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**VIEW / PRINT CURRENT INSTITUTION INFORMATION**

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## INSTITUTION INFORMATION

**MOREHOUSE SCHOOL OF MEDICINE [120499] [8001200503]**

Morehouse School of Medicine  
720 Westview Drive, SW  
Atlanta, Georgia 30310-1495

<http://www.msm.edu/>

*HIPAA Business Associate Agreement On Record:* Yes

*Annual Update To Begin On:* August 11, 2010

*Annual Update Due By:* September 15, 2010

*Annual Update Completed:* July 21, 2010

## ACCREDITATION INFORMATION

*Accreditation Status:* Continued Accreditation

*Effective:* 4/13/2010

*Last Site Visit Date:* October 8, 2009

*Cycle Length:* 3

*Next Site Visit Date (approximate):* April 1, 2013

*Residents Rotate Through This Institution:* NO

*Joint Commission Approved:* N/A

*Ownership or Control Type:* Corporation

*Type of Institution:* Medical School - LCME University Medical Center

## CEO INFORMATION

Sandra J. Harris Hooker, PhD  
Interim Dean and Sr. Vice Pres., Academic Affairs

*Phone:* (404) 752-1720

*Fax:* (404) 752-1594

*Email:* [sharris-hooker@msm.edu](mailto:sharris-hooker@msm.edu)

## DESIGNATED INSTITUTIONAL OFFICIAL INFORMATION

Yolanda H. Wimberly, MD, MS  
Assistant Dean for Graduate Medical Education

*Phone:* (404) 756-1373

*Fax:* (404) 752-1088

*Email:* [ywimberly@msm.edu](mailto:ywimberly@msm.edu)

## INSTITUTIONAL REVIEW COORDINATOR INFORMATION

William E. Booth, CM, BS  
Director, Graduate Medical Education

*Phone:* (404) 752-1857

*Fax:* (404) 752-1088

*Email:* [bbooth@msm.edu](mailto:bbooth@msm.edu)

## MEDICAL SCHOOL AFFILIATIONS

Morehouse Sch of Med, Atlanta, GA

## LIST OF SPONSORED PROGRAMS

<u>[Number]/Name</u>	<u>Date Scheduled for Annual Update</u>	<u>Date Annual Update Due</u>	<u>Date Annual Update Completed</u>
[1201221439] Morehouse School of Medicine Program [Family medicine]	10/13/2010	12/3/2010	12/3/2010
[1401221502] Morehouse School of Medicine Program [Internal medicine]	12/7/2010	1/15/2011	Not Completed
[2201221348] Morehouse School of Medicine Program [Obstetrics and gynecology]	9/2/2010	10/8/2010	8/19/2010
[3201221414] Morehouse School of Medicine Program [Pediatrics]	9/2/2010	10/8/2010	8/26/2010

[3801288108] Morehouse School of Medicine Program [Preventive medicine]	11/1/2010	12/10/2010	12/10/2010
[4001221262] Morehouse School of Medicine Program [Psychiatry]	10/27/2010	11/24/2010	11/22/2010
[4401221397] Morehouse School of Medicine Program [Surgery]	10/27/2010	11/24/2010	11/16/2010

#### PARTICIPATING SITES

For correction changes to Participating Sites information send the corrected CEO/Local Director/President Name and ID number to [webads@acgme.org](mailto:webads@acgme.org). This information will appear on Part 1 of the IRD and Part 1 of the PIF for your programs. This must be corrected prior to an upcoming site visit.

#### American Cancer Society (Georgia) [128103]

American Cancer Society (Georgia)  
50 Williams St., NW  
Atlanta, Georgia 30303  
CEO/Local Director/President Name: Debbie Mance Kirkland  
Joint Commission Approved? NOT APPLICABLE  
Type of Institution: Education/Research Foundation or Institution  
Ownership Type: Other Non-profit

#### Atlanta Medical Center [120198]

Atlanta Medical Center  
303 Parkway Drive, NE  
Box 423  
Atlanta, Georgia 30312  
CEO/Local Director/President Name: William T. Moore  
Joint Commission Approved? YES  
Type of Institution: General/Teaching Hospital  
Ownership Type: Corporation

#### Caduceus Occupational Medicine (Hapeville Clinic) [128057]

Caduceus Occupational Medicine  
535 N Central Ave  
Hapeville, Georgia 30354  
CEO/Local Director/President Name: Stephen A. Dawkins, MD  
Joint Commission Approved? NO  
Type of Institution: Ambulatory Care Clinic/Office  
Ownership Type: Other For-profit

#### Centers for Disease Control and Prevention [120491]

Centers for Disease Control and Prevention  
Public Health Service - DHHS  
1600 Clifton Road, NE MS E-92  
Atlanta, Georgia 30333  
CEO/Local Director/President Name: Thomas R. Frieden, MD, MPH  
Joint Commission Approved? NOT APPLICABLE  
Type of Institution: Public Health Facility  
Ownership Type: Public Health Service

#### Central Alabama Veterans Healthcare System [010306]

Central Alabama Veterans Healthcare System  
2400 Hospital Road  
Tuskegee, Alabama 36083  
CEO/Local Director/President Name: Glen Struchtemeyer  
Joint Commission Approved? YES  
Type of Institution: Other Specialized Hospital  
Ownership Type: Veterans Administration

#### Children's Healthcare of Atlanta [120111]

Children's Healthcare of Atlanta  
1001 Johnson Ferry Rd, NE  
Atlanta, Georgia 30342  
CEO/Local Director/President Name: Donna W. Hyland  
Joint Commission Approved? YES  
Type of Institution: Children's Hospital  
Ownership Type: Other Non-profit

#### Children's Healthcare of Atlanta at Egleston [120481]

Children's Healthcare of Atlanta at Egleston  
1405 Clifton Road, NE

Atlanta, Georgia 30322  
 CEO/Local Director/President Name: Donna W. Hyland  
 Joint Commission Approved? YES  
 Type of Institution: Children's Hospital  
 Ownership Type: Other Non-profit

Children's Healthcare of Atlanta at Scottish Rite [128043]  
 Children's Healthcare of Atlanta at Scottish Rite  
 1101 Johnson Ferry Road NE  
 Atlanta, Georgia 30342  
 CEO/Local Director/President Name: Donna W. Hyland  
 Joint Commission Approved? YES  
 Type of Institution: Children's Hospital  
 Ownership Type: Other Non-profit

Children's Healthcare of Atlanta Hugh Spaulding [128098]  
 Children's Healthcare of Atlanta Hugh Spaulding  
 35 Jesse Hill Jr. Drive NE  
 Atlanta, Georgia 30303  
 CEO/Local Director/President Name: Donna W. Hyland  
 Joint Commission Approved? YES  
 Type of Institution: Children's Hospital  
 Ownership Type: Other Non-profit

Clayton County Board of Health [128073]  
 Clayton County Board of Health  
 1117 Battle Creek Road  
 Jonesboro, Georgia 30326  
 CEO/Local Director/President Name: Alpha F. Bryan, MD  
 Joint Commission Approved? NOT APPLICABLE  
 Type of Institution: Public Health Facility  
 Ownership Type: County

Community Advance Practice Nurses, Inc. [128102]  
 Community Advance Practice Nurses, Inc.  
 173 Boulevard, NE  
 Atlanta, Georgia 30312  
 CEO/Local Director/President Name: Connie Buchanan, MS, CRNP  
 Joint Commission Approved? NOT APPLICABLE  
 Type of Institution: Ambulatory Care Clinic/Office  
 Ownership Type: Other Non-profit

Dekalb County Board of Health [128074]  
 Dekalb County Board of Health  
 445 Winn Way  
 Box 987  
 Decatur, Georgia 30031  
 CEO/Local Director/President Name: Sandra E. Ford, MD, MBA  
 Joint Commission Approved? NOT APPLICABLE  
 Type of Institution: Public Health Facility  
 Ownership Type: County

Dekalb Medical Center [128029]  
 Dekalb Medical Center  
 2701 North Decatur Road  
 Decatur, Georgia 30033  
 CEO/Local Director/President Name: Eric P. Norwood  
 Joint Commission Approved? YES  
 Type of Institution: General/Teaching Hospital  
 Ownership Type: Other Non-profit

Emory University Hospital [120139]  
 Emory University Hospital  
 1364 Clifton Road, NE  
 Atlanta, Georgia 30322  
 CEO/Local Director/President Name: John T. Fox  
 Joint Commission Approved? YES  
 Type of Institution: General/Teaching Hospital  
 Ownership Type: Other Non-profit

Fulton County Health Department [128021]  
 Fulton County Health Department  
 99 Butler Street, SE

Atlanta, Georgia 30335  
 CEO/Local Director/President Name: Patrice A. Harris, MD  
 Joint Commission Approved? NOT APPLICABLE  
 Type of Institution: Public Health Facility  
 Ownership Type: County

Georgia Dept of Human Resources-Division of Public Health [128015]

Georgia Dept of Human Resources-Division of Public Health  
 2 Peachtree Street  
 7th Floor  
 Atlanta, Georgia 30303  
 CEO/Local Director/President Name: M. Rony Francois, MD, MSPH  
 Joint Commission Approved? NOT APPLICABLE  
 Type of Institution: Public Health Facility  
 Ownership Type: State

Georgia Regional Hospital at Atlanta [128017]

Georgia Regional Hospital at Atlanta  
 3073 Panthersville Rd  
 Decatur, Georgia 30037  
 CEO/Local Director/President Name: Ronald Hogan, MD  
 Joint Commission Approved? YES  
 Type of Institution: Psychiatric Hospital  
 Ownership Type: State

Grady Health System [120483]

Grady Health System  
 80 Jesse Hill Jr Drive SW  
 PO Box 26189  
 Atlanta, Georgia 30303  
 CEO/Local Director/President Name: Michael A. Young  
 Joint Commission Approved? YES  
 Type of Institution: General/Teaching Hospital  
 Ownership Type: Hospital District or Authority

Southern Regional Health System [128068]

Southern Regional Health System  
 11 Upper Riverdale Rd  
 Riverdale, Georgia 30274  
 CEO/Local Director/President Name: Stephen W. Mahan  
 Joint Commission Approved? YES  
 Type of Institution: General/Teaching Hospital  
 Ownership Type: Other Non-profit

Tenet-South Fulton Medical Center [128039]

Tenet-South Fulton Medical Center  
 1170 Cleveland Ave.  
 East Point, Georgia 30344  
 CEO/Local Director/President Name: James E. Clements  
 Joint Commission Approved? YES  
 Type of Institution: General/Teaching Hospital  
 Ownership Type: Other For-profit

The Medical Center Inc [120209]

The Medical Center Inc  
 710 Center Street  
 PO Box 951  
 Columbus, Georgia 31902  
 CEO/Local Director/President Name: Lance B. Duke  
 Joint Commission Approved? YES  
 Type of Institution: General/Teaching Hospital  
 Ownership Type: Hospital District or Authority

Veterans Affairs Medical Center (Atlanta) [120293]

Veterans Affairs Medical Center (Atlanta)  
 1670 Clairmont Road  
 Decatur, Georgia 30033  
 CEO/Local Director/President Name: Thomas S. Capello  
 Joint Commission Approved? YES  
 Type of Institution: General/Teaching Hospital  
 Ownership Type: Veterans Administration

WellStar Cobb Hospital [128065]

WellStar Cobb Hospital  
3950 Austell Road  
Austell, Georgia 30106  
CEO/Local Director/President Name: Gregory Simone, MD  
Joint Commission Approved? YES  
Type of Institution: General/Teaching Hospital  
Ownership Type: Other Non-profit

Comments

Dr. Eve J. Higginbotham became Dean in April 2006



**MEDICAL EDUCATION AFFILIATION AGREEMENT  
BETWEEN DEPARTMENT OF VETERANS AFFAIRS (VA),  
AND A SCHOOL OF MEDICINE  
AND ITS AFFILIATED PARTICIPATING INSTITUTIONS**

*Use when trainees are enrolled in an academic program accredited by the Liaison Committee for Medical Education (LCME) or the Accreditation Council for Graduate Medical Education (ACGME)*

Southeast Network (VISN 7)

VA NETWORK

Atlanta VA Medical Center

VA MEDICAL CARE FACILITY (including city and state)

Morehouse School of Medicine, Atlanta, GA

SCHOOL OF MEDICINE (including city and state)

AFFILIATED PARTICIPATING INSTITUTION #1 (including ACGME ID number, city, and state)

AFFILIATED PARTICIPATING INSTITUTION #2 (including ACGME ID number, city, and state)

AFFILIATED PARTICIPATING INSTITUTION #3 (including ACGME ID number, city, and state)

AFFILIATED PARTICIPATING INSTITUTION #4 (including ACGME ID number, city, and state)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, and the listed VA facilities, and the school of medicine and its affiliated participating institutions for the academic purposes of enhanced patient care, education, and research. A medical school and its affiliated institutions that are signatories to this document are collectively referred to as "partner institutions." All parties to the agreement have a shared responsibility for the academic enterprise. The partner institutions accept primary responsibility for the integrated education programs conducted with VA while VA retains full responsibility for the care of VA patients and administration of its operation. Additional responsibilities are delineated below.

**BACKGROUND**

The provision of education for future health care providers and the conduct of research are VA statutory missions. By virtue of the close relationships between VA and the nation's academic institutions, VA plays a

leadership role in reshaping the education of future health care professionals to help meet the complex scope of the nation's health care delivery system. It is the intent of VA to maintain its long-standing practice of effective affiliations with educational institutions for the purposes of contributing to continued excellence in VA patient care and conducting joint academic programs that address health manpower needs throughout VA and the nation.

An affiliation agreement promotes common standards for patient care, resident and student education, research, and staff appointments. The parties to the affiliation agreement also seek to avoid duplication of academic assets. The parties enter into this affiliation in a spirit of mutual benefit to be achieved through an equitable contribution of resources. The affiliation agreement is crucial to the partnership because it forms the philosophical and, in some cases, the legal basis for numerous specific agreements that may be executed between components of the affiliate and VA.

In entering into any agreements, VA and the affiliate have a responsibility to comply with federal laws and VA policies concerning conflicts of interest. The existence of an affiliation agreement does not guarantee that VA and the affiliate will enter into additional agreements. However, some institutions may have other agreements including contracts, memoranda of understanding, or other written agreements.

## **TERMS OF AGREEMENT**

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with school of medicine and its affiliated institutions. Through this affiliation agreement, a partnership is created to enable enhanced patient care, education, and research.

The partner institutions comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate against any person on the basis of race, color, national origin, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

When providing professional services covered by this agreement, protection of faculty members (except those providing services under a contract with VA) and trainees of the affiliated institution from personal liability while at a VA health care facility will be that which is provided under the Federal Employees Liability Reform and Tort Compensation Act 28 U.S.C.2679 (b)-(d).

## **RESPONSIBILITIES**

### **1. The school of medicine has the following responsibilities:**

A. Operate and manage the school of medicine and its associated residency programs and assume overall responsibility for the educational programs.

B. Maintain accreditation by the nationally recognized accreditation entities, the Liaison Committee for Medical Education (LCME) for medical students and the Accreditation Council for Graduate Medical Education (ACGME) for medical residents.

C. Encourage school of medicine faculty to accept positions as VA medical staff and assure that academic standards are met.



D. Enable school of medicine faculty appointments, appointments to school of medicine committees, and administrative positions for VA-based staff.

E. Recommend members for appointment to the VA Affiliation Partnership Council and its subcommittees. Members will include the medical school dean and senior faculty members from appropriate divisions of the medical school and affiliated participating institutions.

**2. The school of medicine and its affiliated participating institutions (partner institutions) have the following responsibilities:**

A. Maintain accreditation by the Accreditation Council for Graduate Medical Education (ACGME) for medical residents.

B. Authorize VA to receive from ACGME, and ACGME to provide VA, pursuant to a Memorandum of Understanding between VA and ACGME, letters of notification sent by ACGME to each institution having graduate medical education programs with which VA is affiliated.

C. Participate in the supervision of integrated academic programs at VA.

D. Select residents for academic programs involving VA, the school of medicine, and the affiliated participating institutions. Residents accepted for assignment at VA facilities must have the qualifications and credentials as agreed upon by the school of medicine, the affiliated participating institutions, and VA.

E. Develop educational program letters of agreement for each VA health facility that provides a resident with educational experience that is one month or longer in duration. These agreements must identify faculty who will teach, supervise, and evaluate resident performance; oversee duty hours; outline resident educational objectives; specify periods of resident assignment; and establish policies and procedures for maintaining resident education during the assignment.

**3. VA has the following responsibilities:**

A. Operate and manage the VA facility and maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and other accrediting entities.

B. Appoint qualified health care professionals, as appropriate, as full-time or part-time staff of the facility, who will provide supervision of trainees and provide veteran patient care.

C. Participate with the sponsoring institution in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.

D. Assure that staff with appropriate credentials will supervise trainees.

E. Establish minimal qualifications for trainees coming to VA for academic programs.

F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility.

G. Review and sign appropriate educational program letters of agreement prepared by the sponsoring institution for trainees.

H. Ensure that all trainees who will be assigned to VA receive appropriate VA appointments.

I. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.

J. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.

K. Encourage faculty appointments at the sponsoring institution for VA staff.

L. Appoint VA and appropriate sponsoring institution program faculty to the VA Partnership Council and its subcommittees. Program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

M. Conduct periodic reviews of academic programs and policies according to VA policies.

### **TERMINATION OF AFFILIATION AGREEMENT**

This affiliation agreement is in force until further notice and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

**SCHOOL OF MEDICINE AND AFFILIATED PARTICIPATING INSTITUTIONS  
SIGNATURE PAGES**

*Requires signature of Designated Institutional Official (DIO) for each affiliated  
participating institution listed on page one*

  
\_\_\_\_\_  
*Signature of DIO for the Affiliated Participating Institution #1*

5-29-08  
\_\_\_\_\_  
*Date of Signature*

Martha Elks, M.D., PhD  
\_\_\_\_\_  
*Typed Name of Individual Signing Above*

Associate Dean for Medical Education  
\_\_\_\_\_  
*Typed Title of Individual Signing Above*

Morehouse School of Medicine  
\_\_\_\_\_  
*Typed Name of Affiliated Participating Institution*

\_\_\_\_\_  
*Signature of DIO for the Affiliated Participating Institution #2*

\_\_\_\_\_  
*Date of Signature*

\_\_\_\_\_  
*Typed Name of Individual Signing Above*

\_\_\_\_\_  
*Typed Title of Individual Signing Above*

\_\_\_\_\_  
*Typed Name of Affiliated Participating Institution*

\_\_\_\_\_  
*Signature of Designated Legal Signer for the Affiliated Participating  
Institution #1*

\_\_\_\_\_  
*Date of Signature*

\_\_\_\_\_  
*Typed Name of Individual Signing Above*

\_\_\_\_\_  
*Typed Title of Individual Signing Above*

\_\_\_\_\_  
*Typed Name of Affiliated Participating Institution*

\_\_\_\_\_  
*Signature of Designated Legal Signer for the Affiliated Participating  
Institution #2*

\_\_\_\_\_  
*Date of Signature*

\_\_\_\_\_  
*Typed Name of Individual Signing Above*

\_\_\_\_\_  
*Typed Title of Individual Signing Above*

\_\_\_\_\_  
*Typed Name of Affiliated Participating Institution*

\_\_\_\_\_  
*Signature of DIO for the Affiliated Participating Institution #3*

\_\_\_\_\_  
*Signature of DIO for the Affiliated Participating Institution #4*

\_\_\_\_\_  
*Date of Signature*

\_\_\_\_\_  
*Date of Signature*

\_\_\_\_\_  
*Typed Name of Individual Signing Above*

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*Typed Name of Affiliated Participating Institution*

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*Typed Name of Affiliated Participating Institution*

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*Signature of Designated Legal Signer for the Affiliated Participating Institution #3*

\_\_\_\_\_  
*Signature of Designated Legal Signer for the Affiliated Participating Institution #4*

\_\_\_\_\_  
*Date of Signature*

\_\_\_\_\_  
*Date of Signature*

\_\_\_\_\_  
*Typed Name of Individual Signing Above*

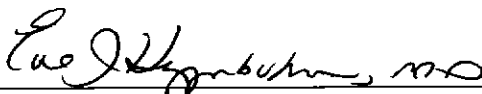
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*Typed Title of Individual Signing Above*

\_\_\_\_\_  
*Typed Name of Affiliated Participating Institution*

\_\_\_\_\_  
*Typed Name of Affiliated Participating Institution*


  
\_\_\_\_\_  
*Signature of Dean or Equivalent Responsible Official for the School of Medicine*

*May 28, 2008*  
\_\_\_\_\_  
*Date of Signature*

*Eve J. Higginbotham, M.D.*  
\_\_\_\_\_  
*Typed Name of Individual Signing Above*

*Dean*  
\_\_\_\_\_  
*Typed Title of Individual Signing Above*

DEPARTMENT OF VETERANS AFFAIRS SIGNATURE PAGE

  
\_\_\_\_\_  
*Signature of VA Designated Education Official*

6/4/08

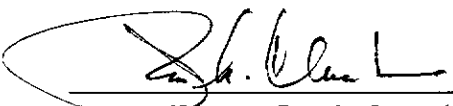
\_\_\_\_\_  
*Date of Signature*

Norberto Fas, MD

\_\_\_\_\_  
*Typed Name of Individual Signing Above*

Associate Chief of Staff for Education

\_\_\_\_\_  
*Typed Title of Individual Signing Above*

  
\_\_\_\_\_  
*Signature of Director or Equivalent Responsible Official for the VA Healthcare Facility*

6.6.08

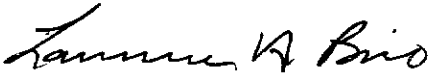
\_\_\_\_\_  
*Date of Signature*

James A. Clark, MPA

\_\_\_\_\_  
*Typed Name of Individual Signing Above*

Director, VA Medical Center (Atlanta)

\_\_\_\_\_  
*Typed Title of Individual Signing Above*

  
\_\_\_\_\_  
*Signature of VISN Director or Designee for Department of Veterans Affairs*

6-13-08


\_\_\_\_\_  
*Date of Signature*

Lawrence A. Biro

\_\_\_\_\_  
*Typed Name of Individual Signing Above*

Network Director, VISN 7

\_\_\_\_\_  
*Typed Title of Individual Signing Above*

  
\_\_\_\_\_  
*Signature of Chief Academic Affiliations Officer, VHA Office of Academic Affiliations, VA Central Office*

6/25/08

\_\_\_\_\_  
*Date of Signature*

Malcolm Cox, MD

\_\_\_\_\_  
*Typed Name of Individual Signing Above*

**Department of  
Veterans Affairs**

**Memorandum**

Date: June 22, 2010  
From: Chief Academic Affiliations Officer (14)  
Subj: House Staff Disbursement Agreement, Appendix C-- Rate Changes Effective July 1, 2010  
To: Director (00/05) VAMC Atlanta, GA

1. A copy of subject Appendix C is attached. Please check the document and bring any errors to the immediate attention of the Administrative Operations Staff, (14) at (202) 461-9594. If no errors are found, the document should be reproduced locally. Copies must be given to the disbursing agent, your Personnel and Fiscal Services, and any other staff involved in the disbursement process.
2. Additional funds required to support all positions funded for the current Academic Year based on this revised schedule should be requested as soon as possible. Where practical, the amount requested should be determined by actual payroll costs. Send or fax your request to the Chief Academic Affiliations Officer (14) identifying program (Medical or Dental), and quarterly distribution. The fax number is (202) 461-9855. Requests for additional funds may also be included with the Quarterly Needs/Excess report.

*Christopher J. Clarke*

for

Malcolm Cox, M.D.

Attachment

**Department of Veterans Affairs  
Office of Academic Affiliations**

Disbursing Worksheet

Year: 2010

Atlanta VAMC		Morehouse School of Medicine					Morehouse School of Medicine				
All		Medical Residents			Disbursement Agreement			Effective Date: 7/1/2010			Days: 350
Item	% +/-	Amt	PG1	PG2	PG3	PG4	PG5	PG6	PG7	PG8	
Stipend	0.00 %	\$0.00	\$46,622.00	\$48,986.00	\$50,910.00	\$53,130.00	\$57,533.00	\$0.00	\$0.00	\$0.00	
FICA	7.65 %	\$0.00	\$3,566.58	\$3,747.43	\$3,894.62	\$4,064.45	\$4,401.27	\$0.00	\$0.00	\$0.00	
Health Ins.	0.00 %	\$0.00	\$5,454.77	\$5,731.36	\$5,956.47	\$6,216.21	\$6,731.36	\$0.00	\$0.00	\$0.00	
Life Ins & Disb	0.00 %	\$0.00	\$489.53	\$514.35	\$534.56	\$557.87	\$604.10	\$0.00	\$0.00	\$0.00	
<b>Work Sheet Total:</b>		<b>\$56,132.88</b>	<b>\$58,979.14</b>	<b>\$61,295.65</b>	<b>\$63,968.53</b>	<b>\$69,269.73</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
Benefits		\$9,510.88	\$9,993.14	\$10,385.65	\$10,838.53	\$11,736.73	\$0.00	\$0.00	\$0.00	\$0.00	
Daily Rate		\$160.38	\$168.51	\$175.13	\$182.77	\$197.91	\$0.00	\$0.00	\$0.00	\$0.00	
J1 Rate		\$150.19	\$157.80	\$164.00	\$171.15	\$185.34	\$0.00	\$0.00	\$0.00	\$0.00	

**Notes:**

1. Assignment of residents above the PG5 level should be reviewed for consistency with VA policy (but does not require OAA review or approval).
2. Disbursement for a maximum of 350 days (365-15) of VA duty is permitted for each allocated position.
3. FICA rates must be reduced for residents who are ineligible for FICA, e.g., with J1 visas. An average or pro-rated FICA (taking into account the proportion of non-citizen with J1 visas) should be used.

Malcolm Cox, M.D.  
Chief Academic Affiliations Officer

**Department of Veterans Affairs  
Office of Academic Affiliations**

Disbursing Worksheet

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July 22, 2010



1001 Johnson Ferry Road NE  
Atlanta, Georgia 30342  
404-785-3782  
404-785-4892 fax  
[www.choa.org](http://www.choa.org)

William E. Booth  
Director, Graduate Medical Education  
Morehouse School of Medicine  
720 Westview Drive, SW  
Atlanta, GA 30310-7495

RE: 2010-2011 Affiliation Agreements for Eggleston Pediatric,  
Scottish Rite Pediatric and General Surgery rotations.

Dear Bill:

Please find enclosed fully executed copies of the affiliation agreements  
referenced above.

Should you have any questions please feel free to contact me at 404-  
785-3782.

Sincerely,

**Christina P. Fields**  
**GME/Residency Coordinator**  
**Children's Healthcare of Atlanta**  
**At Scottish Rite**

## RESIDENCY AFFILIATION AGREEMENT

This Agreement ("Agreement") is made and entered into by and between **Scottish Rite Children's Medical Center, Inc. d/b/a Children's Healthcare of Atlanta at Scottish Rite**, a Georgia nonprofit corporation, located at 1001 Johnson Ferry Road, Atlanta, Georgia, 30342 (hereinafter referred to as SCOTTISH RITE) and **Morehouse School of Medicine, Inc.** (hereinafter referred to as "MSM"), located at 720 Westview Drive SW, Atlanta, Georgia 30310.

WHEREAS, SCOTTISH RITE and MSM desire to enter into an agreement to provide pediatric experiences for Pediatric Residents in a clinical setting at SCOTTISH RITE as a part of the residency education program of MSM;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### I. PURPOSE

The purpose of this Agreement is to provide pediatric clinical learning experiences at SCOTTISH RITE to Pediatric Residents (hereinafter referred to as Residents) enrolled in the residency education program at MSM.

### II. TERMS AND CONDITIONS

Pursuant to the above stated purpose, the parties hereto agree as follows:

#### A. **Term**

The term of this Agreement shall be for a period of one (1) year commencing on **July 1, 2010**, and may be extended thereafter for consecutive one (1) year periods by mutual agreement of the parties, evidenced in writing and executed by authorized representatives of the parties.

#### B. **Termination**

Either party may terminate this Agreement upon giving ninety (90) days prior written notice to the other party. If either party defaults or fails in the performance of any term or provision of this Agreement and such default or failure continues for a period of thirty (30) days after written notice thereof from the other party, then the non-defaulting party may terminate this agreement. Such termination shall be effective on the sixtieth (60<sup>th</sup>) day following the date of written notice of default or failure from the non-defaulting party.

This Agreement also may be terminated by either party immediately upon written notice to the other party in the event of any action or threatened action by local, state, federal regulatory or accrediting bodies, or pursuant to any opinion by legal counsel to the effect that any provision of state or federal law or regulation creates a serious risk of assessment, sanction, penalty or other significant consequence to the party giving such notice.

#### C. **Discipline**

While at SCOTTISH RITE, Residents will be subject to the applicable policies and procedures of SCOTTISH RITE and Children's Health Care of Atlanta. SCOTTISH RITE at its sole discretion, may immediately remove from the premises and terminate the participation of any resident who poses a threat or danger to the health or safety of staff, patients or families at SCOTTISH RITE, who fails to comply with applicable SCOTTISH RITE policies and procedures, or whose performance of duties is determined by the SCOTTISH RITE Residency Program Director to be detrimental to the proper functioning of SCOTTISH RITE or that of MSM. The MSM Pediatrics Residency Program Director shall be contacted by the SCOTTISH RITE Residency Program

Director immediately regarding such action regarding the respective residents. Within five (5) working days of the date of the incident that caused SCOTTISH RITE to require a resident to be removed, the suspension shall be documented by an authorized representative from SCOTTISH RITE and submitted to the MSM Residency Program Director regarding the removal and/or the continued participation of the resident at SCOTTISH RITE. However, SCOTTISH RITE reserves the right to determine whether a resident's continued participation shall be in its interests.

#### **D. Specific Responsibilities**

The following duties shall be the specific responsibility of the designated party:

##### **1. MSM**

- a. Select, train and evaluate Residents assigned to SCOTTISH RITE according to the requirements and guidelines of the Accreditation Council for Graduate Medical Education (ACGME) and the American Board of Pediatrics.
- b. Maintain, as required by law and standards, a qualified and accredited residency program.
- c. Accept responsibility for the supervision of the health of Residents during their rotations through SCOTTISH RITE. Such supervision shall include, but not be limited to, requiring Residents to provide documentation to SCOTTISH RITE, on or before thirty (30) days prior to commencing rotation, of a PPD tuberculin test read within the past 12 months and proof of immunization or immunity from measles, mumps, and rubella (MMR), varicella and Hepatitis B.
- d. Assign Residents according to the block schedule approved no earlier than three (3) months in advance by SCOTTISH RITE'S Residency Program Director or his/her designee.
- e. Comply with SCOTTISH RITE'S requirement that Residents sign and abide by the Affirmation and Acknowledgment hereto attached and incorporated by reference herein as Exhibit A regarding a drug free work place and criminal background check.
- f. Ensure that the Residents assigned to SCOTTISH RITE comply with all applicable laws, standards, regulations, and policies and procedures of SCOTTISH RITE, MSM and the ACGME.
- g. Pay the resident's salary and benefits during the rotation.
- h. Invoice SCOTTISH RITE for the services of assigned residents monthly.

##### **2. SCOTTISH RITE**

- a. Maintain accreditation by the Joint Commission for Health Care Organizations (JCAHO) during the term of this Agreement.
- b. Provide Residents with an appropriate range of pediatric clinical inpatient, pulmonary, critical-intensive care and pediatric surgical experiences required for the educational training of Pediatric Residents.
- c. Provide administrative and clinical supervision of Residents through previously identified independent medical staff physicians.

- d. Within its established policies and procedures, provide Residents with access to relevant sources of information, including the patient information system, procedure books and reference materials.
- e. Provide conference space and storage space for personal articles to the extent available.
- f. Provide educational conferences covering specific pediatric cases at SCOTTISH RITE.
- g. Provide sleeping quarters for Residents, when on call, at SCOTTISH RITE.
- H May require a Resident to leave SCOTTISH RITE'S premises if he/she fails to abide by SCOTTISH RITE'S policies and procedures as outlined in paragraph II. C., above.
- i. Reimburse MSM for Residents Salary and Fringe benefits as submitted by monthly invoice for actual time on service rotations.

3. **MSM and SCOTTISH RITE**

- a. A description of residency educational activities and requirements, including goals, objectives and expectations shall be provided to SCOTTISH RITE as a part of a separate "Residency Program Letter of Agreement" submitted by the program director and agreed to by SCOTTISH RITE.
- b. Identified faculty physicians at SCOTTISH RITE will retain responsibility for a patient's treatment and they shall directly supervise the Resident's activities.
- c. Pediatric Residents will rotate at SCOTTISH RITE during their first (1<sup>st</sup>) and second (2<sup>nd</sup>) year. During the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year, Residents will do two (2) one (1) month inpatient ward rotations as defined and supervised by Pediatric faculty attending physicians. Also in the second (2<sup>nd</sup>) year, Residents do a one (1) month rotation in the Pediatric Pulmonology Unit as defined and supervised by the pediatric Pulmonologists and critical care physicians. Also, in the second (2<sup>nd</sup>) year, Residents will do a one (1) month rotation in Pediatric Surgery supervised by Pediatric faculty surgeons.
- d. A pediatric faculty physician on the medical staff at SCOTTISH RITE designated by the SCOTTISH RITE Residency Program Director shall serve as residency supervisor (hereinafter referred to as Supervisor). The Supervisor shall generally direct the Residents' experiences on-site during the assigned rotation. The Supervisor will provide a written evaluation of each Resident's performance. The Residents in-turn shall complete a written evaluation of the quality of the educational experience at SCOTTISH RITE.
- e. The appropriate Supervisor and the SCOTTISH RITE Residency Program Director shall be notified of disciplinary actions regarding the Residents rotating at SCOTTISH RITE. The MSM Residency Program Director shall be notified promptly when problems arise and shall assist in resolving any such problems.
- f. Residents will be assigned to night call duties no more than every fourth night and shall have twenty-four (24) hours off duty at least once every seven (7) days. Resident work hours shall not exceed eighty (80) consecutive hours averaged over a four (4) week period. A Resident's work day shall not exceed a maximum of thirty (30) hours with a ten (10) hour relief before the next reporting period.
- f. Elective rotations which are not a part of the regular curriculum and/or schedule will be allowed only with written approval of SCOTTISH RITE supervisors and the MSM Residency Program Director. Extracurricular assignments that require independent,

unsupervised physician responsibilities for patient care (moonlighting) are not approved within the framework of this educational agreement.

III. **INDEMNIFICATION**

Each party (the Indemnifying Party) agrees to indemnify and hold harmless each other party (the Indemnified Party), as well as the Indemnified Party's officers, directors and employees, together with their successors and assigns from any claim, damage, loss, expense, liability, obligation, action or case of action (including reasonable attorney fees) which the Indemnified Party, as well as its officers, directors and employees may or might sustain, pay or suffer, by reason of any act, omission or negligence by the Indemnifying Party. Notwithstanding the foregoing, the Indemnified Party reserves the right to choose legal counsel to represent the Indemnified Party for any purpose including investigation and/or litigation or any claim, or potential claim, made against the Indemnified Party. This section shall survive the termination of this Agreement.

IV. **INSURANCE**

- A. SCOTTISH RITE represents that it presently maintains professional and general liability insurance coverage, as deemed appropriate by SCOTTISH RITE, to protect its respective interests. Upon written request, SCOTTISH RITE shall furnish MSM with certificates evidencing such coverage. This clause shall survive the termination of this Agreement.
- B. MSM agrees to procure and maintain insurance necessary to protect itself, its trustees, officers and employees, Residents, staff and agents from liability in forms and limits acceptable to SCOTTISH RITE. Such insurance coverage shall include, but not be limited to, general liability, professional liability and workers' compensation insurance. MSM shall carry professional liability coverage in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate per Resident or faculty member and the organization, and workers' compensation in statutory amounts that will cover the Resident performing clinical activities at SCOTTISH RITE. MSM shall show proof of insurance coverage upon request. This provision shall survive the termination of this Agreement.
- C. SCOTTISH RITE and MSM agree to notify each other in writing within ten (10) days of any changes in the Professional Liability coverage.

V. **FEES**

- A. SCOTTISH RITE shall assess no fees to MSM for the use of SCOTTISH RITE's clinical resources; likewise, the Residents shall receive no direct remuneration from SCOTTISH RITE for services incidental to their clinical training.
- B. SCOTTISH RITE agrees to reimburse MSM, monthly, for the appropriate portion of the salary and benefit expenses paid to each Pediatric resident for the actual number of days assigned to SCOTTISH RITE. SCOTTISH RITE agrees to pay the amount shown on the invoice within fifteen days after receipt and verification of the same.

VI. **RELATIONSHIP**

This Agreement shall in no way be interpreted as creating an agency or employment between the parties. Residents shall not be construed as employees or agents of SCOTTISH RITE and supervising and attending independent Medical Staff members shall not be construed to be agents or employees of SCOTTISH RITE.

VII. **LAW**

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Georgia.

VIII. **SEVERABILITY**

If any provision is declared unenforceable by a court for any reason, that party's inability to comply with such provision shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

IX. **ASSIGNMENT**

The rights and obligations of SCOTTISH RITE hereunder shall inure to the benefit of and be binding upon the successors and assigns of SCOTTISH RITE. MSM shall not assign its rights and obligations under this Agreement without the prior written consent of SCOTTISH RITE.

X. **AMENDMENTS**

Any amendments to this Agreement shall be effective only if in writing and signed by all the parties hereto.

XI. **WAIVER**

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

XII. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties pertaining to the subject matter contained herein and supersedes all prior negotiations and agreements between the parties which are related to the subject matter in this Agreement, both oral and written.

XIII. **NOTICES**

Any notices or payments permitted or required by this Agreement shall be deemed to have been made on the day personally delivered in writing or deposited in the U.S. mail, postage prepaid, to the other party at the address set forth below or to any other address designated by the party by notice consistent with this section:

Morehouse School of Medicine, Inc.

Lawrence L. Sanders, Jr., MD., MBA  
Associate Dean for Clinical Affairs

William E. Booth, CM  
Director, Graduate Medical Education  
720 Westview Drive, SW  
Atlanta, GA 30310-1495

Children's Healthcare of Atlanta, Inc.

Beth Howell  
SVP, Academic Administration  
1600 Tullie Circle  
Atlanta, GA. 30329

XIV. **CONFIDENTIALITY**

MSM shall be responsible for confidentiality of all medical and health information pertaining to particular patients, all patient records and Residents' records being maintained at all times. MSM shall require that Residents become familiar with and will adhere to and comply with all laws, rules and regulations relating to patient privacy, physician-patient privilege and patient's rights to confidentiality as expressed in the standards of the HIPAA Privacy Rule implemented April 14, 2003.

XV. **OSHA COMPLIANCE**

SCOTTISH RITE and MSM acknowledge that protection of Residents from exposure to blood-borne pathogens is the joint concern of SCOTTISH RITE, MSM and the Resident. SCOTTISH RITE will make available to Residents for use within its facility all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control and Prevention (CDC) guidelines. SCOTTISH RITE shall provide Residents with education regarding blood-borne pathogens appropriate to the Resident's educational training and clinical activities at SCOTTISH RITE, and shall maintain documentation of such education. SCOTTISH RITE shall, to the extent allowed by law or regulation, offer to Residents at substantial risk of directly contacting body fluids, antibody and/or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration (OSHA) and Centers for Disease Control and Prevention (CDC). In the event of an exposure, to the extent allowed by law, MSM will be responsible for offering appropriate testing to the affected Resident, providing appropriate medical care and counseling, and record-keeping. SCOTTISH RITE will use its best efforts to appropriately test the source patient and to obtain the patient's consent to disclosure of test results to MSM and the Resident.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives have affixed their Signatures below:

CHILDREN'S HEALTHCARE OF ATLANTA, INC.

MOREHOUSE SCHOOL OF MEDICINE, INC.

BY: Beth Howell  
Beth Howell  
SVP, Academic Administration

BY: Lawrence L. Sanders, Jr.  
Lawrence L. Sanders, Jr., MD., MBA  
Associate Dean for Clinical Affairs

DATE: 7/1/2010

DATE: 6-30-2010

**EXHIBIT A  
AFFIRMATION AND ACKNOWLEDGMENT**

I certify and attest that I do not use any illegal drug(s) (i.e., not legally obtainable or legally obtainable but not legally obtained) or misuse legally obtained prescription drugs. I acknowledge that I have been informed of Children's Healthcare of Atlanta's commitment to maintain a drug free work place and further acknowledge that my use of illegal drugs and/or my misuse of legally obtained prescription drugs may result, at Children's Healthcare of Atlanta's sole discretion, in the immediate termination of my assignment for residency training at Children's Healthcare of Atlanta, Inc. I certify and attest that I have never been convicted of a felony or crime of moral turpitude and further certify that I have never been charged with a crime related to physical or sexual abuse of children.

---

Resident's Signature

Date

---

Name (please print)





## RESIDENCY AFFILIATION AGREEMENT

This Agreement ("Agreement") is made and entered into by and between **Scottish Rite Children's Medical Center, Inc. d/b/a Children's Healthcare of Atlanta at Scottish Rite**, a Georgia nonprofit corporation, located at 1001 Johnson Ferry Road, Atlanta, Georgia, 30342 (hereinafter referred to as SCOTTISH RITE) and **Morehouse School of Medicine, Inc.** (hereinafter referred to as "MSM"), located at 720 Westview Drive SW, Atlanta, Georgia 30310.

WHEREAS, SCOTTISH RITE and MSM desire to enter into an agreement to provide pediatric experiences for General Surgery Residents in a clinical setting at SCOTTISH RITE as a part of the residency education program of MSM;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### I. PURPOSE

The purpose of this Agreement is to provide pediatric surgical learning experiences at SCOTTISH RITE to General Surgery Residents (hereinafter referred to as Residents) enrolled in the residency education program at MSM.

### II. TERMS AND CONDITIONS

Pursuant to the above stated purpose, the parties hereto agree as follows:

#### A. **Term**

The term of this Agreement shall be for a period of one (1) year commencing on **July 1, 2010**, and may be extended thereafter for consecutive one (1) year periods by mutual agreement of the parties, evidenced in writing and executed by authorized representatives of the parties.

#### B. **Termination**

Either party may terminate this Agreement upon giving ninety (90) days prior written notice to the other party. If either party defaults or fails in the performance of any term or provision of this Agreement and such default or failure continues for a period of thirty (30) days after written notice thereof from the other party, then the non-defaulting party may terminate this agreement. Such termination shall be effective on the sixtieth (60<sup>th</sup>) day following the date of written notice of default or failure from the non-defaulting party.

This Agreement also may be terminated by either party immediately upon written notice to the other party in the event of any action or threatened action by local, state, federal regulatory or accrediting bodies, or pursuant to any opinion by legal counsel to the effect that any provision of state or federal law or regulation creates a serious risk of assessment, sanction, penalty or other significant consequence to the party giving such notice.

#### C. **Discipline**

While at SCOTTISH RITE, Residents will be subject to the applicable policies and procedures of SCOTTISH RITE and Children's Health Care of Atlanta. SCOTTISH RITE at its sole discretion, may immediately remove from the premises and terminate the participation of any resident who poses a threat or danger to the health or safety of staff, patients or families at SCOTTISH RITE, who fails to comply with applicable SCOTTISH RITE policies and procedures, or whose performance of duties is determined by the SCOTTISH RITE Residency Program Director to be detrimental to the proper functioning of SCOTTISH RITE or that of MSM. The MSM General Surgery Residency Program Director shall be contacted by the SCOTTISH RITE Residency

Program Director immediately regarding such action regarding the respective residents. Within five (5) working days of the date of the incident that caused SCOTTISH RITE to require a resident to be removed, the suspension shall be documented by an authorized representative from SCOTTISH RITE and submitted to the MSM Residency Program Director regarding the removal and/or the continued participation of the resident at SCOTTISH RITE. However, SCOTTISH RITE reserves the right to determine whether a resident's continued participation shall be in its interests.

**D. Specific Responsibilities**

The following duties shall be the specific responsibility of the designated party:

**1. MSM**

- a. Select, train and evaluate Residents assigned to SCOTTISH RITE according to the requirements and guidelines of the Accreditation Council for Graduate Medical Education (ACGME) and the American Board of Surgery.
- b. Maintain, as required by law and standards, a qualified and accredited residency program.
- c. Accept responsibility for the supervision of the health of Residents during their rotations through SCOTTISH RITE. Such supervision shall include, but not be limited to, requiring Residents to provide documentation to SCOTTISH RITE, on or before thirty (30) days prior to commencing rotation, of a PPD tuberculin test read within the past 12 months and proof of immunization or immunity from measles, mumps, and rubella (MMR), varicella and Hepatitis B.
- d. Assign Residents according to the block schedule approved no earlier than three (3) months in advance by SCOTTISH RITE'S Residency Program Director or his/her designee.
- e. Comply with SCOTTISH RITE'S requirement that Residents sign and abide by the Affirmation and Acknowledgment hereto attached and incorporated by reference herein as Exhibit A regarding a drug free work place and criminal background check.
- f. Ensure that the Residents assigned to SCOTTISH RITE comply with all applicable laws, standards, regulations, and policies and procedures of SCOTTISH RITE, MSM and the ACGME.
- g. Pay the resident's salary and benefits during the rotation.
- h. Invoice SCOTTISH RITE for the services of assigned residents monthly.

**2. SCOTTISH RITE**

- a. Maintain accreditation by the Joint Commission for Health Care Organizations (JCAHO) during the term of this Agreement.
- b. Provide Residents with an appropriate range of pediatric critical-intensive care and pediatric surgical experiences required for the educational training of General Surgery Residents.
- c. Provide administrative and clinical supervision of Residents through previously identified independent medical staff physicians.

- d. Within its established policies and procedures, provide Residents with access to relevant sources of information, including the patient information system, procedure books and reference materials.
- e. Provide conference space and storage space for personal articles to the extent available.
- f. Provide educational conferences covering specific pediatric cases at SCOTTISH RITE.
- g. Provide sleeping quarters for Residents, when on call, at SCOTTISH RITE.
- H May require a Resident to leave SCOTTISH RITE ' S premises if he/she fails to abide by SCOTTISH RITE ' S policies and procedures as outlined in paragraph II. C., above.
- i. Reimburse MSM for Residents Salary and Fringe benefits as submitted by monthly invoice for actual time on service rotations.

### 3. **MSM and SCOTTISH RITE**

- a. A description of residency educational activities and requirements, including goals, objectives and expectations shall be provided to SCOTTISH RITE as a part of a separate "Residency Program Letter of Agreement" submitted by the program director and agreed to by SCOTTISH RITE.
- b. Identified faculty physicians at SCOTTISH RITE will retain responsibility for a patient ' s treatment and they shall directly supervise the Resident ' s activities.
- c. General Surgical Residents will rotate at SCOTTISH RITE during their third (3rd) year of training. During the third (3rd) year, Residents will do one (1) two (2) month assignment as defined and supervised by Pediatric Surgery faculty attending physicians.
- d. A pediatric surgery faculty physician on the medical staff at SCOTTISH RITE designated by the SCOTTISH RITE Residency Program Director shall serve as residency supervisor (hereinafter referred to as Supervisor). The Supervisor shall generally direct the Residents ' experiences on-site during the assigned rotation. The Supervisor will provide a written evaluation of each Resident ' s performance. The Residents in-turn shall complete a written evaluation of the quality of the educational experience at SCOTTISH RITE.
- e. The appropriate Supervisor and the SCOTTISH RITE Residency Program Director shall be notified of disciplinary actions regarding the Residents rotating at SCOTTISH RITE. The MSM Residency Program Director shall be notified promptly when problems arise and shall assist in resolving any such problems.
- f. Residents will be assigned to night call duties no more than every fourth night and shall have twenty-four (24) hours off duty at least once every seven (7) days. Resident work hours shall not exceed eighty (80) consecutive hours averaged over a four (4) week period. A Resident ' s work day shall not exceed a maximum of thirty (30) hours with a ten (10) hour relief before the next reporting period.
- f. Elective rotations which are not a part of the regular curriculum and/or schedule will be allowed only with written approval of SCOTTISH RITE supervisors and the MSM Residency Program Director. Extracurricular assignments that require independent, unsupervised physician responsibilities for patient care (moonlighting) are not approved within the framework of this educational agreement.

III. **INDEMNIFICATION**

Each party (the Indemnifying Party) agrees to indemnify and hold harmless each other party (the Indemnified Party), as well as the Indemnified Party's officers, directors and employees, together with their successors and assigns from any claim, damage, loss, expense, liability, obligation, action or case of action (including reasonable attorney fees) which the Indemnified Party, as well as its officers, directors and employees may or might sustain, pay or suffer, by reason of any act, omission or negligence by the Indemnifying Party. Notwithstanding the foregoing, the Indemnified Party reserves the right to choose legal counsel to represent the Indemnified Party for any purpose including investigation and/or litigation or any claim, or potential claim, made against the Indemnified Party. This section shall survive the termination of this Agreement.

IV. **INSURANCE**

- A. SCOTTISH RITE represents that it presently maintains professional and general liability insurance coverage, as deemed appropriate by SCOTTISH RITE, to protect its respective interests. Upon written request, SCOTTISH RITE shall furnish MSM with certificates evidencing such coverage. This clause shall survive the termination of this Agreement.
- B. MSM agrees to procure and maintain insurance necessary to protect itself, its trustees, officers and employees, Residents, staff and agents from liability in forms and limits acceptable to SCOTTISH RITE. Such insurance coverage shall include, but not be limited to, general liability, professional liability and workers' compensation insurance. MSM shall carry professional liability coverage in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate per Resident or faculty member and the organization, and workers' compensation in statutory amounts that will cover the Resident performing clinical activities at SCOTTISH RITE. MSM shall show proof of insurance coverage upon request. This provision shall survive the termination of this Agreement.
- C. SCOTTISH RITE and MSM agree to notify each other in writing within ten (10) days of any changes in the Professional Liability coverage.

V. **FEES**

- A. SCOTTISH RITE shall assess no fees to MSM for the use of SCOTTISH RITE's clinical resources; likewise, the Residents shall receive no direct remuneration from SCOTTISH RITE for services incidental to their clinical training.
- B. SCOTTISH RITE agrees to reimburse MSM, monthly, for the appropriate portion of the salary and benefit expenses paid to each General Surgery resident for the actual number of days assigned to SCOTTISH RITE. SCOTTISH RITE agrees to pay the amount shown on the invoice within fifteen days after receipt and verification of the same.

VI. **RELATIONSHIP**

This Agreement shall in no way be interpreted as creating an agency or employment between the parties. Residents shall not be construed as employees or agents of SCOTTISH RITE and supervising and attending independent Medical Staff members shall not be construed to be agents or employees of SCOTTISH RITE.

VII. **LAW**

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Georgia.

VIII. **SEVERABILITY**

If any provision is declared unenforceable by a court for any reason, that party's inability to comply with such provision shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

IX. **ASSIGNMENT**

The rights and obligations of SCOTTISH RITE hereunder shall inure to the benefit of and be binding upon the successors and assigns of SCOTTISH RITE. MSM shall not assign its rights and obligations under this Agreement without the prior written consent of SCOTTISH RITE.

X. **AMENDMENTS**

Any amendments to this Agreement shall be effective only if in writing and signed by all the parties hereto.

XI. **WAIVER**

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

XII. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties pertaining to the subject matter contained herein and supersedes all prior negotiations and agreements between the parties which are related to the subject matter in this Agreement, both oral and written.

XIII. **NOTICES**

Any notices or payments permitted or required by this Agreement shall be deemed to have been made on the day personally delivered in writing or deposited in the U.S. mail, postage prepaid, to the other party at the address set forth below or to any other address designated by the party by notice consistent with this section:

Morehouse School of Medicine, Inc.

Lawrence L. Sanders, Jr., MD., MBA  
Associate Dean for Clinical Affairs

William E. Booth, CM  
Director, Graduate Medical Education  
720 Westview Drive, SW  
Atlanta, GA 30310-1495

Children's Healthcare of Atlanta, Inc.

Beth Howell  
SVP, Academic Administration  
1600 Tullie Circle  
Atlanta, GA. 30329

XIV. **CONFIDENTIALITY**

MSM shall be responsible for confidentiality of all medical and health information pertaining to particular patients, all patient records and Residents' records being maintained at all times. MSM shall require that Residents become familiar with and will adhere to and comply with all laws, rules and regulations relating to patient privacy, physician-patient privilege and patient's rights to confidentiality as expressed in the standards of the HIPAA Privacy Rule implemented April 14, 2003.

XV. **OSHA COMPLIANCE**

SCOTTISH RITE and MSM acknowledge that protection of Residents from exposure to blood-borne pathogens is the joint concern of SCOTTISH RITE, MSM and the Resident. SCOTTISH RITE will make available to Residents for use within its facility all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control and Prevention (CDC) guidelines. SCOTTISH RITE shall provide Residents with education regarding blood-borne pathogens appropriate to the Resident's educational training and clinical activities at SCOTTISH RITE, and shall maintain documentation of such education. SCOTTISH RITE shall, to the extent allowed by law or regulation, offer to Residents at substantial risk of directly contacting body fluids, antibody and/or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration (OSHA) and Centers for Disease Control and Prevention (CDC). In the event of an exposure, to the extent allowed by law, MSM will be responsible for offering appropriate testing to the affected Resident, providing appropriate medical care and counseling, and record-keeping. SCOTTISH RITE will use its best efforts to appropriately test the source patient and to obtain the patient's consent to disclosure of test results to MSM and the Resident.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives have affixed their Signatures below:

CHILDREN'S HEALTHCARE OF ATLANTA, INC.

MOREHOUSE SCHOOL OF MEDICINE, INC.

BY: Beth Howell  
Beth Howell  
SVP, Academic Administration

BY: Lawrence L. Sanders, Jr.  
Lawrence L. Sanders, Jr., MD., MBA  
Associate Dean for Clinical Affairs

DATE: 7/1/2010

DATE: 6-30-2010

**EXHIBIT A**  
**AFFIRMATION AND ACKNOWLEDGMENT**

I certify and attest that I do not use any illegal drug(s) (i.e., not legally obtainable or legally obtainable but not legally obtained) or misuse legally obtained prescription drugs. I acknowledge that I have been informed of Children's Healthcare of Atlanta's commitment to maintain a drug free work place and further acknowledge that my use of illegal drugs and/or my misuse of legally obtained prescription drugs may result, at Children's Healthcare of Atlanta's sole discretion, in the immediate termination of my assignment for residency training at Children's Healthcare of Atlanta, Inc. I certify and attest that I have never been convicted of a felony or crime of moral turpitude and further certify that I have never been charged with a crime related to physical or sexual abuse of children.

---

Resident's Signature

Date

---

Name (please print)





## RESIDENCY AFFILIATION AGREEMENT

This Agreement ("Agreement") is made and entered into by and between **Egleston Children's Hospital at Emory University, Inc. d/b/a Children's Healthcare of Atlanta at Egleston**, a Georgia nonprofit corporation, with a location at 1405 Clifton Road, Atlanta, Georgia, 30322 (hereinafter referred to as "EGLESTON"), and **Morehouse School of Medicine, Inc.** located at 720 Westview Drive SW, Atlanta, Georgia 30310 (hereinafter referred to as "MSM").

WHEREAS, EGLESTON and MSM desire to enter into an agreement to provide pediatric experiences for Pediatric Residents in a clinical setting at EGLESTON as a part of the residency education program of MSM;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### I. PURPOSE

The purpose of this Agreement is to provide pediatric clinical learning experiences at EGLESTON to Pediatric Residents (hereinafter referred to as "Residents") enrolled in the residency education program at MSM.

### II. TERMS AND CONDITIONS

Pursuant to the above stated purpose, the parties hereto agree as follows:

#### A. **Term**

The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2010, and, may be extended for one (1) year periods thereafter by mutual agreement of the parties evidenced in writing and executed by authorized representatives of the parties.

#### B. **Termination**

Either party may terminate this Agreement upon giving ninety (90) days prior written notice to the other party. If either party defaults or fails in the performance of any term or provision of this Agreement and such default or failure continues for a period of thirty (30) days after written notice thereof from the other party, then the non-defaulting party may terminate this Agreement. Such termination shall be effective on the sixtieth (60<sup>th</sup>) day following the date of written notice of default or failure from the non-defaulting party.

This Agreement also may be terminated by either party immediately upon written notice to the other party in the event of any action or threatened action by local, state, federal regulatory or accrediting bodies, or pursuant to any opinion by legal counsel to the effect that any provision of state or federal law or regulation creates a serious risk of assessment, sanction, penalty or other significant consequence to the party giving such notice.

#### C. **Discipline**

While at EGLESTON, Residents will be subject to the applicable policies and procedures of EGLESTON. EGLESTON at its sole discretion, may immediately remove from the premises and terminate the participation of any resident who poses a threat or danger to the health or safety of staff patients or families at EGLESTON, who fails to comply with applicable EGLESTON policies and procedures, or whose performance of duties is determined by the EGLESTON Residency Program Director to be detrimental to the proper functioning of EGLESTON or that of MSM. The MSM Pediatrics Residency Program Director shall be contacted by the EGLESTON Residency Program Director immediately regarding such action regarding the respective residents. Within five

(5) working days of the date of the incident that caused EGGLESTON to require a resident to be removed, the suspension shall be documented by an authorized representative from EGGLESTON and submitted to the MSM Residency Program Director regarding the removal and/or the continued participation of the resident at EGGLESTON. However, EGGLESTON reserves the right to determine whether a Resident's continued participation shall be in its interests.

#### **D. Specific Responsibilities**

The following duties shall be the specific responsibility of the designated party:

##### **1. MSM**

- a. Select, train and evaluate Residents assigned to EGGLESTON according to the requirements and guidelines of the Accreditation Council for Graduate Medical Education (ACGME) and the American Board of Pediatrics.
- b. Maintain, as required by law and standards, a qualified and accredited residency program.
- c. Accept responsibility for the supervision of the health of Residents during their rotations through EGGLESTON. Such supervision shall include, but not be limited to, requiring Residents to provide documentation to EGGLESTON, on or before thirty (30) days prior to commencing rotation, of a PPD tuberculin test read within the past twelve (12) months and proof of immunization or immunity from measles, mumps, and rubella (MMR), varicella and Hepatitis B.
- d. Assign Residents according to the block schedule approved no earlier than three (3) months in advance by EGGLESTON's Residency Program Director or his/her designee.
- e. Comply with EGGLESTON's requirement that Residents sign and abide by the Affirmation and Acknowledgment hereto attached and incorporated by reference herein as Exhibit A regarding a drug free work place and criminal background check.
- f. Ensure that the Residents assigned to EGGLESTON comply with all applicable laws, standards, regulations, and policies and procedures of EGGLESTON, MSM and the ACGME.
- g. Pay the Residents salary and benefits during the rotation.
- h. Invoice EGGLESTON for the services of assigned residents monthly.

##### **2. EGLESTON**

- a. Maintain accreditation by the Joint Commission for Health Care Organizations (JCAHO) during the term of this Agreement.
- b. Provide Residents with an appropriate range of emergency medicine and critical-intensive care inpatient pediatric clinical experiences required for the educational training of Pediatric Residents.
- c. Provide administrative and clinical supervision of Residents through previously identified independent medical staff physicians.
- d. Within its established policies and procedures, provide Residents with access to relevant sources of information, including the patient information system, procedure books and reference materials.
- e. Provide conference space and storage space for personal articles to the extent available.

- f. Provide educational conferences covering specific pediatric cases at EGGLESTON.
- g. Provide sleeping quarters for Residents, when on call, at EGGLESTON.
- H May require a Resident to leave EGGLESTON's premises if he/she fails to abide by EGGLESTON's policies and procedures as outlined in paragraph II. C., above.
- i. Reimburse MSM for Resident Salary and Fringe benefits as submitted by monthly invoice for actual time on service rotations.

### 3. **MSM and EGGLESTON**

- a. A description of residency educational activities and requirements, including goals, objectives and expectations shall be provided to EGGLESTON as a part of a separate "Residency Program Letter of Agreement" submitted by the program director and agreed to by EGGLESTON.
- b. Identified faculty physicians at EGGLESTON will retain responsibility for a patient's treatment and they shall directly supervise the Resident's activities.
- c. Pediatric Residents will rotate at EGGLESTON during their second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year. During the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year, Residents will do a one (1) month rotation in the Pediatric Emergency Room as defined and supervised by Pediatric Emergency Medicine physicians. Also in the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year, Residents do a one (1) month rotation in the Pediatric Intensive Care Unit (PICU) as defined and supervised by the pediatric critical care physicians.
- d. A pediatric faculty physician on the medical staff at EGGLESTON designated by the EGGLESTON Residency Program Director shall serve as residency supervisor (hereinafter referred to as "Supervisor"). The Supervisor shall generally direct the Residents' experiences on-site during the assigned rotation. The Supervisor will provide a written evaluation of each Resident's performance. The Residents in-turn shall complete a written evaluation of the quality of the educational experience at EGGLESTON.
- e. The appropriate Supervisor and the EGGLESTON Residency Program Director shall be notified of disciplinary actions regarding the Residents rotating at EGGLESTON. The MSM Residency Program Director shall be notified promptly when problems arise and shall assist in resolving any such problems.
- f. Residents will be assigned to night call duties no more than every fourth (4<sup>th</sup>) night and shall have twenty-four (24) hours off duty at least once every seven (7) days. Resident work hours shall not exceed eighty (80) consecutive hours-averaged over a four (4) week period. A Resident work day shall not exceed a maximum of thirty (30) hours with a ten (10) hour relief before the next reporting period.
- g. Elective rotations which are not a part of the regular curriculum and/or schedule will be allowed only with written approval of EGGLESTON supervisors and the MSM Residency Program Director. Extracurricular assignments that require independent, unsupervised physician responsibilities for patient care (moonlighting) are not approved within the framework of this educational agreement.

### III. **INDEMNIFICATION**

Each party (the Indemnifying Party) agrees to indemnify and hold harmless each other party (the Indemnified Party), as well as the Indemnified Party's officers, directors and employees, together with their successors and assigns from any claim, damage, loss, expense, liability, obligation, action or case of action (including reasonable attorney fees) which the Indemnified Party, as well as its officers, directors and employees may or might sustain, pay or suffer, by reason of any act, omission or

negligence by the Indemnifying Party. Notwithstanding the foregoing, the Indemnified Party reserves the right to choose legal counsel to represent the Indemnified Party for any purpose including investigation and/or litigation or any claim, or potential claim, made against the Indemnified Party. This section shall survive the termination of this Agreement.

#### IV. **INSURANCE**

- A. EGLESTON represents that it presently maintains professional and general liability insurance coverage, as deemed appropriate by EGLESTON, to protect its respective interests. Upon written request, EGLESTON shall furnish MSM with certificates evidencing such coverage. This clause shall survive the termination of this Agreement.
- B. MSM agrees to procure and maintain insurance necessary to protect itself, its trustees, officers, employees, Residents, staff and agents from liability in forms and limits acceptable to EGLESTON. Such insurance coverage shall include, but not be limited to, general liability, professional liability and workers' compensation insurance. MSM shall carry professional liability coverage in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate per Resident or faculty member and the organization, and workers' compensation in statutory amounts that will cover the Resident performing clinical activities at EGLESTON. MSM shall show proof of insurance coverage upon request. This provision shall survive the termination of this Agreement.
- C. EGLESTON and MSM agree to notify each other in writing within ten (10) days of any changes in the Professional Liability coverage.

#### V. **FEES**

- A. EGLESTON shall assess no fees to MSM for the use of EGLESTON's clinical resources; likewise, the Residents shall receive no direct remuneration from EGLESTON for services incidental to their clinical training.
- B. EGLESTON agrees to reimburse MSM, monthly, for the appropriate portion of the salary and benefit expenses paid to each Pediatric resident for the actual number of days assigned to EGLESTON. EGLESTON agrees to pay the amount shown on the invoice within fifteen (15) days after receipt and verification of the same.

#### VI. **RELATIONSHIP**

This Agreement shall in no way be interpreted as creating an agency or employment between the parties. Residents shall not be construed as employees or agents of EGLESTON and supervising and attending independent Medical Staff members shall not be construed to be agents or employees of EGLESTON.

#### VII. **LAW**

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Georgia.

#### VIII. **SEVERABILITY**

If any provision is declared unenforceable by a court for any reason, that party's inability to comply with such provision shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

IX. **ASSIGNMENT**

The rights and obligations of EGLESTON hereunder shall inure to the benefit of and be binding upon the successors and assigns of EGLESTON. MSM shall not assign its rights and obligations under this Agreement without the prior written consent of EGLESTON.

X. **AMENDMENTS**

Any amendments to this Agreement shall be effective only if in writing and signed by all the parties hereto.

XI. **WAIVER**

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

XII. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties pertaining to the subject matter contained herein and supersedes all prior negotiations and agreements between the parties which are related to the subject matter in this Agreement, both oral and written.

XIII. **NOTICES**

Any notices or payments permitted or required by this Agreement shall be deemed to have been made on the day personally delivered in writing or deposited in the U.S. mail, postage prepaid, to the other party at the address set forth below or to any other address designated by the party by notice consistent with this section:

Morehouse School of Medicine, Inc.: Lawrence L. Sanders, Jr., MD., MBA  
Associate Dean for Clinical Affairs

William E. Booth, CM  
Director, Graduate Medical Education  
720 Westview Drive, SW  
Atlanta, GA 30310-1495

Children's Healthcare of Atlanta, Inc.: Beth Howell  
SVP, Academic Administration  
1600 Tullie Circle  
Atlanta, GA. 30329

XIV. **CONFIDENTIALITY**

MSM shall be responsible for confidentiality of all medical and health information pertaining to particular patients, all patient records and Resident's records being maintained at all times. MSM shall require that Residents become familiar with and will adhere to and comply with all laws, rules and regulations relating to patient privacy, physician-patient privilege and patient's rights to confidentiality as expressed in the standards of the HIPAA Privacy Rule implemented April 14, 2003.

XV. **OSHA COMPLIANCE**

EGLESTON and MSM acknowledge that protection of Residents from exposure to blood-borne pathogens is the joint concern of EGLESTON, MSM and the Resident. EGLESTON will make available to Residents for use within its facility all personal protective equipment, including gloves,

gowns, masks, and other supplies necessary to comply with Centers for Disease Control and Prevention (CDC) guidelines. EGGLESTON shall provide Residents with education regarding blood-borne pathogens appropriate to the Resident's educational training and clinical activities at EGGLESTON, and shall maintain documentation of such education. EGGLESTON shall, to the extent allowed by law or regulation, offer to Residents at substantial risk of directly contacting body fluids, antibody and/or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration (OSHA) and Centers for Disease Control and Prevention (CDC). In the event of an exposure, to the extent allowed by law, MSM will be responsible for offering appropriate testing to the affected Resident, providing appropriate medical care and counseling, and record-keeping. EGGLESTON will use its best efforts to appropriately test the source patient and to obtain the patient's consent to disclosure of test results to MSM and the Resident.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives have affixed their Signatures below:

CHILDREN'S HEALTHCARE OF ATLANTA, INC.

MOREHOUSE SCHOOL OF MEDICINE, INC.

BY: Beth Howell  
Beth Howell  
SVP, Academic Administration

BY: Lawrence L. Sanders, Jr.  
Lawrence L. Sanders, Jr., MD., MBA  
Associate Dean for Clinical Affairs

DATE: 7/1/2010

DATE: 6-30-2010

**EXHIBIT A  
AFFIRMATION AND ACKNOWLEDGMENT**

I certify and attest that I do not use any illegal drug(s) (i.e., not legally obtainable or legally obtainable but not legally obtained) or misuse legally obtained prescription drugs. I acknowledge that I have been informed of Children's Healthcare of Atlanta's commitment to maintain a drug free work place and further acknowledge that my use of illegal drugs and/or my misuse of legally obtained prescription drugs may result, at Children's Healthcare of Atlanta's sole discretion, in the immediate termination of my assignment for residency training at Children's Healthcare of Atlanta, Inc. I certify and attest that I have never been convicted of a felony or crime of moral turpitude and further certify that I have never been charged with a crime related to physical or sexual abuse of children.

---

Resident's Signature

Date

---

Name (please print)





**MOREHOUSE SCHOOL OF MEDICINE  
OFFICE OF GRADUATE MEDICAL EDUCATION  
EMAIL LETTER**

June 10, 2010

Children's Healthcare of Atlanta  
Bill Lee  
Executive Director  
Medical Staff Administration and  
Physician Hospital Organization  
[bill.lee@choa.org](mailto:bill.lee@choa.org)

Dear Mr. Lee:

The following are the projected rotations at CHOA Scottish Rite and CHOA Egleston. Projections are that there will be Two PGY 2- Surgery residents rotating within Scottish Rite for 2010-2011, on a predetermined schedule. In addition, rotation projections are presented for Pediatric Residents at both Scottish Rite and Egleston for 2010-2011. This documentation is for financial information and planning purposes for both institutions.

<b>Surgery Residents @ Scottish Rite</b>	<b>Stipend Rate</b>	<b>Rotation Period</b>	<b>FTE</b>	<b>Totals</b>
2 PGY 3- Residents	\$49,921.00	2 months ea. (2) Peds Surg	0.33	\$16,640.33
<b>Salary Sub-Total Surgery (SR)</b>				<b>\$16,640.33</b>
Fringe @ 20.40%				\$3,394.63
<b>Total Surgery</b>			<b>0.33</b>	<b>\$20,034.96</b>
<b>Pediatric Residents @ Scottish Rite</b>	<b>Stipend Rate</b>	<b>Rotation Period</b>	<b>FTE</b>	<b>Totals</b>
6 PGY 1- Residents	\$45,717.00	2 months ea (2) Gen Peds	1.00	\$45,717.00
6 PGY 2- Residents	\$48,035.00	4 months ea (2) Gen Peds, (1) Pulm (1) Ped Surg	2.00	\$96,070.00
1 PGY 3- Residents	\$49,921.00	1 month ea (1) Peds Surg	0.08	\$4,160.08
<b>Salary Sub-Total Pediatrics</b>				<b>\$145,947.08</b>
Fringe @ 20.40%				\$29,773.20
<b>Total Pediatrics (SR)</b>			<b>3.08</b>	<b>\$175,720.28</b>



**AFFILIATION AGREEMENT**

**Between**

**Morehouse School of Medicine, Inc.**

**And**

**The Fulton-DeKalb Hospital Authority**

**January 1, 2001**

1/20/2011

This agreement is currently  
under review to affect  
revision —

heads: H. Jordan

D. Butler

K. Sanders

S. Watson

**AFFILIATION AGREEMENT**  
**Between**  
**Morehouse School of Medicine, Inc.**  
**And**  
**The Fulton-DeKalb Hospital Authority**  
**January 1, 2001**

This Affiliation Agreement (Agreement) is made and entered into as of January 1, 2001, between THE FULTON- DEKALB HOSPITAL AUTHORITY (The Authority), a hospital authority created pursuant to the laws of Georgia which operates a modern medical center known as Grady Memorial Hospital and the Grady Health System (Grady) and the Morehouse School of Medicine, Inc. (MSM) an educational institution incorporated under the laws of Georgia.

### **STATEMENT OF BACKGROUND**

Pursuant to a contract with Fulton and DeKalb Counties (the Counties), The Authority was created for the following purposes: (1) to acquire and operate hospitals and other health care facilities in and for the Counties; (2) to minister to the sick residents of the Counties; (3) to assume the care and treatment of the indigent sick of the Counties; and (4) to care for those sick or injured in emergency cases where the accident or emergency occurred within either of the Counties.

Consistent with said purposes and with the contract among The Authority and the Counties, and to the extent determined by The Authority's Board of Trustees, The Authority was further created to operate a modern medical center known as Grady Memorial Hospital and the Grady Health System for the following purposes: (5) to conduct educational activities related to rendering care to the sick and injured; (6) to prevent disease; (7) to promote scientific research related to the care of the sick; (8) to participate in activities designed and carried on to promote the general health of the community; (9) to be an advocate for the Patients of its facilities and their families and to provide leadership in maintaining quality for the indigent residents of the Counties; and (10) to undertake managed health care activities to promote the wellbeing of the sick, alone or through the formation of healthcare networks in conjunction with medical school and community-based physicians.

The care of the indigent sick residents of the Counties is the primary purpose and obligation of The Authority and all other activity must contribute to such patient care program.

MSM is an historically Black institution established to recruit and train minority and other students as physicians and biomedical scientists committed to the primary health care needs of the underserved. MSM trains physicians, conducts medical research and otherwise engages in efforts to improve care for the sick and injured.

Pursuant to an agreement dated January 1, 1990, MSM has for the last ten years, in conjunction with Emory University School of Medicine (Emory), provided supervision and direction of professional care of Patients at The Authority's facilities, provided supervision of the residency programs and participated in teaching programs, research, and disease prevention/health promotion initiatives at such facilities.

The contractual arrangement between The Authority and MSM has contributed greatly to the ability of The Authority to provide high quality health care services for Patients at The Authority's facilities, and such arrangement likewise has benefited MSM. MSM is committed to the purpose and mission of The Authority and recognizes its obligation to ensure that the clinical services provided by its faculty, residents and students are of high quality, cost effective, and patient-focused and that services are delivered with compassion, respect and dignity. The Authority and MSM wish to continue the relationship which has been beneficial to both institutions in accordance with the terms of this Agreement.

Now, THEREFORE, for and in consideration of the mutual benefits hereunder and other good and valuable consideration, The Authority and MSM agree as follows:

1.  
DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth in this Section 1, unless otherwise clearly required by the context in which such term is used.

- (a) Active Medical Staff - The term "Active Medical Staff" shall mean all physicians appointed to the Grady Health System Active Medical Staff in accordance with the procedures outlined in the Grady Medical Staff By-laws.
- (b) Community Physicians –The term "Community Physicians" shall mean physicians who meet the qualifications and requirements for membership, are appointed to membership on the Active Medical Staff and who do not hold faculty appointments at MSM or at Emory.
- (c) FTE - The term "FTE" or "full time equivalent" shall mean 2080 hours of service per year or 40 hours per week times 52 weeks.
- (d) Honorary Staff - The term "Honorary Staff" shall mean physicians who are not active at Grady and who are honored by emeritus positions as outlined in the Grady Medical Staff By-laws.
- (e) Hospital Policies - The term "Hospital Policies" shall mean and include The Fulton-DeKalb Hospital Authority By-laws and Rules and Regulations, Grady Medical Staff By-laws and Rules and Regulations, other written policies and procedures of the Grady Health System, all as adopted or approved from time to time by The Authority, or its duly authorized officers or administrators.
- (f) House Staff - The term " House Staff" shall mean the resident physicians and fellows who are enrolled in approved residency training programs established by MSM and Emory and who are assigned to the Grady Health System.



- (g) Medical Staff - The term "Medical Staff" shall mean the Active Medical Staff, the Visiting Staff and the Honorary Staff.
- (h) MMA - The term MMA shall mean Morehouse Medical Associates, Inc., the faculty practice plan for MSM.
- (i) Patients - The term "Patients" shall mean the inpatients and outpatients of the Grady Health System.
- (j) Physician's Assistants - The term "Physician's Assistants" shall mean skilled persons qualified by academic and practical training to provide patients' services under the personal direction or supervision of a physician, as defined in Section 43-34-102(5) of the Official Code of Georgia Annotated.
- (k) Physician Services to Patients – The term "Physician Services to Patients" shall mean physician services furnished to Patients and supervision of interns and residents furnishing care to Patients in a teaching hospital, as set forth in 42 C.F.R. § 415.102.
- (l) Provider Services – The term "Provider Services" shall mean medical services furnished by Medical Staff physicians to Grady for the benefit of the general patient population, as defined in 42 C.F.R. § 415.55.
- (m) Scientific Staff - The term "Scientific Staff" shall mean health professionals such as clinical psychologists, radiation physicists, podiatrists and other technical and paramedical specialists assigned to the various Services and used commensurate with their skill and scope of their lawful practice.

- (n) Visiting Staff - The term "Visiting Staff" shall mean physicians who are on the clinical faculty of MSM or Emory and appointed to the Visiting Staff as outlined in the Grady Medical Staff By-laws.

**2.  
RESPONSIBILITY FOR HOSPITAL SERVICES,  
PROVIDER SERVICES AND PHYSICIAN SERVICES**

The Authority has the duty to provide medical care, treatment and hospitalization to the indigent sick of the Counties and to certain other persons. This duty will be performed, subject to the availability and means necessary to performance, by continuing to operate Grady and causing it to furnish the usual facilities for inpatients and outpatients and the services reasonably necessary to the practice of medicine and surgery.

Both parties are aware that the ultimate responsibility for adequate professional care of Patients at Grady is by law vested in The Authority, and The Authority shall discharge this responsibility (1) by having Grady provide all space, equipment, supplies and all personnel other than the Medical Staff, House Staff and Scientific Staff necessary for the operation of Grady; and (2) entering into separate Affiliation Agreements with MSM and with Emory for assignment to the House Staff of resident physicians needed for the proper delivery of hospital and other health care services.

The Authority also recognizes the need for professional supervision and direction of the House Staff. Accordingly, appropriate authority and responsibility for the supervision and direction of professional physician care of Patients by staff provided by MSM in accordance with this Agreement at Grady is delegated to MSM by The Authority, to the extent authorized by The Fulton-DeKalb Hospital Authority Bylaws, and this Agreement and by law. Grady understands and agrees that certain of the services to be provided by MSM hereunder may be provided through MSM's faculty practice plan.

Notwithstanding such delegation, however, the Board of Trustees of The Fulton-DeKalb Hospital Authority shall retain ultimate responsibility for all actions taken.

MSM accepts such authority and responsibility, along with the duties and obligations that are incident thereto.

Grady shall continue to be used as a major teaching affiliate by MSM upon the terms and conditions herein set forth. MSM shall organize, supervise and direct all professional services rendered to Patients at Grady by the MSM Medical Staff under these conditions.

MSM shall conduct undergraduate, graduate, continuing medical education and research programs at Grady in clinical disciplines and research areas mutually agreed upon by both parties from time to time. The clinical disciplines to support MSM medical education programs include, but are not limited to, Internal Medicine, Obstetrics and Gynecology, Pediatrics, Psychiatry, Public Health-Preventive Medicine, Family Practice and General Surgery (the Clinical Services).

MSM shall furnish to The Authority the House Staff and Medical Staff for each of the MSM Clinical Services to provide supervision and administrative and teaching services for the benefit of Patients treated at Grady through both the established MSM Clinical Services and other clinical services which may be established by written agreement in collaboration with Emory. MSM acknowledges that initiation of new MSM Clinical Services or new Emory clinical services requires consultation with and the written agreement of Grady, Emory and MSM. The supervision of all medical and surgical services rendered by the MSM Medical Staff and the MSM House Staff shall be under the direction of the MSM Chiefs of Service at Grady, subject to the retention of ultimate authority and responsibility by the Board of Trustees of The Fulton-DeKalb Hospital Authority.

### 3. COLLABORATIVE USE OF HOSPITAL FACILITIES

MSM shall collaborate with Emory and with Grady in the equitable use of clinical teaching facilities and to ensure high quality, cost effective and patient-focused care of

Patients at Grady. MSM and Emory shall delineate and administer the arrangements required for effective collaboration at Grady.

This Agreement acknowledges that all medical education programs at Grady exist pursuant to contracts between The Authority and MSM and The Authority and Emory. The implementation or adjustment of any Clinical Services or medical education programs that would impact the operations of any of these three parties, including use of Community Physicians in accordance with Article 4 hereof, shall require consultation and/or collaboration among the three parties. Important to this Agreement is the development and maintenance of a high quality medical education program by MSM at Grady.

#### **4. MAINTENANCE OF ACCREDITATION OF EDUCATIONAL PROGRAMS**

Accreditation standards for graduate medical education require the provision of an adequate clinical instructional setting including inpatient care, ambulatory care, data and clinical records, necessary to support services and programs and processes for the education of residents and medical students. The Authority agrees to provide such hospital space, outpatient facilities and equipment at Grady, related clinics and other facilities to support and foster a successful program of medical education, patient care, and research. MSM faculty will serve as active members of such committees and other forums to ensure access to these educational support functions and processes. MSM faculty physicians and residents shall participate in quality improvement, case management and other activities to monitor patient care activities at Grady.

To maintain accreditation of its medical education programs, MSM must have access to sufficient numbers of Patients. MSM shall be responsible for a negotiated share (no less than 25%, or such other share as the parties mutually agree to in writing) of the care of Patients at Grady to be determined and monitored from time to time, as part of this Agreement.

When Grady has a documented professional service need not currently met by its Medical Staff, The Authority shall give Emory and MSM written notice and documentation of such unmet need. Upon such notice, MSM and Emory will respond promptly, and at least within forty-five (45) business days, regarding their ability and willingness to meet the professional service need within the time frame requested by The Authority. If Emory and MSM both are able and willing to meet such professional service needs, the proper allocation between Emory and MSM will be determined by the Senior Vice President for Medical Affairs, after consultation with the MSM/Grady Committee and the Emory/Grady Committee and the Medical School Relations Committee. If neither MSM nor Emory is able and willing to provide the professional services after such written notification and consultation, then The Authority shall provide written notification to MSM and Emory of its intent to seek Community Physicians to meet the professional service needs after consultation with the Medical School Relations Committee. No Community Physicians will be recruited or engaged by Grady, directly or indirectly, who are on the faculty of MSM at the time an unmet need is identified. In the event an unmet need is filled by utilization of Community Physicians, and Community Physicians cease to meet such need, The Authority will again give notice and an opportunity to respond in accordance with the procedures set forth in this Article 4.

Community Physicians admitted to the Active Medical Staff shall be assigned to patient care programs at Grady as determined by the Chief Medical Officer and by the Chief(s) of the Clinical Service(s) to which such Community Physician is assigned. Community Physicians shall work directly under the Chiefs of the various Clinical Services as assigned and as directed by such Chiefs, subject to the authority of the Medical Executive Committee and of The Authority.

## 5.

### **TERMS OF AGREEMENT AND PROVISION FOR TERMINATION**

The term of this Agreement shall commence as of January 1, 2001, and shall continue through June 30, 2013, unless terminated sooner in accordance with the provisions of

this Agreement. If either party desires not to renew the Agreement at the expiration of the initial term or any successive term, such party shall give the other party twelve (12) months prior written notice of the intent not to renew. If neither party has notified the other party that the Agreement shall not be renewed, the parties shall commence review and negotiation of a renewal agreement at least ninety (90) days prior to the end of the then current term.

If either party defaults or fails in the performance of any material term or provision of this Agreement and such default or failure continues for a period of thirty (30) days after written notice from the other party, then the non-defaulting party may terminate this Agreement, effective on the 60<sup>th</sup> day following the date of written notice of default or failure from the non-defaulting party.

This Agreement may be terminated by either party upon not less than thirty (30) days prior written notice to the other party specifying the date on which termination will become effective, in the event of any action or threatened action by local, state, or federal government or accrediting bodies, or any opinion by legal counsel to the effect that any provision of State or federal law or regulation creates a serious and material risk of assessment, sanction, penalty or other significant consequence to the party giving such notice. In the event of termination of the Agreement, and at the request of MSM, residents then committed to a graduate medical education program at Grady shall be permitted and supported to complete their educational program at Grady, subject to satisfactory performance and meeting all academic and administrative requirements.

**6.**  
**INDEPENDENT STATUS OF PARTIES MAINTAINED**

Nothing in this Agreement should be construed to create the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. In making this Agreement, neither party is delegating to the other the

responsibility for the exercise of any of its functions, duties or authority. The Authority shall continue to operate Grady and retains all authority in such operation. MSM shall continue to operate its medical school and graduate medical education programs at Grady, and MSM retains all authority in such operations. Since both parties will be conducting their functions at Grady, it is essential that each respects the separate independence of the other as set forth herein and cooperates fully to assure retention of the same by each party. Both parties do hereby agree to cooperate with each other and with Emory and to assist the other in the performance of their independent functions.

**7.**  
**CHIEF ADMINISTRATIVE OFFICERS  
REPRESENTING THE PARTIES NAMED**

In the operation of Grady under this Agreement, the chief executive officer of The Authority is the President/Chief Executive Officer of Grady (Grady CEO), and the chief executive officer representing MSM is the MSM President. In the absence or disability of said Grady CEO, the Grady CEO's designee will act, and in the absence or disability of said President, the MSM Senior Vice President for Academic Affairs will act. Each party hereto reserves the right to change the designation of its respective chief executive officer, but agrees in the event of such change to notify the other party thereof in writing.

**8.**  
**EXECUTIVE COMMITTEE; FUNCTIONS  
AND PROCEDURES PROVIDED**

There shall exist an Executive Committee of the Grady Medical Staff (Executive Committee). It shall be the function of the Executive Committee to facilitate the proper operation of Grady in a manner consistent with this Agreement and with the Agreement between The Authority and Emory.

The Executive Committee shall consist of the Grady CEO, Grady Senior Vice President for Medical Affairs, Grady Deputy Vice President for Medical Affairs, Grady Nursing Vice

President, the Dean of Emory, the Dean of MSM, the Chiefs of Service, named in a manner hereafter provided in this Agreement and other individuals as agreed upon from time to time by the Executive Committee. The Emory Vice President for Health Affairs and the MSM President shall be non-voting members.

The Grady Senior Vice President for Medical Affairs shall serve as chair of the Executive Committee. Upon the absence of the Grady Senior Vice President for Medical Affairs, the Grady Deputy Vice President for Medical Affairs shall serve as chair. In the absence of both the Senior Vice President for Medical Affairs and the Deputy Vice President for Medical Affairs, the Senior Vice President for Medical Affairs shall appoint an acting chair from the membership of the Executive Committee. Upon the absence of the MSM Dean or the Emory Dean, the Dean's designee may serve and vote in the place of the Dean. Upon the absence of a Chief of Service, the Chair of the Department of the Chief's affiliated medical school may serve and vote. If the Chief and the Chair are both present, there shall only be one vote cast between them.

The Executive Committee shall have the duty and responsibility of coordinating the activities of the Emory and MSM Clinical Services at Grady and to facilitate the rendering of quality patient care at Grady through peer review. It shall be authorized to act for the Medical Staff as a whole, and to receive and act upon reports of all committees as may be appointed pursuant to the authority of the Grady Medical Staff By-laws. The Medical Executive Committee is empowered to represent the Medical Staff in meetings with the Grady CEO and The Authority and shall carry out such other functions as may be assigned to it from time to time by The Authority.

The Medical Executive Committee shall advise The Authority on the qualifications necessary for a member of the Active Medical Staff to perform as Chief of Service, and shall review performance of each Chief of Service annually. In August of each year, the Medical Executive Committee shall provide The Authority with a report evaluating the performance of the Chiefs of Service in order that The Authority may properly execute its obligation to appoint a Chief for each Service each year.



Except for those committees whose membership or composition or duties are specifically set forth in the Grady Medical Staff Bylaws, the membership, composition and duties of each committee shall be determined by the Executive Committee.

The Executive Committee shall meet at least monthly upon such date or dates as may be fixed and determined by the Chair. In addition to its other duties, the Executive Committee shall provide professional direction to Grady, develop excellence of patient care, maintain the proper atmosphere for teaching, and encourage research. It shall also have duties as outlined in the Grady Medical Staff By-laws to conduct hearings to provide for the procedural rights of members of the Medical Staff in appropriate circumstances.

The Executive Committee may refer appropriate matters to The Authority's Medical School Relations Committee for consideration.

## 9. MEDICAL SCHOOLS RELATIONS COMMITTEE

A Medical Schools Relations Committee is established within The Authority, and shall consist of at least three (3) members of its Board of Trustees. It shall have the function and duty of reporting to and representing The Authority in all matters relating to The Authority's relationship with MSM, Emory and any other medical school with which The Authority develops a relationship. The Committee shall meet annually and as otherwise required, on a combined basis with the MSM/Grady Committee and the Emory/Grady Committee. The Committee shall represent The Authority in resolving issues and questions of policy, allocating space for use by the medical schools, and evaluating the performance of all parties under any agreements.

10.  
**MSM/GRADY COMMITTEE**

The MSM/Grady Committee shall consist of an equal number of members of The Authority's Board of Trustees and of the MSM Board of Trustees. Said members shall be selected and named by their respective governing bodies. The Chair of the Committee shall be the Chair of The Authority's Medical Schools Relations Committee.

The MSM/Grady Committee shall have authority, subject to the jurisdiction of the respective governing bodies of The Authority and MSM, to settle and resolve all issues and questions of policy arising under this Agreement and with respect to performance of this Agreement. The MSM/Grady Committee shall recommend steps deemed by it appropriate to improve Grady and to further the interests of the public in efforts of the parties toward the achievement of their respective objectives. It shall be the duty of the members of the MSM/Grady Committee to familiarize themselves with all matters pertaining to this relationship.

The MSM/Grady Committee and its invitees shall hold an annual meeting upon such date as is fixed and determined by the members of the MSM/Grady Committee. During such meeting, MSM shall report on the distribution of Patients between MSM and Emory. Also, the MSM Department Chairs and MSM Chiefs of Service shall report, with respect to the services of each, on activities conducted during the year and on planned activities for the coming year. The MSM/Grady Committee shall also consider the appropriate level of space at Grady to be provided to MSM from time to time hereunder.

MSM shall give notice to The Authority, through the MSM/Grady Committee, of any intent to enter into new affiliation agreements with other hospitals to enhance its medical education programs. The Authority may not enter into any new affiliation agreement to establish any medical education programs with institutions other than MSM or to materially change its existing affiliation agreements until it gives notice and discussion is held through the MSM/Grady Committee regarding such new agreements or changes.

11.  
**MEDICAL AND HOUSE STAFF CLASSIFICATION  
AND APPOINTMENT; ASSIGNMENT OF SCIENTIFIC  
STAFF AND PHYSICIAN'S ASSISTANTS**

- (a) House Staff – The House Staff shall consist of resident physicians and fellows who are enrolled in approved residency training programs established by MSM and Emory and assigned to Grady. House Staff assigned to each clinical service at Grady shall be selected for the residency training programs by the appropriate medical school and subject to approval by The Authority.
- (b) Active Medical Staff - The Active Medical Staff shall consist of physicians who meet the qualifications and requirements for active medical staff membership outlined in the Grady Medical Staff Bylaws. The Chief of the appropriate Clinical Service shall nominate qualified applicants for membership on the Active Medical Staff (Active Medical Staff-Faculty and Active Medical Staff-Crestview) subject to approval by the Executive Committee and confirmation of the appointment by The Authority. Members of the Active Medical Staff shall work directly under the Chiefs of the various Clinical Services as assigned and as directed by such Chiefs, subject to the authority of the Medical Executive Committee and The Authority.

All Active Medical Staff members assigned to Grady by an affiliated medical school must hold a faculty appointment at such affiliated medical school. The Active Medical Staff shall attend all unassigned Patients at Grady and may admit and attend their Patients.

- (c) Visiting Staff – The Visiting Staff appointed during the term of this Agreement shall consist of physicians who are on the clinical faculty of MSM and Emory. The Visiting Staff shall have responsibilities for Patients and for teaching as may be directed by the Chief of the Service to which they are assigned.

The Chief of the appropriate clinical service shall nominate qualified applicants for membership on the Visiting Staff, subject to approval by the Executive Committee, and confirmation of appointment by The Authority.

- (d) Honorary Staff - The Honorary Staff shall consist of physicians who are not active at Grady and who are honored by emeritus positions. Members of the Honorary Staff may engage only in those activities at Grady that have been approved by the Chief of the appropriate clinical service.

The Chief of the appropriate clinical service shall nominate qualified applicants for membership on the Honorary Staff, subject to approval by the Executive Committee, and confirmation of the appointment by The Authority.

- (e) Scientific Staff – The Scientific Staff shall consist of certain other health professionals, such as clinical psychologists, radiation physicists, podiatrists and other technical and paramedical specialists assigned to the various clinical services and used commensurate with their skills and lawful scope of their practice. Persons on the Scientific Staff shall be assigned to the appropriate Service by action of the Executive Committee upon recommendation by the Chief of the Service to whom such Scientific Staff member will be assigned. It is the duty of all such Scientific Staff to carry out their activities subject to policies set by the Executive Committee and Grady Medical Staff Bylaws and pursuant to procedures recommended by the Chiefs of Service to which they are assigned and duly approved by the Executive Committee.

- (f) Community Physician Medical Staff – The Community Physician Medical Staff shall consist of physicians who meet the qualification and requirement for active medical staff membership outlined in the Grady Medical Staff Bylaws and are appointed to the Medical Staff in accordance with the provisions set forth in this Agreement. The Senior Vice President for Medical Affairs and the Chief of the appropriate Clinical Service shall nominate qualified applicants for membership in

the Community Physician Medical Staff, subject to approval by the Executive Committee and confirmation of the appointment by The Authority. Members of the Community Physician Medical Staff shall work directly under the Chiefs of the various Clinical Services as assigned and as directed by such Chiefs, subject to the authority of the Medical Executive Committee and The Authority.

- (g) Physician's Assistants – Physician's Assistants shall be assigned to a sponsoring physician on the Active Medical Staff in the manner established in Grady Medical Staff Bylaws, as revised from time to time.

## 12. CHIEFS OF SERVICE

- (a) Selection and Appointment - The Chiefs of Service, with respect to any MSM Clinical Service established hereunder, shall be selected from among those members of the Active Medical Staff who hold faculty appointments on the full-time faculty of MSM. MSM, through its Dean, shall nominate members of the Active Medical Staff to serve as Chiefs of Service, subject to appointment by The Authority. The appointment of the Chiefs of Service shall be for a 12-month term, beginning September 1 of each year.
- (b) Authority and Responsibility - Each Chief of Service shall have appropriate authority over the administration and supervision of all medical or other services rendered by the Active Medical Staff, House Staff, Scientific Staff and Physician's Assistants within the Clinical Service area, subject to applicable Hospital Policies. Each Chief of Service shall, subject to approval of the Executive Committee, have full responsibility for establishing all medical protocols related to the Clinical Service. Each Chief of Service shall be responsible for recommending to the Medical Executive Committee the specific criteria for clinical privileges in the Clinical Service and for recommending to the Medical Executive Committee the specific clinical privileges for each Medical Staff member of the Clinical Service. Each Chief of Service shall be skilled in the area covered by the Clinical Service.

In cases where MSM and Emory provide clinical services within the same clinical discipline, the MSM Chief shall work with the Emory Chief to assure a distribution of Patients as set forth in Section 4 herein, and effective collaboration in the care of Patients. Any conflicts between or among MSM, Emory and the Community Physician Medical Staff with respect to their services shall be presented to the Grady Senior Vice President for Medical Affairs who will attempt to resolve such matters. If such matters remain unresolved, the Grady Senior Vice President for Medical Affairs shall submit such matters for resolution to The Authority through its Medical Schools Relations Committee.

**13.**  
**SENIOR VICE PRESIDENT FOR MEDICAL  
AFFAIRS/MEDICAL DIRECTOR**

A special committee appointed by the Chair of The Authority's Board of Trustees shall nominate and recommend to the Board, who shall confirm and approve, after consultation with MSM and Emory, a Senior Vice President for Medical Affairs. The Senior Vice President for Medical Affairs shall be a physician licensed in the State of Georgia and shall direct The Authority's medical programs pursuant to the authority given from time to time, by the Board of Trustees, and act as the duly authorized medical representative to the Board of Trustees.

**14.**  
**UNDERGRADUATE MEDICAL STUDENTS:  
HOSPITAL ACCESS**

Grady will approve reasonable requests for access to all facilities and equipment at Grady by the undergraduate medical students of MSM. MSM shall have full control and responsibility for the administration of its undergraduate medical education programs at Grady. All assignments given to undergraduate medical students of MSM at Grady shall conform to professional and ethical medical standards and requirements. Both parties acknowledge that both MSM and Emory will conduct medical education

programs at Grady and will coordinate and cooperate with each other with respect to their use of facilities at Grady in connection with those programs. Grady may require the removal of any MSM undergraduate medical student whose conduct or performance is incompatible with the best interests of Grady or its patients.

**15.  
MEDICAL LIBRARY**

MSM shall have access to library facilities for its Medical Staff, House Staff, medical students and other staff. The Authority shall provide facilities and equipment to provide for the optimal environment for professional and educational inquiry. The sixteenth floor of the Grady Hospital houses a resource center for use by those listed above. MSM maintains a separate agreement with Emory for the full use of its library branch at Grady.

**16.  
SPACE TO BE MADE AVAILABLE TO  
MOREHOUSE SCHOOL OF MEDICINE**

The Authority shall make available to MSM, within Grady itself and /or other buildings owned or leased by The Authority, such space as is agreed upon by the parties from time to time.

**17.  
EXPENSES**

The Authority shall provide, subject to its legal limitations and financial means and availability, and subject to the policies fixed by it, facilities and support personnel at Grady necessary for the care of Patients, including space, equipment, supplies, nursing and support personnel. These shall be adequate in quantity and quality to provide the standards of services and care of Patients that are acceptable in a recognized major teaching affiliate.

MSM shall provide, subject to its legal limitations and financial means and availability, personnel, equipment, materials and other requirements used for its undergraduate teaching program unless the contrary is expressly agreed to in writing. Expenses with respect to any research and experiments conducted by MSM shall be borne by MSM unless otherwise expressly agreed to in writing.

## 18. COVENANTS OF MSM

(a) Retention of Medical Staff

MSM shall employ or otherwise retain a sufficient number of Medical Staff members as are deemed necessary by The Authority and MSM to discharge the responsibilities and duties to be performed by MSM under this Agreement.

(b) Retention of House Staff

MSM shall appoint to its residency training programs and make available for assignment to the House Staff a sufficient number of resident physicians as deemed necessary by The Authority and MSM to discharge the responsibilities and duties to be performed by MSM under this Agreement.

(c) Selection, Supervision, Training and Scheduling of Non-Physician Personnel

MSM shall cause its Medical Staff physicians to cooperate with respect to the selection, retention and termination of non-physician personnel who may be required for the proper operation of the Clinical Services. When reasonably requested by The Authority, MSM shall also cause its Medical Staff physicians to provide professional training, supervision, and direction to such personnel.

(d) Selection, Maintenance, and Utilization of Medical Equipment

When requested by The Authority, MSM shall cause its Medical Staff physicians to advise The Authority with respect to the selection of additional and replacement medical equipment for the Clinical Services and shall inspect and evaluate certain medical equipment.



(e) Supplies and Support Services

MSM shall cause its Medical Staff physicians to prepare, at regular intervals designated by The Authority, information concerning supplies and support services required for the operation of the Clinical Services.

(f) Quality Assurance/Compliance

MSM shall cause its Medical Staff physicians and residents to participate in the Continuous Quality Improvement Program in accordance with the Medical Staff Bylaws, Grady Policies and policies of accrediting organizations. MSM and its personnel shall participate in MSM's corporate compliance program and shall support the efforts of Grady's corporate compliance program.

(g) Medical Records

MSM shall cause its Medical Staff and House Staff promptly to prepare, complete and file medical reports of all examinations, procedures, and other medical services performed under the supervision or direction of the respective Chiefs of Services. Also, MSM shall cause its Medical Staff physicians and residents to comply with all Grady Medical Staff Rules and Regulations related to medical records.

(h) Access to Books and Records

Both parties agree that, until expiration of four years following completion of this Agreement, both parties shall make available, upon request by the Secretary of the Department of Health and Human Services (DHHS), the Comptroller General or any of their representatives pursuant to federal law, this Agreement and any books, documents or records of either party that are necessary to certify the nature and extent of the costs under this Agreement. Both parties also agree that, in the event that a subcontract of any portion of this Agreement is made, such subcontracts shall contain a clause requiring the subcontractor likewise to make available to the above officials the subcontract and any books, documents

or records of the subcontractor that are necessary to verify the nature and extent of the costs under the subcontract.

(i) Ownership of Records

The ownership and right of control of all reports, records, and supporting documents prepared in connection with the operation of Grady shall vest in The Authority; provided however, that MSM shall have the right of access to records and documents relevant to this Agreement in accordance with applicable law and Grady policies.

(j) Budget

MSM shall exercise diligence in assisting The Authority in keeping controllable costs at Grady to a minimum. As and when requested by The Authority, MSM shall cause Medical Staff physicians to participate in the preparation of operating and capital budgets for Grady (including projections of both revenue and expenditures) and to use their best efforts to perform all MSM obligations under this Agreement in accordance with the budget at Grady as established by The Authority.

MSM shall submit an annual MSM budget for services hereunder for review and approval by The Authority in a timely manner. The budget for graduate medical education and professional services at Grady shall consist of funds paid to MSM by The Authority as provided for in this Agreement. Such funds shall be used by MSM for faculty, staff and resident salaries, fringe benefits, and other agreed upon expenses related to the Clinical Services and graduate medical education programs at Grady.

The Authority and MSM will jointly determine the number of graduate medical education programs and the number of residents trained at Grady at any one time. Increases or reductions in the number of graduate medical education programs, services and/or resident positions funded by The Authority, will require

) timely review and a timely decision by the MSM Graduate Medical Education Committee (GMEC) and The Authority. Increases or decreases in the number of graduate medical education (GME) programs and the number of resident positions at each level will be considered in determining an annual graduate medical education budget, along with the faculty and ancillary support required. If GME programs are deleted or resident positions reduced in number, they will be phased out proportionately as between Emory and MSM and in accordance with established accreditation standards and HCFA rules governing program closures, and any contractual commitments that may exist with residents, and other criteria mutually acceptable to The Authority and MSM. If Grady participates in any voluntary residency reduction plan and is subject to any repayment of amounts paid to it for such participation, MSM will not be charged any portion of such repayment.

(k) Teaching

) MSM shall have the exclusive authority and responsibility for the supervision and administration of all medical education programs established by it at Grady. MSM shall cause its Medical Staff physicians to participate in the education programs conducted by The Authority or the Medical Staff necessary to assure Grady complies with accrediting requirements. MSM shall perform such other reasonable teaching functions at Grady as The Authority may reasonably request including, without limitation, participation in the residency training program, all undergraduate medical education programs and all other medical education programs established by MSM and conducted at Grady.

(l) Applicable Standards

) MSM shall cause its Medical Staff physicians to administer and to provide services at Grady in such manner that such duties are performed and services are provided in a manner consistent with standards of care and all medical protocols and standards established by the MSM and Emory Chiefs of Service and all standards, rulings, or regulations of the JCAHO, DHHS, or any other

federal, state, or local government agency, corporate entity, or individual exercising authority with respect to, or affecting Grady. MSM shall conform to all requirements of the federal and Georgia constitutions and all applicable federal and Georgia statutes and regulations.

**19.**  
**COVENANTS OF THE AUTHORITY**

(a) Operational Requirements

In consultation with MSM and Emory, The Authority shall provide the facilities, equipment, supplies, utilities and other support services deemed appropriate for the proper functioning of the hospital and other health care facilities within the Grady Healthcare System.

(b) Personnel

The Authority shall retain such non-physician personnel as necessary for the proper and lawful operation of Grady.

(c) Liability and Insurance

Except for liability arising out of MSM's violation of federal, state or local laws or regulations, acts of gross negligence, willful, reckless or wanton misconduct, willful dishonesty or moral turpitude, The Authority hereby expressly assumes all liability for all damages, losses, expenses or costs incurred in connection with or incident to the provision of Physician Services to Patients of The Authority at facilities owned or operated by The Authority, and the provision to The Authority of Provider Services or other hospital or medical services by MSM, the Medical Staff, the House Staff or the allied health professionals and their employees and agents, or MSM students, or MMA. The Authority shall, at its sole expense and in consultation with MSM, carry and maintain malpractice insurance and comprehensive general liability insurance through an insurer or insurers authorized to do business in Georgia, insuring MSM, MMA and their employees and agents providing services to patients of The Authority at facilities owned or

operated by The Authority in accordance with this Agreement. In lieu thereof, or in addition thereto, The Authority may, at its sole expense, enter into contracts or establish a contingency reserve fund, self-insurance fund, or other arrangements, to insure The Authority, Grady, MSM, MMA, and their agents and employees, against such losses in such amounts and under such contracts, contingency reserve fund or self-insurance trust arrangements, or other arrangements, as are approved from time to time by The Authority. MSM agrees to promptly notify The Authority of any claim asserted against it arising from any injury or damage arising out of this Agreement and to cooperate fully with The Authority in the defense of any lawsuit. The Authority agrees to notify MSM promptly of any claim asserted against it or any faculty member, resident, staff member or medical student of MSM on account of any injury or damage arising out of this Agreement, and to cooperate fully with MSM in the defense of any lawsuit.

(d) Claims and Reimbursement of Provider Services

If any claim of The Authority for reimbursement relating to compensation to physicians for rendering Provider Services to Grady is denied, reduced, subjected to offset or otherwise treated in a manner adverse to the financial interests of The Authority by the Medicare or Medicaid programs or any other third party insurance or payment program, The Authority shall have the responsibility and privilege of vigorously pursuing administrative and judicial review of such adverse determination and MSM, at its own expense, shall cooperate and assist The Authority in pursuing such review. If The Authority for any reason determines at any time it is unable or unwilling to pursue any or all of its available remedies, The Authority will notify MSM promptly in writing of its decision and will refer such matters to the Medical Schools Relations Committee of The Authority for consideration.

**20.**  
**HOSPITAL AND PHYSICIAN CHARGES**

(a) Grady Charges

The Authority shall from time to time establish and amend a schedule of charges for services other than Physician Services to Patients rendered at Grady. Such charges shall be separate and distinct from the charges made on behalf of the Medical Staff for Physician Services to Patients. The Authority shall perform appropriate billing and collection functions for all charges or claims for hospital and other services furnished by The Authority under this Agreement.

(b) Physician Charges

MSM shall be solely responsible for establishing professional service fee schedules and billing and collecting for all professional services for any medical services rendered by its faculty physicians at Grady during the term of this Agreement. The Authority shall review these fees prior to implementation at Grady. MSM's professional services shall be attributable to the services rendered by MSM faculty under this Agreement. MSM physicians may receive third-party reimbursement related to professional services provided at Grady when they have direct responsibility for the patient.

The Authority shall provide information systems and non-physician staff to provide accurate data supporting patient demographic, financial and clinical information.

**21.**  
**COMPENSATION OF MSM**

(a) Compensation For General Supervisory, Administrative Teaching Services

Compensation arising from the activities of the parties under this Agreement shall be made in accordance with the rules, regulations and limitations of federal and state health care reimbursement guidelines applicable from time to time, including, but not limited to, any Medicare, Medicaid or other third-party payer

reimbursement rules, regulations or policies for graduate medical education expenses, including Section 1886(h) of the Social Security Act and 42 C.F.R. § 413.86.

After the annual notification and request for the annual medical school GME budget has occurred, MSM shall submit its projections of costs for, services in applicable categories of academic and professional service activity as predetermined and outlined by The Authority.

MSM and The Authority shall work together to ensure that any reimbursement for professional services or graduate medical education expenses is properly allocated to the appropriate party in accord with applicable third party reimbursement rules and payments during the term of the Agreement. The Authority shall make payments to MSM in twelve equal monthly payments during the term of this Agreement. MSM shall submit an invoice for service by the 5<sup>th</sup> working day of each month and in turn will be paid by the 15<sup>th</sup> working day of the same month.

The Authority rate per teaching faculty and professional services full time equivalent (FTE) shall be based upon a pre-negotiated rate of payment, plus the fringe benefit payment established at MSM. The FTE rate of reimbursement for faculty teaching and professional services shall be based upon 2080 hours per year or forty hours per week for 52 weeks for one FTE. Consideration for reimbursement for vacation, maternity, disability and similar approved leave shall also be included in the annual rate computation. The number of FTEs for teaching faculty and professional services required to support direct patient care services and programs at Grady shall be submitted during the annual budget process.

(b) Compensation for House Staff

The Authority shall pay MSM amounts equal to the stipend and related fringe expenses for all resident physicians assigned to the House Staff and paid or incurred by MSM. The rate of reimbursement for resident stipends shall be evaluated and determined annually by reviewing the "Council of Teaching Hospitals and Health Systems Survey of House Staff Stipends, Benefits and Funding". The recommended stipend rate shall be presented to The Authority for review and concurrence.

MSM shall provide projections of the number of residents assigned to Grady in the annual medical school GME budget. The stipend and fringe benefit expenses for MSM residents shall be determined annually by mutual agreement between The Authority and MSM. The rates of payment, number of residents, method of calculation and timing of the payments to be made by The Authority to MSM will be prescribed in the approved budget.

(c) Compensation for Scientific Staff and Physician's Assistants

The amount and manner of compensation to be paid by The Authority to MSM for the services rendered at Grady by the Scientific Staff and Physician's Assistants shall be determined on an annual basis by mutual written agreement of the parties and included in the annual medical school GME budget.

(d) Documentation of Provider Services

MSM shall maintain accurate documents to support the services provided by MSM at Grady. MSM will ensure the accuracy of all schedules and records and will assist The Authority by providing information as required to clear inaccuracies that may be later discovered in the documentation process which may result in liability or harm to The Authority. In the event that any law, regulation or rule materially affecting reimbursement for graduate medical education expenses is amended, the parties further acknowledge and agree that



they shall work together in good faith to reform this Agreement to bring it into conformance with such change in laws, regulations or rules.

**22.**  
**METHOD OF GIVING NOTICE REQUIRED**  
**UNDER THIS AGREEMENT**

Whenever notice is required here under a party may give such notice in writing directed, addressed and set by certified or registered U.S. Mail as follows:

As to The Authority:

Chairman  
The Fulton- DeKalb Hospital Authority  
80 Butler Street, S.E.  
Atlanta, Georgia 30335

As to Morehouse School of Medicine

President  
The Morehouse School of Medicine, Inc.  
720 Westview Drive, S. W.  
Atlanta, Georgia 30310-1495

Notice shall be deemed given upon receipt. Notice given in such manner shall be adequate compliance with this Agreement. A party may change the above address by giving notice in writing to the other party.

**23.**  
**MISCELLANEOUS**

(a) Patient Care

The parties further agree that the first and prime responsibility of The Authority is to render care to the sick and injured and that such responsibility shall likewise be the first purpose of the parties in performance of this Agreement.

(b) Salary Supplements

MSM agrees that it shall not supplement the salary of any person on the Grady payroll and Grady agrees that it shall not supplement the salary of any person on the MSM payroll without the prior written consent of the other party to this Agreement.

(c) Spokespersons

The Chair of The Authority and the Grady CEO shall be the spokespersons for The Authority, and the President, or Senior Vice President for Academic Affairs of MSM shall be designated as spokespersons for MSM. All public statements relative to the operation of Grady and MSM under this Agreement should be channeled through these designated individuals. Joint statements, rather than individual or separate statements, should be made when possible. Either MSM or The Authority may designate an alternate spokesperson at any time, provided that notice of such designation of such alternate is given to the other party prior to the effective date of the appointment of such alternate.

(d) Status of MSM Faculty and Employees

It is expressly acknowledged by the parties hereto that the MSM members of the House Staff, the Scientific Staff and Physician's Assistants, support staff and the Active Medical Staff are assigned to Grady by MSM to furnish services to The Authority in accordance with the terms of the Agreement. MSM understands and agrees that pursuant to this Agreement, (1) The Authority will not withhold on

behalf of MSM, the House Staff, the Scientific Staff, Physician's Assistants or the Active Medical Staff and is not liable for any withholding or for any sums for income tax, unemployment insurance, Social Security, or any other withholding pursuant to any law or requirement of any governmental body relating to employees, (2) The Authority will not, and is not obligated to make available to MSM House Staff, the Scientific Staff, Physician's Assistants or Active Medical Staff any of the benefits afforded to employees of The Authority, and (3) all such payments, withholdings and benefits, if any, are the sole responsibility of MSM or its designees. In the event the IRS, the Department of Labor, the Equal Employment Opportunity Commission, the National Labor Relations Board, or any other federal or state regulatory agency should question or challenge the independent contractor status of MSM, the House Staff, the Scientific Staff and Physician's Assistants or the Active Medical Staff with respect to The Authority, the parties hereto mutually agree that both MSM or its designees and The Authority shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

(e) Equal Employment Opportunity

The applicable provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Assistance Act, and applicable regulations issued thereunder are hereby incorporated herein by reference. In performing the duties required under this Agreement, neither The Authority, Grady, MSM nor their agents or employees will discriminate on the basis of race, color, creed, national origin, age, sex, handicap or veterans status.

(f) Governing law

This Agreement has been executed and delivered, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of Georgia.

(g) Assignment

The parties to this Agreement will have continuing responsibility for the obligations herein provided and will not be able to avoid these obligations by assignment or delegation of the rights or obligations here under, without the specific prior written consent of both parties hereto.

(h) Waiver of breach

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision here of.

(i) Article and headings

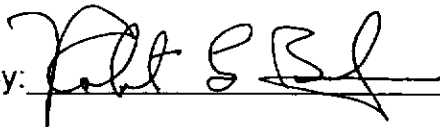
The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(j) Severability

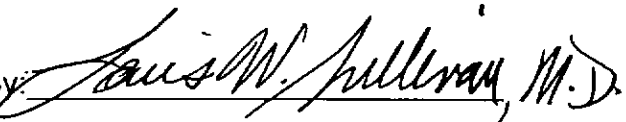
If any provision is declared unenforceable by a court for any reason, that party's inability to comply with such provision shall not affect the remainder of the Agreement, in which all remain in full force and effect, and enforceable in accordance with its terms and provisions.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in duplicate in their names and on their behalf and have caused their seals to be affixed hereto by their duly authorized officers as of the day and year first above written.

**The Fulton-DeKalb Hospital Authority**

By: 

**Morehouse School of Medicine, Inc.**

By: 

## AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is made and entered into the later of November 1, 2006, or the execution of the Agreement by both parties ("Effective Date") by and between Morehouse School of Medicine, Inc. "MSM") and Tenet South Fulton, Inc., a Georgia corporation, doing business as South Fulton Medical Center ("SFMC").

### RECITALS:

- A. MSM trains physicians, conducts medical research and otherwise engages in efforts to improve health and care for the sick and injured.
- B. SFMC operates a modern acute healthcare facility licensed by the State of GEORGIA.
- C. SFMC is designated as a MSM Major Participating Affiliate for graduate medical education in Family Medicine, Internal Medicine, Surgery and OB/GYN.
- D. SFMC desires to provide a clinical learning experience for training physicians through the application of knowledge and skills and by participation in the care of patients of a modern acute healthcare facility. This Agreement provides MSM sponsored Family Medicine, Internal Medicine, Surgery and OB/GYN-Residents (MSM Residents) and MSM Medical Students (MSM Students), a clinical learning experience in their respective clinical disciplines and research areas and allows the MSM Residents and MSM Students to provide clinical services at SFMC.
- E. SFMC wishes to make its facility available to MSM for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. **MSM Responsibilities**
  - a. **The Clinical Education Program**

MSM shall be responsible for development, implementation and operation of its clinical education programs in Family Medicine, Internal Medicine, Surgery and OB/GYN (MSM Programs) at SFMC with approval by SFMC and under the direction

of the MSM Residency Program Directors and the MSM Clinical Rotation Coordinators at SFMC.

Such responsibilities shall include, but are not limited, to the following:

- (1) MSM will orient the MSM residents and MSM students to the clinical experience at SFMC.
- (2) MSM retains responsibility for the MSM Residents' Graduate Medical Education curriculum and assures that such curriculum satisfies the requirements of the Accreditation Council for Graduate Medical Education (ACGME) and the American Board of Medical Specialties for each MSM Residency Program.
- (3) The MSM Programs assign the MSM Residents and MSM Students according to the needs of MSM and SFMC. MSM will use its best efforts to assure that MSM Residents and MSM Students are prepared for clinical responsibilities at SFMC. The MSM Clinical Rotation Coordinators at SFMC, in consultation with the MSM Residency Program Directors, establish the reporting procedures for each assigned MSM Resident.
- (4) MSM will maintain oral and written communication with SFMC regarding MSM Resident performance and evaluations, absences and assignments of MSM Residents and other pertinent information, through the Residency Program Directors.
- (5) MSM shall provide SFMC, or cause the Residents and Medical Students to provide SFMC, with such information as SFMC requests in connection with each Program. SFMC may refuse to allow a Resident or Medical Student to rotate at SFMC, and may withhold any payment to MSM, in respect of each Resident or Medical Student for which the required information has not been provided. This information will include but not limited to the following information:
  - (a) Prior to the commencement of any Program, MSM shall provide SFMC with evidence of program approval;

- (b) Prior to the first day of each calendar month, MSM shall provide SFMC with a copy of the rotation schedule for that month at SFMC;
- (c) On or before the first day that any Resident or Medical Student starts a rotation at SFMC, MSM will ensure that the Resident or Medical Student provides (1) a completed demographic questionnaire that includes information about the Resident or Medical Student, including without limitation the Resident or Medical Student's Medical School, Date of Graduation, Social Security Number, Specialty, Post Graduation Year (PGY Status), and if the Resident's PGY exceeds allowable years, an explanation of why the excess year(s) is necessary, and (2) a copy of the Resident's curriculum vitae and Foreign Medical Graduation certificates (if the Resident is a foreign medical school graduate); and
- (d) On or before the first day that any Resident or Medical Student starts a rotation at SFMC, MSM shall provide SFMC with satisfactory evidence of professional liability insurance coverage and licensure status, if applicable, of each Resident or Medical Student.
- (6) As soon as possible prior to the start of each Contract Year, MSM shall provide SFMC with a written list of the Residency and Medical School candidates for the teaching Programs at SFMC. SFMC will have the right to reject any candidate by notifying MSM in writing within 30 days after receiving the list from MSM. SFMC shall have the right to require MSM to remove any Resident, Medical Student or other persons if, in SFMC's sole judgment, such person poses a threat or danger to personnel or facilities, may impair the quality of health services at SFMC, has unsatisfactory clinical or academic performance, is disruptive or detrimental, or has not complied with rules, regulations, policies or instructions of SFMC or the medical staff.
- (7) MSM shall be the sponsoring institution of the Programs under this Agreement and shall fulfill all duties and responsibilities associated with being such sponsor. MSM shall employ, contract with or otherwise engage a Director of Medical Education to oversee the Residency Training at SFMC. Either the Director of Medical Education or his designee (which may include the Residency Program Director) shall coordinate the training of Residents and



Medical Students at SFMC with SFMC's Coordinator of Residents, and shall ensure that Residents and Medical Students fully comply with SFMC's Medical Staff Bylaws and Medical Staff Rules and Regulations.

Notwithstanding the preceding MSM acknowledges that Residents and Medical Students are not eligible for medical staff membership and are not entitled to any rights afforded medical staff members pursuant to such Medical Staff Bylaws.

- (8) MSM shall provide SFMC any and all information and data required for Medicare compliance and reimbursement within thirty (30) days after the end of each quarter, including without exception, Resident CV's, rotation schedules, FMG Certificates and Program approvals. Should SFMC receive notification from CMS reducing GME reimbursement due to incorrect information provided by MSM, MSM will reimburse SFMC the difference between actual GME reimbursement and expected amount. SFMC shall not bill for the professional services of Residents, Medical Students or supervising physicians. MSM shall ensure that Residents are appropriately supervised to permit SFMC billing for SFMC (technical) services directed by Residents.
- (9) MSM shall provide teaching faculty at SFMC who shall be responsible for supervision of clinical services rendered by Residents at SFMC. Faculty shall be duly licensed and shall meet the professional standards established by federal, state and local laws and regulations, the Joint Commission on Accreditation of Healthcare Organizations, and the ACGME, CHBPE, or other accrediting body for the Program.
- (10) MSM shall ensure that each Resident and Medical Student:
  - (a) is competent and qualified to provide services at SFMC as contemplated by the applicable program;
  - (b) engage only in such activities in which he/she is permitted to engage under the medical licensing laws of the State of Georgia;
  - (c) abides by all applicable provisions of SFMC's medical staff bylaws, rules and regulations, and SFMC and medical staff policies, and any limitations on such Resident or Medical Student's activities at SFMC

imposed at any time in the discretion of SFMC's Chief Executive Officer or Chief of Staff.

**b. Payment of Residents**

MSM pays the base salary for each MSM Resident assigned to SFMC. MSM provides health, life and disability insurance for each MSM Resident assigned to SFMC.

Salary levels and fringe benefits reimbursed under this Agreement shall not be less than those charged by MSM to other teaching affiliates including proportionate administrative costs for the MSM GME office.

**c. Compliance with Policies**

The MSM Residents and MSM Students shall abide by all applicable policies, rules, bylaws and regulations of MSM and SFMC and the laws of the State of Georgia.

**d. Teaching Cases**

Patients of SFMC and of selected members of the SFMC medical staff shall constitute teaching cases. All patients remain the responsibility of the attending physician.

The MSM Clinical Rotation Coordinators at SFMC and the patient's Attending Physician of record are responsible to ensure that all persons included as teaching cases have agreed to allow MSM Residents and MSM Students to be present and assist during the provision of some or all of the diagnostic and treatment services provided to such persons.

**e. Supervision of MSM Residents**

Designated Teaching Attending Physicians provide supervision for MSM Residents. All Teaching Attending Physicians shall be members of the SFMC Medical Staff and the MSM Clinical Faculty. All instruction and professional guidance provided by SFMC shall be considered incidental to MSM's authority, direction and control of the clinical education experience.

Teaching Attending Physicians shall follow the specifications outlined in the objectives of the MSM Residency Programs and the Directory of Graduate Medical Education: Essentials of Accredited Residency Programs (AMA, Current Edition).

All MSM Residents and faculty participating in the Program at SFMC shall be accountable to the SFMC Administration.

**f. Health of Residents**

MSM shall provide to SFMC satisfactory evidence that each MSM Resident and MSM Student is free from contagious disease and otherwise does not present a health hazard to SFMC patients, employees, volunteers or guests prior to participation in the program. Such evidence shall include, with limitations, the results of recent tuberculin skin test and/or chest x-ray as necessary and evidence of immunity to rubella and measles.

MSM shall be responsible for arranging for the medical care and/or treatment for MSM Residents and MSM Students. In no event shall SFMC be financially or otherwise responsible for said medical care and/or treatment. SFMC will maintain the confidentiality of all health records of MSM Residents and MSM Students provided to it hereunder.

**g. Performance of Services**

All faculty provided by MSM shall be duly licensed, certified or otherwise qualified to participate in the program at SFMC. MSM and its Residents and Students shall perform duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulation of the SFMC and any rules and regulations of MSM as may be in effect from time to time. Neither MSM nor any of its Residents or Students shall interfere with or adversely affect SFMC operations or performance of services therein.

Prior to assigning any Resident to a clinical outpatient rotation site, MSM will ensure that all require non-hospital site (NHS) agreements and Business Associate Agreements between SFMC and such NHS are executed.

For the purpose of determining the FTE count during any NHS rotation, where the Resident has rotated at SFMC on the day/week of the NHS, SFMC shall include the Residents on its FTE count.

MSM shall grant SFMC and/or its Medicare Auditors access to documents and information required to satisfy all regulatory and reimbursement requirements including teaching physician records and resident rotation schedules.

## 2. SFMC Responsibilities

- a. SFMC shall make its facility available to carry out the purpose of this Agreement and shall assure that its hospital is accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) and upon request by MSM, shall provide a copy of the certificate.
- b. SFMC shall accept the MSM Residents and students assigned to the Programs by MSM and cooperate in the orientation of all MSM Residents and students to SFMC.

SFMC shall provide opportunities for MSM Residents who shall be supervised by MSM and SFMC to participate in some or all of the care of patients. SFMC shall coordinate the rotation of assigned MSM Residents. SFMC shall at all times retain ultimate control and responsibility for patient care at SFMC.

- c. SFMC will reimburse MSM pro rata for resident stipends, including base salary, fringe benefits, annual leave and GME office support, directly related to their time at SFMC. SFMC and MSM will agree upon the reimbursement as part of the annual GME budget for SFMC.

There shall be no payment to or reimbursement of MSM from SFMC for Medical Students.

- d. SFMC will reimburse MSM SFMC's pro rata share of teaching costs paid to those MSM Medical Faculty physicians providing supervision and clinical direction over Residents' participation in MSM GME Programs under written agreement. Teaching physician costs does not include professional fees generated by MSM faculty physicians.

SFMC and MSM will agree upon the rate of reimbursement as part of the annual GME budget for SFMC.

MSM shall be entitled to bill and collect for all professional fees generated by MSM Faculty physicians.

e. SFMC agrees to allow the MSM Residents and MSM Students access to all facilities, medical record systems, available clinical ancillary support services and medical library facilities to support the provision of medical care and the process of clinical education.

*Revise  
on call meals*

f. SFMC agrees to provide "on-call" meals, sleeping and storage facilities for all MSM Residents scheduled to remain in SFMC for an extended period of time to afford them the opportunity to be immediately accessible to patients.

g. The MSM Residents and MSM Students shall also be afforded a safe and secure environment in accordance with SFMC policies regarding staff security.

h. SFMC agrees to allow the MSM Residents to participate in activities related to medical staff functions, quality assurance, risk management and clinical case review.

i. Upon the request of MSM, SFMC shall assist MSM in the evaluation of each Resident's performance. However, MSM shall at all time remain solely responsible for the evaluation and grading of MSM Residents and MSM Students. SFMC will maintain the confidentiality of all educational or health records provided to it or prepared by it hereunder.

### 3. **Mutual Responsibilities**

The parties shall cooperate to fulfill the following mutual responsibilities;

a. MSM in cooperation with SFMC will determine the clinical supervisor relationships, the number of MSM Residents assigned and the length and educational content of each rotation. MSM will provide SFMC with written specifications as part of this Agreement.

- b. The MSM Clinical Coordinator at SFMC is responsible to assure assigned MSM Residents are evaluated according to the standards implemented by each MSM Residency Program. At the end of each rotation, the MSM Clinical Coordinator at SFMC will complete an evaluation form for each of the MSM Residents and forward the completed form to the appropriate MSM Residency Program Director.
- c. All courtesy appointments to the MSM faculty by MSM or to the SFMC Staff by SFMC shall be without entitlement of the individual to compensation or benefits from the appointment party.
- d. SFMC in cooperation with MSM will require each Resident and Medical Student to carry an identification card and to conspicuously display his/her name badge when engaging in activities at SFMC.
- e. MSM shall continue to make all reasonable efforts to maintain accreditation and residency training status through the ACGME through this Agreement. SFMC must, as a matter of policy, be and remain accredited by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"). The parties acknowledge and agree that open communication between them, internal review and compliance with the ACGME and JCAHO by all participants is essential.

**4. Statements**

MSM shall require each of the MSM Residents to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached here to as Exhibit B.

**5. Withdrawal of Right to Access**

SFMC may immediately remove from the premises any MSM-Resident or MSM Medical Student who poses an immediate threat or danger to the health and/or safety of patients or others. SFMC shall notify the MSM Rotation Coordinator at SFMC and the MSM Residency Program Director within 24 hours of any such action.

SFMC may request MSM to withdraw or dismiss a MSM Resident or MSM Medical Student from the Program at SFMC when his or her clinical performance is unsatisfactory to SFMC or behavior is disruptive or detrimental to SFMC and/or its patients. In such event, said MSM Resident's or student's services at SFMC shall immediately cease.

**6. Liability Insurance**

MSM agrees to maintain professional liability insurance coverage for the MSM Residents assigned to SFMC at \$1 Million Dollars per occurrence and \$3 Million Dollars per annual aggregate and shall notify SFMC of any proposed cancellation or material change in coverage. SFMC understands that the professional liability coverage maintained by MSM is only for activities related to clinical education. MSM will provide proof of the current insurance policy coverage as a part of this Agreement and upon request. The MSM professional liability coverage policy does not cover activities performed by Residents outside of the clinical education program.

**7. Indemnification**

MSM agrees to defend, hold harmless and indemnify SFMC and its directors, officers, employees or agents for any claim or cause of action arising out of the negligent performance of duties as specified under the terms of this Agreement by MSM, MSM Residents, MSM Medical Students, or any MSM employee or agent. SFMC shall give MSM written notice as soon as practical for any claim, suit, lien or demand threatened or made against SFMC for which indemnity would or could be sought under this Agreement.

SFMC agrees to defend, hold harmless and indemnify MSM, its Trustees, officers, employees or agents for any claim or cause of action arising out of the negligent performance of duties specified under the terms of this Agreement by SFMC, its directors, officers, employees, or agents. MSM shall give SFMC written notice as soon as practical for any claim, suit, lien or demand threatened or made against MSM for which indemnity would or could be sought under this Agreement.

**8. OSHA Compliance**

MSM shall be responsible for compliance by MSM Residents and Students with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI (b) of

the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time ("the regulations"), including but not limited to responsibility as the employer to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (3) training in the infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulation also shall include the provision of the hepatitis B vaccination in accordance with Regulations.

Notwithstanding the foregoing, SFMC acknowledges that it is responsible for compliance with OSHA's blood borne pathogen regulations to the extent they require equipment to be provided or procedures to be followed in the workplace, including the provision of all personal protective equipment and labeling.

#### **9. HIPAA Compliance**

Both parties shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations. MSM physicians who are on the staff at SFMC shall participate in an Organized Health Care Arrangement ("OHCA") with SFMC so that a joint Notice of Privacy Practices will be provided to their patients by SFMC at the time of admission, or, in emergency circumstances, as soon thereafter as is practicable. SFMC shall be responsible for maintaining documentation to show that patients have been provided the Notice of Privacy Practices and shall allow MSM reasonable access to such documentation in order to confirm compliance.



10. **Independent Contractors**

The parties hereby acknowledge that they are independent contractors, and neither MSM nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of SFMC. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. MSM shall be liable for its own debts, obligations, acts and omissions, including the payment of required withholding, social security and other taxes or benefits. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

11. **Non-Discrimination**

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status or handicap in either the selection of Residents for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude effective participation in the Clinical Education Program.

12. **Confidentiality**

MSM and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of SFMC and not disclose or reveal any confidential information to any third party without the expressed prior written consent of SFMC. MSM shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by SFMC. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide SFMC with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to MSM. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

**13. Term and Termination**

The initial term ("Initial Term") of this Agreement shall be for a period commencing on the Effective Date and ending June 30, 2008. At the end of the Initial Term, the parties may agree to extend the term for an additional one year by mutual written agreement.

Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least sixty (60) days prior written notice, provided that all MSM Residents currently enrolled in the Program at SFMC at the time of notice or termination shall be given the opportunity to complete their clinical educational Program at SFMC. SFMC's obligation to reimburse MSM shall survive the term of this Agreement.

**14. Entire Agreement**

This Agreement and any accompanying exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all such prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

**15. Severability**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

**16. Arbitration**

Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof. Or the breach hereof shall be determined and settled by arbitration in Fulton County, Georgia in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State of Georgia. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. This Agreement shall remain in full force and effect unless otherwise

**Exhibit B**

**Confidentiality Statement**

The undersigned hereby acknowledges his/her responsibility under applicable federal and state law and the Agreement between Morehouse School of Medicine, Inc. ("MSM") and Tenet South Fulton, Inc., doing business as South Fulton Medical Center ("SFMC"), to keep confidential any information regarding SFMC patients, as well as all confidential information of SFMC. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of SFMC, except as required by law or as authorized by SFMC.

Date this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Witness

**South Fulton Medical Center**

1170 Cleveland Avenue  
East Point, GA 30344

December 17, 2010

Morehouse School of Medicine, Inc.  
Attn: Lawrence Sanders, M.D.  
1513 East Cleveland Avenue, Bldg. 500  
East Point, Georgia 30344

RE: Term Extension of Affiliation Agreement dated November 1, 2006 ("Agreement") between Tenet South Fulton, Inc., d/b/a South Fulton Medical Center ("SFMC") and Morehouse School of Medicine, Inc. ("MSM")

Dear Dr. Sanders:

As you may be aware, the Affiliation Agreement for graduate medical education, as extended, (the "Agreement"), referenced hereinabove, is scheduled to expire on December 31, 2010 ("Expiration Date").

The Hospital desires to extend the Agreement upon the same terms and conditions until the earlier of (i) one hundred eighty (180) days from the Expiration Date, (ii) a renewal agreement ("Renewal Agreement") is executed, or (iii) the Agreement is terminated in accordance with its terms. It is my expectation that the Renewal Agreement will be available for execution in the near future. The Renewal Agreement shall supersede this Term Extension.

During this Term Extension, MSM shall compensate each physician affiliated with MSM, including but not limited to any physician shareholder, member, partner, employee and/or independent contractor, in a manner (i) that is commercially reasonable and consistent with fair market value, and (ii) that does not vary with or reflect or relate to either directly or indirectly the volume or value of any actual or anticipated patient referrals to, or other business generated for, SFMC. Further, MSM shall comply with all relevant claims submission and billing laws and regulations.

If MSM desires to continue the contractual relationship, I ask that you sign this letter and return to me for our records. In the event that I do not receive it back from you prior to the Expiration Date of the Agreement, MSM is instructed to cease providing services pursuant to the Agreement following the Expiration Date, as no compensation will be forthcoming for services rendered following the Expiration Date.

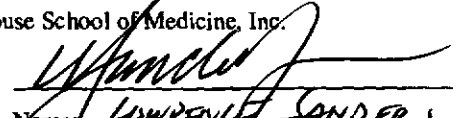
Sincerely,



James Clements  
Chief Executive Officer

The undersigned on behalf of the MSM hereby acknowledges and agrees to the terms and conditions above.

Morehouse School of Medicine, Inc.

By:  Date: 12/30/2010  
Name: LAWRENCE SANDERS JR  
Title: ASSOCIATE DEAN

**Tenet**

**Frequently Asked Questions Related to  
Master Affiliation Agreements  
and  
Program Letters of Agreement**

**Question 1: What is the difference between *master affiliation agreements* and *program letters of agreement*?**

**Answer:** Master affiliation agreements (also referred to as institutional agreements or MAAs) are agreements between a Sponsoring Institution and all major participating sites involved in residency education (Institutional Requirements, I.C.2.). "Major participating site" is defined as follows: A Review Committee-approved participating site to which all residents in at least one program rotate for a required educational experience, and for which a master affiliation agreement must be in place. To be designated as a major participating site in a two-year program, all residents must spend at least four months in a single required rotation or a combination of required rotations across both years of the program. In programs of three years or longer, all residents must spend at least six months in a single required rotation or a combination of required rotations across all years of the program. The term "major participating site" does not apply to sites providing required rotations in one year programs. (see "*Master Affiliation Agreement*")

In addition to developing master affiliation agreements, a sponsoring institution must assure that each of its accredited programs has program letters of agreement (PLA) with sites involved in educating residents (Institutional Requirements, I.C.3.). Thus, in contrast to master affiliation agreements, program letters of agreement originate at the program (instead of the institutional) level and are required for each participating site providing a required assignment (Common Program Requirement I.B.) Program directors should consult and review specialty/subspecialty program requirements and the respective Review Committee webpage for further details on this issue.

**Question 2: What information do *master affiliation agreements* and *program letters of agreement* need to contain?**

**Answer:** The Institutional Requirements do not stipulate what needs to be covered in master affiliation agreements. These documents need to be reasonably current, that is, renewed every five years, and signed by the appropriate parties. If nothing in the master affiliation agreement has changed at the end of five years, the Institutional Review Committee will accept an amendment signifying review and extension of the agreement with signatures. The Common Program Requirements stipulate that program letters of agreement should:

- a) identify the faculty who will assume both educational and supervisory responsibilities for residents;

- b) specify their responsibilities for teaching, supervision, and formal evaluation of residents;
- c) specify the duration and content of the educational experience; and,
- d) state the policies and procedures that will govern resident education during the assignment.

Like master affiliation agreements, program letters of agreement should be renewed at least every five years.

**Question 3: What is the stated purpose of program letters of agreement?**

**Answer:** Program letters of agreement provide details on faculty, supervision, evaluation, educational content, length of assignment and policy and procedures for each required assignment that occurs outside of the sponsoring institution. These documents are intended to protect the residents by ensuring an appropriate educational experience under adequate supervision. So, unlike master affiliation agreements, which tend to be complex legal documents, program letters of agreement are intended to be short, less formal documents (approximately one-two pages in length) that address, as simply as possible, the four points noted in question 2.

**Question 4: What is the minimum experience for which a program letter of agreement needs to exist between a residency program and a site involved in residency education?**

**Answer:** Program letters of agreement are required between the residency program and all sites to which residents rotate for required education or assignments.

**Question 5: Are program letters of agreement necessary for “courses” such as the Armed Forces Institute of Pathology course or the Bellevue Hospital Toxicology Course?**

**Answer:** Courses, like the Armed Forces Institute of Pathology course or the Bellevue Hospital Toxicology course, are not examples of “sites ” and, therefore, do not require program letters of agreement.

**Question 6: Are master affiliation agreements and program letters of agreement needed when sites are closely associated? For instance would program letters of agreement be necessary between a University Hospital and the Children's Hospital with which it has close ties?**

**Answer:** A residency program sponsored by a University Hospital that requires a rotation/assignment at the Children's Hospital would need a master affiliation agreement and a program letter of agreement if the two entities are operated by two different governing bodies (e.g., Board of Directors). However, if the two sites operate essentially as one entity, that is, they are governed by one governing body (e.g. Board of Directors) neither a master affiliation agreement nor a program letter of agreement would be necessary. This reasoning applies to all closely associated sites, not only those between University and Children's Hospitals.

A program letter of agreement would not be required for a rotation to an integrated site if the written document that is required between the sponsor and the integrated site incorporates the elements of the program letters of agreement (Common Program Requirements I.B.1.a.-d.). Including all the required elements in the integration agreement will eliminate the need for a separate program letter of agreement and integration agreement.

**Question 7: Are program letters of agreement necessary for rotations to physicians' offices, nursing homes, ambulatory surgical centers and other similar learning environments?**

**Answer:** In keeping with the answer provided to Question 6, program letters of agreement are not necessary if the following on-campus or off-campus site is under the governance of the sponsoring institution or is an office of a physician who is a member of the sponsoring institution's teaching faculty/medical staff: nursing and assisted-living homes; hospice facilities; faculty patient care offices; private physicians' offices (volunteer faculty); ambulatory surgical centers; diagnostic centers, e.g. imaging, laboratory, etc.; treatment centers, e.g. dialysis, rehabilitation, chemotherapy, etc.; other similar sites. Rotations to these types of sites that are not governed by the sponsoring institution or that occur in offices of physicians who are not members of the sponsoring institution's teaching faculty/medical staff require program letters of agreement. Because some Review Committees have stricter criteria, program directors should consult and review the specialty/subspecialty requirements and the Review Committee webpage for more specific details on this issue.

**Question 8: If a program director and/or faculty functions within multiple participating sites that educate residents (e.g., the program director oversees the program at the sponsoring university hospital and is also the local director at the VA medical center), does he/she need a program letter of agreement with him/herself?**

**Answer:** As noted in the responses to Questions 6 and 7, program letters of agreement are not necessary when a rotation/assignment occurs at a site under the governance of the sponsor or in an office of a physician who is a member of the sponsoring institution's teaching faculty/ medical staff. However, in the example in this question, the VA is unlikely to be under the governance of the sponsor, so the program director needs to appoint a local director at the VA site who is accountable for the day-to-day activities of residents (Common Program Requirements II.A.4.b). A program letter of agreement between the program director and the local director would be necessary in this example.

**Question 9: Who should sign the program letters of agreement for the sponsoring institution? Who should sign for the participating sites?**

**Answer:** A program letter of agreement should include the signatures of the program director as initiating the letter and the local director at the participating site. The official signing for the participating site to which the residents rotate should be the individual responsible for supervising and overseeing resident education at that location, e.g., the local director or, in some cases, the medical director. Although the requirements do not specify that the program letter of agreement include the signature of the Designated Institutional Official (DIO), institutions may find it prudent to include this signature. The program director, DIO and the Graduate Medical Education Committee (GMEC) of the Sponsoring Institution should make this decision.

**Question 10: Does a subspecialty program need a separate program letter of agreement if the specialty (core) program already has a letter of agreement with a particular institution?**

**Answer:** Although a single program letter of agreement that provides the Review Committee with appropriate information (i.e., the content of the experience, supervision, evaluation, length of assignment, the policy and procedures) for both the specialty and subspecialty programs would be acceptable, such a document may be long and overly complicated. The preferred strategy would be to develop two separate letters, one for the specialty program, and another for the subspecialty program.



**Question 11: When should program letters of agreement be updated?**

**Answer:** Agreements should be updated whenever there are changes in program director or participating site director, resident assignments, or revisions to the items specified in the Common Program Requirements I.B.1 a-d. Program letters of agreement must be renewed at least every five years. If nothing in the agreement has changed at the end of five years, it is acceptable to add an amendment signifying review and extension of the agreement with signatures.

**Question 12: At the time of the site visit, which document (the master affiliation agreement or program letter of agreement) will the site visitor be interested in verifying?**

**Answer:** During an institutional site visit the site visitor will be primarily interested in reviewing and verifying the master affiliation agreements that the Sponsoring Institution maintains with major participating sites. During a program site visit, a program director should have the program letters of agreement available for review by the site visitor. Site visits to programs located at single-program sponsoring institutions must have both documents available for site visitor at the time of the visit.

Program directors and Designated Institutional Officials should contact the Review Committee Executive Director for more specific details or further clarification.

The following sample templates for program letters of agreement have been prepared to assist program directors in preparing these documents for the program. They represent the minimal detail acceptable to the Review Committee. Addition of more detail is not required and occurs at the sole discretion of the program director, DIO, or GMEC of the Sponsoring Institution or participating site.

MEMO

To: Local Director, Participating Site  
From: Program Director, Sponsoring Institution's Residency/Fellowship Program  
Subject: Required Resident/Fellow Assignments  
Date:

This memo serves as an Agreement between Sponsoring Institution's Residency/Fellowship Program and Participating Site involved in resident/fellowship education for required assignments and is effective from \_\_/\_\_/\_\_\_\_, and will remain in effect for five years or until updated, changed or terminated by the Residency/Fellowship Program and Participating Site.

The following person(s) are responsible for education and supervision:  
Program Director at Sponsoring Institution

Local Director at Participating Site and the following faculty members:  
List other faculty by name or general group:

The above mentioned people are responsible for the education and supervision of the residents/fellows while rotating at Participating Site.

The faculty at Participating Site must provide appropriate supervision of residents/fellows in patient care activities and maintain a learning environment conducive to educating the residents/fellows in the ACGME competency areas. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

The content of the educational experiences has been developed according to ACGME Residency/Fellowship Program Requirements,

and include the following goals and objectives:

or  
and are specified in the Resident Handbook, pg \_\_\_\_\_

or  
and are delineated in the attached document.

In cooperation with Program Director, Site Director and the faculty at Participating Site are responsible for the day-to-day activities of the Residents/Fellows to ensure that the outlined goals and objectives are met during the course of the educational experiences at Participating Site.

The duration(s) of the assignment(s) to the participating site is (are):

During assignments to Participating Site, resident/fellows will be under the general direction of the Sponsoring Institution's Graduate Medical Education Committee's and Program's Policy and Procedure Manual and Participating Site's policies for \_\_\_\_\_.

Sponsoring Institution

\_\_\_\_\_  
Program Director signature      Date

Participating Site

\_\_\_\_\_  
Site Director signature      Date

**Program Letter of Agreement  
between  
Sponsoring Institution's Residency/Fellowship Program  
and  
Participating Site**

This document serves as an Agreement between Sponsoring Institution's Residency/Fellowship Program and Participating Site involved in resident/fellowship education.

This Letter of Agreement is effective from \_\_\_/\_\_\_/\_\_\_\_, and will remain in effect for five years, or until updated, changed or terminated by the Residency/Fellowship Program and Participating Site.

**1. Persons Responsible for Education and Supervision**

At Sponsoring Institution: Program Director

At Participating Site: Local Director

List other faculty by name or general group:

The above mentioned people are responsible for the education and supervision of the residents/fellows while rotating at Participating Site.

**2. Responsibilities**

The faculty at Participating Site must provide appropriate supervision of residents/fellows in patient care activities and maintain a learning environment conducive to educating the residents/fellows in the ACGME competency areas. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

**3. Content and Duration of the Educational Experiences**

The content of the educational experiences has been developed according to ACGME Residency/Fellowship Program Requirements,

and include the following goals and objectives:

or

and are specified in the Resident Handbook, pg \_\_\_\_\_

or

and are delineated in the attached document.

In cooperation with Program Director, Site Director and the faculty at Participating Site are responsible for the day-to-day activities of the Residents/Fellows to ensure that the outlined goals and objectives are met during the course of the educational experiences at Participating Site.

The duration(s) of the assignment(s) to Participating Site is (are):

**4. Policies and Procedures that Govern Resident Education**

Residents/Fellows will be under the general direction of the Sponsoring Institution's Graduate Medical Education Committee's and Program's Policy and Procedure Manual and Participating Site's policies for \_\_\_\_\_.

Sponsoring Institution

\_\_\_\_\_  
Program Director signature      Date

Participating Site

\_\_\_\_\_  
Site Director signature      Date

FAQs on MAA and PLAs 11242009

## **HOSPITAL AFFILIATION**

### **Assessment of Atlanta Hospital Market**

### **Potential Affiliations to Support MSM Clinical Education**

#### **WORKING LIST OF CHARACTERISTICS AND INDICATORS**

In preparation for any potential affiliations, please identify and prioritize the characteristics and indicators that provide information to support decisions related to MSM Hospital Affiliations. Please add additional items, delete items, change the words or move items between categories or suggest new categories. This list serves as a starting point. The desired outcome of this planning review is to craft a set of critical indicators to provide information to support decisions about hospital affiliates.

#### **I. MSM Clinical Education Priorities**

- a) Alignment with MSM mission
- b) Accessibility of Hospital to MSM Faculty
- c) Accessibility to MSM residents and students
- d) Environment adaptable to teaching and learning
- e) Space to accommodate sufficient support clinical education
  - Library
  - Resident Space
  - Administrative Space
- f) Ease of development of related ambulatory practices
- g) Ease of establishing appropriate information technology connections with MSM

#### **II. MSM Clinical Education Strategic Requirements**

- a) Major hospital affiliate of sufficient size to support aggregation of a critical mass of MSM faculty physicians, residents and students for patient care associated with MSM Clinical Education Programs
- b) Multiple hospital affiliates focused on specific clinical education programs
- c) Hospital affiliate supports continuity between ambulatory and hospital care for patients, faculty, residents and students
- d) Adequate number of occupied teaching beds to assure sufficient patient loads and varieties of clinical problems to support learning for residents, students and faculty
- e) Spectrum of diseases reflect the disease burden in the general community – not a specialty hospital
- f) Support services for inpatients available on a 24 hour basis – intravenous services, phlebotomy services, messenger/transport services, laboratory and radiologic information retrieval system that allows prompt access to results

- g) Appropriate facilities and equipment to assure residents and students become proficient in effective use of current and evolving technologies
- h) Hospital has a strong reputation for quality of services
- i) Hospital values cultural diversity and works toward cultural competence
- j) Hospital has a strong reputation for high quality nursing care

**III. Hospital Interest in Clinical Education**

- a) Established relationship with MSM
- b) Established relationship with medical school other than MSM
- c) Approved GME site
- d) Interest in becoming an approval site for GME
- e) Hospital expressed interest in Clinical Education
  - Undergraduate
  - Graduate
- f) Interest in selected undergraduate and/or clinical education programs

**IV. Medical Staff Characteristics**

- a) Number of physicians on active medical staff
  - Primary Care/Generalist
  - Specialist
  - Hospital Based Physicians
- b) Number of physicians on courtesy medical staff
- c) Diversity of medical staff membership
- d) Medical Staff leadership favorable toward MSM clinical education program
- e) Medical staff leadership understands clinical education and its value-added to clinical services
- f) Number of MSM faculty physicians on medical staff
- g) Reputation of medical staff credentials process
- h) Articulated vision for future development and growth

**V. Hospital Management Team**

- a) Knowledgeable about medical school affiliations and clinical education
- b) Favorable to MSM relationship
- c) Evidence of strong and resilient working relationship between management team and medical staff
- d) Demonstrated knowledge of financial management of health care organizations
- e) Understands clinical education and value-added to clinical services
- f) Evidence of marketing presence --- recall commercial advertisement or promotional item
- g) Articulated vision for future development and growth

**VI. Quality of Hospital Services**

- a) JCAHO Accreditation
- b) Last JCAHO Score
- c) Demonstrated commitment to continuous improvement activities
- d) Quality Management/ Performance Improvement Program
- e) Opportunities for MSM to participate in Quality Improvement/Performance Improvement Activities
- f) Evidence of physician participation and leadership in performance improvement
- g) Quality of management of information processes and procedures
- h) Information technology
- i) Willingness to share information for assessment of clinical practice
- j) Willingness to share information for research purposes, specifically health services research and outcomes

**VII. Hospital Characteristics**

- a) Number of licensed beds
- b) Number of beds staffed
- c) Average Occupancy
- d) Reported Operating Margins
- e) Discharges
- f) Net patient care revenue/ discharge



- g) Reported payer mix
- h) Reported LOS
- i) Independent vs. affiliated with Hospital System
- j) For profit vs. non-profit
- k) Diversity of patient population
- l) Diversity of disease states treated at hospital
- m) Evidence of implementation of vision and strategic plans
- n) Evidence of good relationship between medical staff and neighborhoods around the hospital
- o) Assessment of employee commitment
- p) Reported employee turnover rates
- q) Reputation of nursing services
- r) Reputation for high quality services