

**MEDICAL UNIVERSITY OF SOUTH CAROLINA  
2009 - 2010 RESIDENT AGREEMENT  
<<FIRST NAME/MIDDLE NAME/LAST NAME, CREDENTIAL>>**

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This AGREEMENT is made as of <<Today's Date>>, and entered into by and between the MEDICAL UNIVERSITY OF SOUTH CAROLINA GRADUATE MEDICAL EDUCATION PROGRAM and the MUSC Medical Center (herein known collectively as MUSC GME PROGRAM) and <<First Name/Middle Name/Last Name, Credential>> for the period <<Start Date>> to <<End Date>>.

**WITNESSETH**

**ARTICLE I**

By virtue of this AGREEMENT, the above indicated individual is recognized as a Resident of the MUSC GME PROGRAM. The Resident agrees to abide by the policies, procedures, rules, and regulations of the Medical University of South Carolina and the MUSC GME PROGRAM, as these policies, procedures, rules and regulations currently exist and may, from time to time, be amended.

**ARTICLE II**

The Resident's title is as follows:

<<First Name/Middle Name/Last Name, Credential>>  
<<Department/Division>>  
<<Rank>>

Effective October 1, 2008, the following pay levels were established:

<u>LEVEL</u>	<u>SALARY</u>	<u>LEVEL</u>	<u>SALARY</u>
PG - 1	\$43,947.00	PG - 5	\$51,132.00
PG - 2	\$45,008.04	PG - 6	\$53,627.04
PG - 3	\$46,965.00	PG - 7	\$55,680.00
PG - 4	\$48,999.00	PG - 8	\$58,965.00

**ARTICLE III**

**RESIDENT OBLIGATIONS AND RESPONSIBILITIES:**

1. The Resident must meet the qualifications for Resident eligibility as determined by the Accreditation Council for Graduate Medical Education (hereinafter ACGME) and the South Carolina Board of Medical Examiners. The Resident must submit to a criminal background check and a drug screen test in accordance with MUSC and MUSC Medical Center requirements. An unsatisfactory result in the criminal background check or a positive result in the drug screen test will result in rescinding the offer of a residency training position. For Residents entering at the PGY-3 level or above, official documentation of passing the USMLE Step 3 (or COMLEX equivalent) must be provided. Commencement of the Resident's training is contingent on securing and maintaining an appropriate license in the State of South Carolina and, if applicable, controlled substance registrations as required by State and Federal agencies. Commencement of the Resident's training is further contingent upon proof of U.S. citizenship or legal immigrant status, and proper work authorization or J-1 or H-1B approval as determined by the Program Director. The Resident agrees to provide proper documentation of these registrations to the MUSC Office of Graduate Medical Education at the time of issue and renewal. Failure to maintain proper credentials may result in suspension or termination from the PROGRAM and possible penalties and/or fines.
2. The Resident agrees to perform the duties and responsibilities required of him/her within the regular hours of work and the on-call hours as determined by the Program Director in conformity with the conditions established by the ACGME.

The Resident further agrees to comply with the ACGME duty hour limitations and policies or procedures implemented by the MUSC Graduate Medical Education Committee (GMEC) to comply with these limitations. In that regard, the Resident agrees to accurately track and report duty hours as defined by the ACGME and the MUSC GMEC. The current GMEC policy on duty hour reporting states all Residents are required to report their duty hours using the E\*Value system. Residents must log their duty hours a minimum of once every fifteen days. If fifteen days pass without a Resident logging his/her duty hours, a verbal warning will be issued by the Program Director. At the second occurrence, the Resident will be sent home using a vacation day so that s/he may

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immediately log delinquent duty hours. Repeated failure to report duty hours or falsification of duty hours will result in suspension and/or termination from the residency program. The Resident should notify the Residency Program Director and the ACGME Designated Institutional Official (ACGME DIO) for GME if s/he is in danger of exceeding the ACGME duty hour limitations. The Resident will receive instruction on how to recognize signs of fatigue and agrees to comply with MUSC GMEC policies or procedures designed to prevent or counteract the negative effects of fatigue.

3. The Resident agrees to perform stated duties and responsibilities to the best of his/her abilities at a satisfactory level of competence as determined by the Program Director and the Residency Program's faculty through a continuous, confidential evaluation of the Resident's performance.
4. The Resident agrees to comply with all applicable policies, procedures, rules and regulations of the MUSC Medical Center and all other training facilities, as the same may exist from time to time, including any rules and regulations described in the MUSC GME PROGRAM'S Resident Handbook.
5. The Resident agrees to complete medical records in accordance with MUSC Medical Center policies (see MUSC GME Resident Handbook) unless there is a valid excuse as determined by the Program Director. The Resident agrees to complete all medical records in a manner **WHICH COMPLIES WITH ALL FEDERAL, STATE AND HOSPITAL REGULATIONS**. The Resident's performance in medical record completion will be considered in the overall performance review when agreements are renewed. Recurrent, ongoing, and continuing failure to meet this obligation may result in suspension or termination from the MUSC GME PROGRAM and possible penalties and/or fines.
6. The Resident agrees to meet the requirements of MUSC Employee Health Services relating to pre-placement clearance prior to starting the residency program, which includes a negative result from a drug screen test, and periodic evaluation of the Resident's ability to perform the duties and responsibilities required hereunder.
7. The Resident agrees to provide patient care commensurate with his/her level of knowledge and skill under a combination of direct supervision and progressive independence based upon demonstrated competence and abilities. The Resident agrees to provide safe, effective, and compassionate care based upon the best evidence available. The Resident will develop an understanding of ethical, socioeconomic/cultural and medical-legal issues that affect patient care and will learn to apply appropriate cost-containment measures in the provision of care.
8. The Resident agrees to participate in all educational activities of the residency program and those required by the Graduate Medical Education Committee (i.e. Core Curriculum). The Resident agrees to participate in any institutional committees or councils to which the Resident is appointed, assigned, or selected. The Resident accepts the responsibility for teaching and supervising medical students and other Residents and, when called upon, renders an evaluation of the performance of these individuals. The Resident's performance as a clinical teacher will be considered as part of the evaluation process and as a condition for renewal of this AGREEMENT.
9. The Resident agrees to take USMLE Part 3 (or COMLEX equivalent) during the PGY-1 year and to pass the USMLE Part 3 (or COMLEX equivalent) before the end of the PGY-2 year. Failure to take the exam during the PGY-1 year or to pass it before the end of the PGY-2 year will result in the non-renewal of this agreement.
10. The Resident agrees to act in a professional manner and present a professional appearance while engaged in any and all residency program activities. Recurrent, ongoing, and continuing failure to behave or dress professionally may result in suspension or termination from the MUSC GME PROGRAM.

#### **ARTICLE IV**

##### **MUSC GME PROGRAM OBLIGATION AND RESPONSIBILITIES:**

1. MUSC GME PROGRAM agrees to provide, through its affiliated facilities, an education and training program that is fully accredited by the ACGME and its various residency review committees. The education and training will take place in facilities that are approved by the Joint Commission for the Accreditation of Healthcare Organizations (JCAHO) or other recognized healthcare accrediting agencies.

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2. MUSC GME PROGRAM agrees to provide policies or procedures regarding mechanisms for tracking, reporting and monitoring Resident duty hours in compliance with ACGME requirements. MUSC GME PROGRAM will ensure that no faculty or staff member will direct or coerce a Resident to violate the ACGME duty hours requirements. MUSC GME PROGRAM will provide faculty with educational programs to help them recognize signs of fatigue and strategies to prevent or counteract the negative effects of fatigue. MUSC GME PROGRAM also agrees to provide support when patient care responsibilities are unusually difficult or prolonged or if unexpected circumstances create Resident fatigue that jeopardizes patient care (see MUSC GME Resident Handbook).
3. MUSC GME PROGRAM agrees to provide policies and procedures whereby complaints of sexual harassment or other forms of discriminatory practices may be addressed in a manner consistent with Title VII of the Civil Rights Act as described in the MUSC GME Resident Handbook. The MUSC GME PROGRAM further agrees to provide special training for all Residents in the areas of sexual harassment and cultural diversity.
4. MUSC GME PROGRAM agrees to provide psychological and counseling services to those Residents in need of such services in accordance with the policies and procedures described in the MUSC GME Resident Handbook.
5. MUSC GME PROGRAM agrees to provide policies and procedures to handle Physician Impairment and Substance Abuse. Specific details can be found in the MUSC GME Resident Handbook.
6. MUSC GME PROGRAM agrees to provide Residents with due process where actions are contemplated which could result in dismissal from the MUSC GME PROGRAM or could adversely affect a Resident's intended career development. The specific policies and procedures for due process can be found in the MUSC GME Resident Handbook.
7. MUSC GME PROGRAM agrees to provide Residents with ample notification of any decisions regarding residency program closure or residency program reduction as described in the MUSC GME Resident Handbook.
8. MUSC GME PROGRAM agrees that it will not require its Residents to sign a non-competition clause as a condition for enrollment in a residency program.
9. MUSC GME Program does not prohibit Residents' moonlighting while enrolled in a residency program but requires the procedures of Article VI of this agreement to be followed. It should be understood that if permission to moonlight is granted, it is the resident's responsibility to purchase or arrange for private insurance coverage for his/her protection and the employing institution as not State coverage, immunities, or limits on liability will be available for such activity.

**ARTICLE V**

**COMPENSATION AND BENEFITS:**

MUSC GME PROGRAM agrees to provide compensation and benefits to the Resident as the sole consideration for the services provided hereunder. For more specific details about each benefit, refer to the GME Resident Handbook.

1. ANNUAL SALARY commensurate with the level of training shall be paid to the Resident in monthly installments (less applicable withholding taxes).
2. ANNUAL LEAVE of three (3) weeks, as defined by twenty-one (21) days consisting of a maximum of fifteen (15) working days (Monday-Friday) plus six (6) weekend days (Saturday-Sunday), with pay may be given per twelve month period unless specifically limited as required for Specialty Board certification. Time away from MUSC for job interviews, board exams, meetings and conferences must be taken as Annual Leave unless other arrangements are approved by the Program Director according to departmental policy. Annual Leave is granted at the discretion of the Program Director and must be approved, in writing, by the Program Director (or his/her Designee) in advance. Residents are expected to carry out any duties or assignments as directed by their Program Director on Federal or State holidays, unless other arrangements are made by the Program Director (or his/her Designee) according to departmental policy. Residents are not granted compensation time for working on Federal or State holidays unless approved, in writing, by the Program Director according to departmental policy.

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3. SICK LEAVE of three (3) weeks, as defined by twenty-one (21) days, including Saturdays and Sundays, with pay may be given per twelve month period. A Resident who is absent from the residency program for four or more consecutive days due to illness must present a clearance letter from the principal treating physician or receive written approval from the Program Director before returning to the program. Under certain circumstances, additional Sick Leave without pay may be granted with the written approval of the Program Director, who will send a copy of this approval to the Graduate Medical Education Office. The Resident may be required to make up any time missed in accordance with the Residency Program and Specialty Board Eligibility requirements.
4. BEREAVEMENT LEAVE of up to three (3) days with pay shall be given per death of an immediate family member (i.e., parents, siblings, grandparents, children or spouse). The Resident may be required to make up the time missed in accordance with the Residency Program and Specialty Board Eligibility requirements.
5. MATERNITY/PATERNITY LEAVE will be granted to the mother or father at the time of birth or adoption in conjunction with the Family Medical Leave Act (FMLA). The mother or father will be granted a maximum of six (6) weeks Paid Leave (3 weeks Annual Leave; 3 weeks Sick Leave) per twelve month period. Paid leave will be reduced by leave used previously during the twelve-month academic period. The Resident may request additional unpaid time off beyond this initial six (6) weeks. This request must be approved by the Program Director in writing, in advance. If an ACGME RRC and/or the Specialty Board restricts annual time off to less than six (6) weeks in an academic year, the Program Director will defer to the allowable RRC and/or Specialty Board Eligibility requirement(s). Any Resident who is on Maternity or Paternity Leave may be required to make up time missed while on leave in accordance with the RRC or Specialty Board Eligibility requirements. For more specific details, see the MUSC GME Resident Handbook.
6. INSURANCE COVERAGE shall be available to the Resident through:
  - A. Health Insurance - The Resident will receive health (including hospitalization) and dental at variable costs. Dependents are covered at the Resident's expense.
  - B. Life Insurance - If the Resident participates in the South Carolina Retirement System, after one year of continuous service, the Resident's beneficiary is eligible to receive a sum equal to the Resident's annual salary. Additionally, if the Resident elects health coverage, an additional \$3,000 is payable to the Resident's beneficiary. Optional life insurance is available at reasonable rates and the Resident can elect coverage up to 3 times the annual salary (rounded down to the nearest \$10,000) without having to provide medical evidence. If medical evidence is approved, a Resident can elect up to \$500,000 in coverage.).
  - C. Workman's Compensation - All MUSC employees, including Residents, are covered by Workers' Compensation, which is designed to provide benefits for employees who have incurred medical expenses or are unable to work due to bona fide occupational injuries or illnesses.
  - D. Disability Insurance - Residents will receive basic long-term disability insurance after one year of service only if health insurance is elected. Supplemental long term disability insurance is available at a competitive rate. Basic and supplemental long term disability insurance are portable and can be converted. If participating in the South Carolina Retirement System, after 5 years of earned service (vesting period) in the event of a disability, Residents are eligible to apply for disability retirement. If approved for SCRS Disability Retirement or BLTD/SLTD benefits, a Resident is eligible to continue health and dental coverage if the last 5 years of employment before approval are permanent, consecutive and in a benefits eligible position. If the Resident has 5-10 years of service they are eligible for non-funded rate. If they have more than 10 years of service they are eligible for funded rates. Should disability retirement be granted, health insurance will also be available.
  - E. Professional Liability Coverage - The Resident will be insured by the South Carolina Insurance Reserve Fund and protections of the South Carolina Tort Claims Act will be extended to you for professional liability while performing duties and responsibilities within the scope of your duties and training in the MUSC GME Program. Insurance coverage will extend beyond your time in residency covering incidents that occurred during you training.

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7. PROFESSIONAL LEAVE OF ABSENCE may be granted under special circumstances and will be handled on an individual case-by-case basis by each Residency Director and the ACGME DIO for GME. The Resident may be required to make up the time missed in accordance with the Residency Program and Specialty Board Eligibility requirements. Terms of reinstatement after a Leave of Absence will be developed, written and approved by the Program Director and the ACGME DIO before the Resident will be permitted to return to the residency program.
8. WORKING CONDITIONS for the Resident will include: a) elected representatives on the Graduate Medical Education Committee, the Medical Executive Committee, the GMEC Internal Residency Review Committee and other hospital and College of Medicine Committees; b) an independent Resident organization; c) a security patrolled parking facility; d) sleeping quarters in hospital while on-call; e) a meal money allowance for each on-call day; f) one new white clinic lab coat each year of training; g) membership at Harper Student Wellness Center (as taxable income); h) assistance with handling loan deferments; and a lounge for the exclusive use by the Residents. The MUSC GME PROGRAM does not provide laundry service to Residents. The MUSC GME PROGRAM can provide information about housing in the Charleston area but does not provide housing for Residents.
9. MUSC RESIDENT ORGANIZATION is an independent body whose sole purpose is to provide a forum for Residents to meet and express any concerns, complaints or grievances related to the overall residency training programs. MUSC GME PROGRAM will support the operation of the MUSC RESIDENT ORGANIZATION through meeting space, clerical support and other amenities as needed. The MUSC GME PROGRAM also provides support for the MUSC GME Resident Auxiliary.
10. NO FINANCIAL COMPENSATION shall be paid to the Resident by patients or third parties for any patient care services rendered pursuant to this AGREEMENT.

**ARTICLE VI**

**MOONLIGHTING AND OUTSIDE ACTIVITIES:**

MUSC GME PROGRAM subscribes to the ACGME position that residency training is a full-time experience. Residents have a primary responsibility to achieve maximum performance in their educational endeavors and provide optimal care to the patients charged to them. Any Resident with a South Carolina Limited License cannot moonlight as it is defined in the MUSC GME Resident Handbook. A Resident may participate or engage in moonlighting as defined in the MUSC GME Resident Handbook, if the Resident possesses a Permanent License to practice medicine in South Carolina and the Resident acknowledges that while engaging in any moonlighting activities, the Resident is not acting as an agent of the MUSC GME PROGRAM. All internal moonlighting hours, conducted within MUSC hospitals and its clinics, the Ralph H. Johnson VA Medical Center, East Cooper Medical Center, Roper Hospital, St. Francis Hospital, Trident Health Systems, Southeastern Fertility Center, Spartanburg Regional Health System, Georgetown Memorial Hospital, Kindred Hospital, and any facility affiliated with the specific residency program, will be counted as part of the 80-hour per week duty hour limit. The Resident may moonlight in any MUSC facility, its affiliates or any facility associated with his/her residency program provided that: a) such activity does not violate the rules and regulations of any federal agency (e.g. Center for Medicare and Medicaid Services (CMS), accrediting organizations (e.g. ACGME, Joint Commission for the Accreditation of Healthcare Organizations (JCAHO), etc.), and/or the facilities credentialing policies and b) the Resident has the written approval of the Residency Program Director to engage in such activity. Any questions regarding professional liability coverage must be directed to MUSC Risk Management. Each department is responsible for establishing all rules and regulations governing moonlighting.

Enforcement of these rules and regulations is the responsibility of the Program Director. The Resident malpractice insurance through the South Carolina Insurance Reserve Fund *does not cover moonlighting activities outside MUSC facilities.*

A Residency Program Director may prohibit a Resident from any moonlighting activity if it is deemed to interfere with the Resident's obligations under this AGREEMENT or the Resident's performance in the residency program. Any Resident on formal academic remediation is prohibited from engaging in any moonlighting activities. Residents who violate such a prohibition are subject to immediate dismissal from the program. Residents working under J-1 sponsorship or H-1B are prohibited from engaging in outside remunerative work of any kind or nature whatsoever in accordance with ECFMG and INS regulations. Both J-1 and H-1B petitions are employer-specific. Residents in

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violation are immediately considered in violation of status and are subject to disciplinary action up to and including termination from their programs and deportation.

**ARTICLE VII**

**TERMINATION:**

All matters pertaining to the Resident's performance under the terms of the AGREEMENT will be handled by the Residency Director in collaboration with the Department Chair and the residency program's faculty. Enrollment in the residency program during the period of this AGREEMENT is expressly conditioned upon satisfactory performance by the Resident during the entire term of the AGREEMENT presently in effect at the time the AGREEMENT is executed.

In the event that the Program Director, with input from the faculty, judges that the Resident has not performed satisfactorily or has violated the terms of this AGREEMENT, it shall become void and the Resident will be dismissed by the ACGME DIO for GME in accordance with the policies and procedures contained in the MUSC GME Resident Handbook. The MUSC GME PROGRAM will not terminate this AGREEMENT without providing the Resident with written notification and an opportunity to discuss with the Program Director, the Department Chair and the ACGME DIO, the reasons for the termination. The Resident may request a grievance hearing to appeal a dismissal in accordance with the procedure described in the MUSC GME Resident Handbook.

If the AGREEMENT is terminated in accordance with this paragraph prior to its expiration date, the ACGME DIO will notify the South Carolina Board of Medical Examiners and when appropriate, the ECFMG. Each party may submit an explanatory statement to the ACGME. In the event this agreement is terminated by the resignation of a Resident holding a Limited License, the ACGME DIO will notify the South Carolina Board of Medical Examiners, and when appropriate, the ECFMG.

The Resident further acknowledges by signing this AGREEMENT that evaluations of his/her work and progress in the residency program are an integral part of the residency experience. As such, information from these evaluations may be furnished to licensing boards, certification boards, credentials/privileging committees, prospective employers and/or other program directors. In instances where this information is shared, the Resident will indemnify and hold harmless the MUSC GME PROGRAM and its employees for any damages arising there from. Any information regarding a Resident's performance required by federal or state law will be released immediately to the proper authorities.

**ARTICLE VIII**

**MISCELLANEOUS:**

1. This AGREEMENT constitutes the entire agreement of the parties. All prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. The paragraph headings used herein are for convenience only and shall not be used in the construction or interpretation of this AGREEMENT. Any reference to the masculine, feminine or neuter gender shall be deemed to include the other.
2. The Resident may not assign any of his/her rights, powers, duties or obligations hereunder without express prior written approval of the MUSC GME PROGRAM.
3. The Resident agrees to participate in follow-up surveys after completion of the residency program. These surveys will request information regarding; evaluation of the residency program as preparation for practice, practice demographic/profiles and patient satisfaction data. The surveys will be sent at one-year, five-year, and ten-year intervals after completion of the MUSC GME PROGRAM.

**ARTICLE IX**

**RENEWAL:**

The Resident understands and agrees that the terms of the AGREEMENT are for one (1) year as set forth in Paragraph 1 and no further appointment is assured or to be implied from any of the terms and conditions of this agreement or any other written or oral communications between parties. The MUSC GME PROGRAM may elect not to renew this AGREEMENT due to unsatisfactory performance or any of a multitude of factors beyond its control (e.g., changes in Medicare funding or other regulations, changes in ACGME requirements, etc.). In the event of a nonrenewal, the Resident will be notified no later than March 1 of the current academic year. A Resident on formal

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academic remediation will also be notified by March 1 that the AGREEMENT may not be renewed based upon the outcome of performance during the remediation period. If the primary reason(s) for a decision not to renew a Resident's AGREEMENT occur(s) after March 1, the MUSC GME PROGRAM will notify the Resident of the non-renewal as soon as circumstances will reasonably allow. The Resident may request a grievance hearing to appeal a decision of nonrenewal in accordance with the procedure described in the MUSC GME Resident Handbook.

**In Witness Whereof, the parties have executed this AGREEMENT:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
<<First Name/Middle Name/Last Name, Credentials>>  
<<Department/Division>>

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
W. Stuart Smith  
Executive Director  
MUSC Medical Center

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Jerry Reves, M.D.  
Dean, College of Medicine  
Medical University of South Carolina

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Harry S. Clarke, Jr., M.D., Ph.D.  
Interim ACGME Designated Institutional Official for GME  
Medical University of South Carolina

**ARTICLE X**

**CRIMINAL BACKGROUND CHECK AND DRUG SCREEN:**

The Resident agrees to submit to a criminal background check and to complete a drug screen test in accordance with MUSC and MUSC Medical Center requirements. The Resident understands that the results will be discussed with MUSC and MUSC Medical Center officials.

**SCOPE OF PRACTICE:**

The Resident has reviewed the applicable Scope of Practice as outlined by the Residency Program. The Scope of Practice is located at <http://www.musc.edu/gme/sop>.

**MUSC GME RESIDENT HANDBOOK**

The Resident has been informed that the MUSC GME Resident Handbook for 2009-2010 is located at <http://gme.musc.edu/handbook/>. The Resident agrees to be responsible for knowing all information contained in the Handbook.

**MOONLIGHTING:**

ALL PGY-1 Residents and those with a South Carolina LIMITED LICENSE are NOT permitted to engage in any moonlighting, as defined in the MUSC GME Resident Handbook.

All Residents with a South Carolina PERMANENT LICENSE are permitted to ONLY engage in moonlighting, as defined in the MUSC GME Resident Handbook, after receiving proper authorization through the MUSC Moonlighting Approval Form.

**The Resident signature below acknowledges all items in Article X.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_