

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.

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: Residents are allotted with a minimum of six weeks (6) of approved medical, parental, and

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

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 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