environment – Duty Hour policy comprehensively details the Resident 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 the ability of the Resident to achieve the goals and objectives of the educational program. At MSM, moonlighting activities are not encouraged. The decision to allow the Resident to engage in outside professional activities rests with the residency program director and the Resident must gain written permission 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 In compliance with federal law, including the provision of Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act, it is the policy of Morehouse School of Medicine (MSM) that discrimination against any person or group of persons on the basis of race, color, national origin, religion, gender, sexual orientation, age, disability or veteran status is specifically prohibited. The residency education environment shall be free of undue harassment, confrontation and coercion because of gender, cultural and religious beliefs, other individual traits, and status or standing. Detailed information is located in the MSM – Human Resources Nondiscrimination, Anti-Harassment, and Retaliation Policy.

15 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 in the MSM – Human Resources Accommodations of Disabilities policy.

16 In the event of a 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 MSM does not impose Restrictive Covenants on Resident graduates and alumni. And does not exercise “Non-Competition Clauses” with faculty or Residents.

18 The online versions of the MSM and MSM-GME policies and procedures referenced herein are available at [http://www.msm.edu/residency_programs/policies.aspx](http://www.msm.edu/residency_programs/policies.aspx) and [http://www.msm.edu/PoliciesandProcedures/HumanResourcesPolicies.aspx](http://www.msm.edu/PoliciesandProcedures/HumanResourcesPolicies.aspx).
PROFESSIONAL LIABILITY COVERAGE

This letter shall be completed upon appointment to a MSM Residency program and at any time a Resident enters into moonlighting activities.

This is to certify that I, _______________________________________, am a Resident 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 and related to, or are a part of, the Residency 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 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 residency program, and that upon written approval by the residency 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 of these activities shall be recorded and reported to the residency program director for evaluation.

Check appropriate circle: Resident Agreement ( ) Moonlighting Request ( )

Signed: ___________________________________________ Date: ____________________________

Last Four of Social Security Number: __________________________

Home Address: ________________________________________________

______________________________________________________________________

Phone Number: ____________________________

Return Signed Original as Part of the Resident Appointment Agreement
RESIDENT APPOINTMENT ACCEPTANCE

I accept the above-described position in the Morehouse School of Medicine Residency 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 physician.

_________________________________________  ________________________
Resident’s Signature                      Date

_________________________________________  ________________________
Name (type or print)                      Social Security Number (Required)

DEPARTMENTAL SIGNATURES

We recommend appointment of this applicant as a Resident in our MSM residency program. This Resident 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 Resident signing this agreement.

_________________________________________  ________________________
Program Director’s Signature               Date

_________________________________________  ________________________
Department Chairperson’s Signature         Date

APPROVED

The Dean and Executive Vice President for Academic Affairs, upon the recommendation of the residency program director and/or department chairperson, shall appoint you (the Resident) to a position in the residency program. The signature below of the Director of Graduate Medical Education (Administration) represents this approval.

_________________________________________  ________________________
Director, Graduate Medical Education Signature    Date