

Emory University School of Medicine: Office of Graduate Medical Education Fellowship Training Program Letter of Agreement:

This document, effective as of July 1, 2022 serves as a program letter of agreement (PLA) between Emory University, by and through its School of Medicine on behalf of its Department of Pathology and its Forensic Pathology Fellowship Program (“Emory”) and Fulton County, on behalf of the Fulton County Medical Examiner’s Office (“Participating Site”).

The purpose of this PLA is to guide and direct the parties respecting their affiliation to provide clinical education experiences (“Education Experience”) for Emory fellows at Participating Site.

Unless sooner cancelled as provided below, the term of this PLA will be one (1) year, commencing on the Effective Date. This PLA may be renewed by mutual written consent of the parties. It also may be cancelled at any time by either party upon not less than thirty (30) days written notice; provided that all fellows currently enrolled or participating in an Education Experience at Participating Site at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the fellow until the sooner of each fellow’s individual completion of the Education Experience or six (6) months from the date of the notice of termination.

1. Persons Responsible for Education and Supervision

At Emory: Charlie Hill, MD
Program Director

At Participating Site: Karen E. Sullivan, MD
Site Director

Other physicians at Participating Site:
Colin Hebert, MD
Michael Heninger, MD
Melissa Sims-Stanley, MD
Harrison Moosavi, MD

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

2. Responsibilities

Participating Site will maintain sole administrative and professional supervision of fellows insofar as their presence and education experiences affect the operation of Participating Site.

Participating Site’s physicians must provide appropriate supervision of fellows and maintain a learning environment conducive to educating the fellows in the Accreditation Council for Graduate Medical Education (ACGME) competency areas.

Participating Site must evaluate fellow 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 or Emory requirements and include the goals and objectives in the basic training curriculum documents provided to the fellow.

(This PLA is not valid if goals and objectives are not included or available at a specific location for review)

In cooperation with Emory Director, Site Director and the physicians at Participating Site are responsible for the day-to-day activities of the 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): 12 months. Post Graduate Year (PGY) 4 or above.

4. **Policies and Procedures that Govern Fellow Education.** Fellows will be under the general direction of Emory's Graduate Medical Education Committee's and Emory's Policy and Procedure Manual (http://med.emory.edu/gme/housestaff/housestaff_policies/index.html) and Participating Site's policies and procedures.

Insurance. Each party shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers **or self-insurance programs covering itself**. Each party shall make reasonable business efforts to provide the other written notice of any material changes in the above-referenced insurance coverage.

5. **Responsibility.** Each party shall be responsible for its own acts and omissions under this PLA.

6. **Governing Law.** This PLA, and any claim, action, suit, proceeding or dispute arising out of or in connection with this PLA, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof. Any action or proceeding brought by either party to enforce its rights under this PLA shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.

7. **Notices.** Any notices or other communication required or allowed under this PLA shall be in writing and will be deemed sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

If to Emory:

Emory University School of Medicine
100 Woodruff Circle, N.E., Suite 327
Atlanta, Georgia 30322
Attn: Maria Aaron, MD, Associate Dean, GME

If to Participating Site:

Fulton County Medical Examiner's Office
430 Pryor St.
Atlanta, GA 30312

With a Copy to:

Office of the General Counsel
Emory University

201 Dowman Drive
312 Administration Building
Atlanta Georgia 30322
Attn: Deputy General Counsel/Chief Health Counsel

- 8. Relationship of Parties.** It is expressly understood and agreed that this PLA is not intended and shall not be construed to create a relationship of agent, employee, partnership, joint venture or association between the parties, but is rather an agreement by and between two independent contractors.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their signatures below.

Program Director, Emory	Date
Name: Charlie Hill, MD	

Associate Dean, Graduate Medical Education	Date
& DIO, Emory	
Name: Maria Aaron, MD	

Chief Medical Examiner	Date
Fulton County Medical Examiner's Office	
Name: Karen E. Sullivan, MD	

Chairman	Date
Fulton County Board of Commissioners	
Name: Robert Pitts	

Clerk to Commission	Date
Name: Tonya Grier	

Office of the County Attorney	Date
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