

2025-2026 Resident/Fellow Appointment Agreement

Dear Jane Doe,

Morehouse School of Medicine (MSM) hereby offers you a position as a Postgraduate Year (PGY)3 Resident/Fellow in the Cardiology residency/fellowship program for the starting date of 7/1/2025 and ending 6/30/2026. Your appointment is subject to MSM policies, ACGME requirements, and U.S. and Georgia labor laws.

I. Compensation and Benefits

Your annual salary is \$41,234.56 - paid in 26 biweekly installments.

MSM will provide you with:

- 1. Health, disability, and professional liability insurance
- 2. 15 vacation days and six weeks of medical/parental leave per ACGME standards
- 3. Additional leave options, detailed in the MSM-GME Resident Leave Policy

II. Match Participation and Appointment Terms

MSM and its residency/fellowship programs adhere to the Match Participation Agreement between Participating Institutions and the National Resident Match Program (NRMP). Once a match has been made or a position has been accepted through the Match Week Supplemental Offer and Acceptance Program (SOAP), this binding commitment can only be waived from the NRMP. Applicants, program directors, and institutional officials should carefully review the NRMP policies on their website.

III. Governing Policies & Compliance

Your appointment is subject to:

- 1. MSM Graduate Medical Education (GME) Policies & Procedures
- 2. ACGME Institutional & Common Program Requirements
- 3. U.S. & Georgia Labor and Leave Laws
- 4. MSM institutional policies, available via the MSM Policy Portal

Failure to comply may result in disciplinary action, including dismissal.

IV. Responsibilities

As a resident or fellow, you are expected to:

- 1. Provide compassionate, ethical, and timely patient care under faculty supervision.
- 2. Comply with ACGME work hours, supervision, and accountability policies.
- 3. Maintain professionalism and adhere to MSM, program, and affiliate site policies.

For details, please refer to the MSM-GME Resident/Fellow Learning and Work Environment Policy.

V. Background Checks and Conditions of Employment

You are subject to criminal background checks, drug screenings, and other required evaluations by MSM Human Resources and its educational affiliates. Failure to comply or receive clearance may result in termination of this agreement. MSM also reserves the right to dismiss you if it discovers misrepresentation, false or incomplete information, or omissions in your application, interview, or hiring process.

To maintain your appointment, you must:

- 1. Be a U.S. citizen, permanent resident, or hold a valid visa.
- 2. Hold a Georgia medical license or training license.
- 3. Successfully pass USMLE/COMLEX Step 1 & 2 before residency.

VI. Accreditation and Program Closure

Your residency/fellowship program director will inform you about the program's accreditation status. In the event of an ACGME accreditation withdrawal, MSM will make every effort to ensure you can complete your training. If that is not possible, MSM will actively assist you in securing a position in another accredited residency program.

VII. Leave Policies and Early Departure Process

Residents and fellows are entitled to **six weeks** (6) of medical, parental, or caregiver leave, with an additional one week of paid time off outside of that period. All FMLA requests must be processed through MSM Human Resources.

If a resident or fellow requests early leave from their program, the following steps must be followed:

- 1. A formal written notice must be submitted by the resident/fellow.
- 2. The program director must approve the request.
- 3. The request must be communicated to MSM GME and Human Resources.
- 4. The program must provide a statement confirming the residents'/fellow's available leave time.
- 5. If the resident or fellow has insufficient accrued leave, they will be categorized as Leave Without Pay (LWOP).
- 6. Additional leave types are detailed in the MSM Human Resources Policy Manual.

VIII. Work Hours and Moonlighting

Residents must comply with the MSM-GME Residents Learning and Work Environment - Work Hours Policy. Violations will not be tolerated. Moonlighting is only permitted with written approval from the program director. **Please note: PGY-1 residents are not allowed to moonlight.**

IX. Specialty Board Examination Eligibility

Residents and fellows are responsible for understanding their specialty board requirements, found on the American Board of Medical Specialties (ABMS) website or the individual board's website. Your program administration can assist you in obtaining this information.

X. Due Process and Grievances

If an adverse academic decision results in non-promotion (delay) or non-renewal, MSM will provide at least four months' notice whenever possible. In cases of suspension or dismissal, residents/fellows have access to a fair, reasonable, and readily available grievance process, as detailed in the MSM-GME Adverse Academic Decisions and Due Process Policy.

All grievances, including those related to a breach of contract, must be addressed per MSM Human Resources and GME policies. Policies can be accessed via the MSM Policy Portal or by contacting MSM HR or GME directly.

XI. Professional Liability and Non-Competition

MSM provides \$1M per claim / \$3M aggregate malpractice coverage for all sanctioned training activities. Residents/fellows are not required to sign non-compete agreements, as MSM does not impose restrictive covenants on graduates or alumni.

XII. Institutional Support and Accommodations

MSM is committed to equitable and accessible learning environments. Reasonable accommodation is available for qualified individuals with disabilities, as determined on a case-by-case basis. Additional details are available through the MSM Human Resources Office of Disability Services.

XIII. Policy Access and Acknowledgment

All MSM and MSM-GME policies and procedures referenced in this agreement are available on the Human Resources and Graduate Medical Education webpages and the GME Policy Manual.

RESIDENT/FELLOW TRAINING APPOINTMENT ACCEPTANCE

By signing below, I, **Jane Doe** acknowledge and accept the offer for the Resident/Fellow position in the **Cardiology** Residency/Fellowship Program described in this agreement.

I agree with and to:

- 1. Comply with all MSM policies, procedures, and regulations, including those outlined in the MSM Graduate Medical Education (GME) Policy Manual and any policies of participating affiliates where I will be assigned.
- 2. Adhere to all applicable federal, state, and local laws, including those of the United States and the State of Georgia, as they pertain to my role as a Resident/Fellow physician.
- 3. Fulfill all professional, ethical, and educational responsibilities as required by MSM, ACGME, and my respective specialty board.
- 4. Acknowledge that failure to comply with these terms may result in disciplinary action, including termination of my appointment in accordance with MSM policies and procedures.

Jane Smith Doe Resident/Fellow

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.

John Smith Program Director, Cardiology

APPROVED

The 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 Director for Graduate Medical Education (Administration) represents this approval.

Jason Griggs Director, Graduate Medical Education

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