

## **INTERNSHIP/RESIDENCY AGREEMENT**

This Internship/Residency Agreement (the “Agreement”) is made effective «Date\_of\_Letter», by and between Western Michigan University School of Medicine, a Michigan non-profit corporation (“WMed”), and «First\_Name» «Full\_Middle\_Name» «Last\_Name», «Credential» (“Intern/Resident”).

### **1. RECITALS**

WMed also functions as a clinical campus of the Michigan State University College of Human Medicine and of the Michigan State University College of Osteopathic Medicine. WMed coordinates undergraduate, graduate and post-graduate medical education programs in Kalamazoo County and certain contiguous counties. Intern/Resident is a graduate of an approved undergraduate medical school curriculum and is eligible to undertake the next phase of medical education. The purpose of this Agreement is to establish the terms and conditions under which intern/resident will pursue graduate medical education at the WMed campus.

### **2. ACGME/AOA COMPLIANCE**

This Agreement is intended to comply with all of the requirements of the Accreditation Council for Graduate Medical Education (ACGME) and the American Osteopathic Association (AOA).

### **3. APPOINTMENT**

WMed hereby appoints «First\_Name» «Middle\_Initial» «Last\_Name» as an intern/resident physician in the WMed graduate medical education program and intern/resident hereby accepts such appointment upon the terms and conditions hereinafter set forth.

### **4. DUTIES AND STATUS**

Intern/Resident hereby agrees to perform the duties of a «PGY\_Level» in the «Program» Internship/Residency Program at WMed. Intern/Resident shall be responsible to the Program Director of «Program» for educational and service responsibilities and shall perform all of the duties established by the Program Director, from time to time, including, but not limited to, participating in the curriculum requirements of the Program, participating in clinical programs and serving as an educator for medical students and other health professionals. During the term of this Agreement, intern/resident shall devote intern/resident’s full time and efforts to the duties of an intern/resident in the Program and shall not engage in any other work, trade or business for his/her own account or for or on behalf of any other person, firm, corporation or other entity without the prior written consent of the Program Director.

Intern/Resident shall perform, to the best of his/her ability, all duties assigned to him/her; observe the rules and regulations of WMed and any hospital, office, clinic, or other organization to which intern/resident shall be assigned as part of his/her duties; conduct himself/herself, at all times, in a professional manner consistent with the behavior customarily expected of physicians; complete all medical records in a conscientious manner and in accordance with the rules and regulations adopted from time to time by WMed or any office, hospital, clinic or other organization in which intern/resident is assigned to work; satisfy and maintain all legal requirements of the State of Michigan regarding the issuance of any regular or temporary license to practice medicine; and otherwise comply with the lawful directives of the Program Director.

Intern/Resident agrees to comply with ACGME or AOA Duty Hour rules (as applicable) and document his/her daily duty hours at least bi-weekly on the New Innovations Resident Management System.

Intern/Resident agrees to input procedures as they are performed into his/her WMed Intern/Resident Demonstrated Procedural Competency record utilizing the New Innovations Resident Management System.

Intern/Resident agrees to complete all required general competency modules as assigned by the Medical Education Office in conjunction with his/her program.

## 5. COMPENSATION AND BENEFITS

In consideration of intern/resident's participation in the Program and performance of duties under this Agreement, intern/resident shall be paid an annual salary of «Written\_Salary» (\$«Num\_Salary») for the period 07/01/2011 – 06/30/2012. Intern/Resident shall also be paid a taxable orientation stipend of \$845 for the period 06/15/2011 – 06/30/2011. The annual salary shall be payable in equal periodic installments which are no less frequent than the periodic installments in effect for other WMed employees.

During the term of this Agreement, intern/resident shall be entitled to receive benefits in accordance with the policies of WMed in effect from time to time and as more particularly set forth on the WMed internet site [www.med.wmich.edu](http://www.med.wmich.edu). The benefits are subject to change in accordance with the decisions of the Board of Directors and the GMEC of WMed. WMed shall withhold from the annual salary, and any other compensation or benefits payable under this Agreement, all federal, state, city and other taxes as shall be required pursuant to appropriate law.

## 6. TERM OF AGREEMENT

The term of this Agreement shall be from 06/15/2011 through 06/30/2012 (which includes a resident orientation period from 06/15/2011 – 06/30/2011 and a formal start date for residency training of 07/01/2011), unless sooner terminated by WMed due to: (i) intern/resident being unable to begin his/her duties on «Contract\_Start\_Date» for any reason, in which case, this Agreement may be terminated at the discretion of the Program Director, DIO and Dean, or (ii) the disability of the intern/resident, or (iii) the dismissal of the intern/resident for cause (as hereinafter defined), or (iv) the death of the intern/resident.

For purposes of this Agreement, intern/resident shall be “disabled” or have a “disability” if intern/resident shall have an illness, injury or other physical or medical condition which results in intern/resident's inability to perform intern/resident's duties under the terms of this Agreement. If WMed and intern/resident are unable to agree whether intern/resident is disabled within the meaning of this Agreement, so as to entitle WMed to terminate this Agreement, then that issue shall be submitted to and settled by arbitration according to the terms hereof. For purposes of this Agreement “cause” means (a) loss or suspension of the license permitting intern/resident to practice medicine in the State of Michigan; (b) intern/resident being convicted of a felony; (c) intern/resident's theft of any property of WMed or the commission of fraud by intern/resident against WMed; (d) intentional damage to the property or educational programs of WMed proximately caused by intern/resident; (e) commission by intern/resident of any act which results in civil, administrative, or criminal penalties against WMed or any administrator or faculty member of WMed; (f) intern/resident's failure to cure a breach of this Agreement within ten (10) days after receipt of written notice thereof from WMed, provided that intern/resident shall be limited to two (2) opportunities to cure a breach of this Agreement in any twelve (12) month period; (g) a determination by the Program Director that intern/resident's participation in the Program should be terminated, which determination shall be subject to the provisions of the Intern/Resident Handbook regarding termination. Intern/Resident shall be entitled to terminate this Agreement upon giving ninety (90) days prior written notice to WMed.

Upon termination of this Agreement, neither party shall have any further rights, duties, or obligations under this Agreement.

## 7. MISCELLANEOUS

- A. **Binding Effect.** This Agreement shall be effective as of the date hereof and shall be binding upon and inure to the benefit of intern/resident's heirs and legal representatives, as the case may be, and shall be binding upon and inure to the benefit of WMed and its successors and assigns.
- B. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other.
- C. **Integrated Agreement.** This Agreement represents the full, complete and entire integrated agreement between intern/resident and WMed with respect to the subject matter hereof and supersedes all prior oral and written agreements, understandings and negotiations with respect to the subject matter hereof. Notwithstanding the foregoing, the terms and conditions of the Intern/Resident Handbook, as amended from time to time, shall be and hereby are incorporated herein and made a part hereof. If any term of this Agreement shall conflict with the terms in the Intern/Resident Handbook, the terms of the Intern/Resident Handbook shall prevail.
- D. **Amendments.** This Agreement may not be changed, modified or discharged orally, but only by an instrument in writing signed by both parties.
- E. **Michigan Law.** This Agreement is entered into and shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.
- F. **Headings.** The headings of the paragraphs hereof are for convenience of reference only and are not a substantive part hereof.
- G. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be one and the same instrument.
- H. **Arbitration.** Any controversy or claim arising out of this Agreement or termination of this Agreement (including any claim of discrimination) shall be settled solely by arbitration in the County of Kalamazoo, State of Michigan, in accordance with the rules of the American Arbitration Association then pertaining. The decision of the Arbitrator shall be final and binding and neither party shall have any right of appeal therefrom. Judgment upon the award rendered by the Arbitrator may be entered in the Circuit Court for the County of Kalamazoo. The demand for arbitration must be submitted, in writing, to both the other party and the American Arbitration Association at 27777 Franklin Rd, Suite 1150, Southfield, Michigan 48034-8208. The demand must be received by the American Arbitration Association within sixty (60) days after the alleged violation, misconduct, or incident occurred which gives rise to the request for arbitration. Failure to file the demand with the American Arbitration Association within the said sixty (60) day time period shall constitute a full and complete waiver of the claim, and a complete waiver of any right to compensation, benefits or damages. If the written demand for arbitration is not filed within the said sixty (60) day period, it is forever barred.

The party seeking arbitration of the dispute shall bear all of the fees and expenses for filing the claims with the American Arbitration Association. The parties shall bear their own costs and attorney fees for preparing for and attending the arbitration proceedings, except that the parties shall share equally in the costs of the arbitrator's fees and expenses, if any.

## 8. ACCESSING POLICIES & BENEFIT SUMMARIES

The ACGME/AOA requires that the following specific benefits and policies be referenced in intern/resident contracts. These benefits/policies are either described below or are set forth in the Intern/Resident Handbook or Summary of Benefits. Intern/Resident has been provided with the Internet location of the Summary of Benefits and the Intern/Resident Handbook and agrees to accept/abide by all benefits/policies therein contained and/or as stated below.

Call Rooms are provided for interns/residents taking overnight call  
 Conditions of Reappointment / Intern/Resident Handbook (GME 103)  
 Intern/Resident Disciplinary Action, Conflict Resolution, Due Process  
 (Grievance Procedure), Non-Renewal of Contracts / Intern/Resident Handbook (GME 112)  
 Short Term Disability / Sick Leave / Intern/Resident Handbook (HR 59)  
 Family Medical / Parental Leave of Absence / Intern/Resident Handbook (HR 57)  
 Personal Leave of Absence / Intern/Resident Handbook (HR 53)  
 Certification of Eligibility for Specialty Boards / Intern/Resident Handbook (GME 115)  
 Duty Hours/Moonlighting/Professional Activities Outside the  
 Educational Program/Other Outside Employment / Intern/Resident Handbook (GME 106)  
 Personal Counseling – Employee Assistance Program / Intern/Resident Handbook (HR 72)  
 Intern/Resident Impairment / Intern/Resident Handbook (GME 110)  
 Harassment / Intern/Resident Handbook (HR 28)  
 Program Reduction/Closure / Intern/Resident Handbook (GME 302)  
 WMed Disaster Policy / Intern/Resident Handbook (GME 301)  
 Vacation Policy / Intern/Resident Handbook (GME 404)  
 Conference Leave / Intern/Resident Handbook (GME 400 & GME 401)  
 Meals While on Duty (GME 408)  
 Professional Liability (Summary of Benefits on the Internet)  
 Health Insurance (Summary of Benefits on the Internet)  
 Long Term Disability (HR 60)  
 Specialty Board Information may be accessed via the WMed Intranet

*Summary of Benefits available at [www.med.wmich.edu](http://www.med.wmich.edu) (Education> Internship/Residency>  
 General Internship/Residency Information> Intern/Resident Salary & Benefits  
 Overview)*

*Lab Coat laundry services are provided by WMed.*

*WMed does not provide free housing for interns/residents.*

*WMed does not require interns/residents to sign non-competition guarantees.*

**IN WITNESS WHEREOF, this Agreement has been signed.**

**WESTERN MICHIGAN UNIVERSITY SCHOOL OF MEDICINE**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Thomas E. Zavitz**  
**Its: Associate Dean for Administration & Finance**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Harriet A. Roelof**  
**Its: Director of Student and Resident Affairs**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**«Prog\_Dir»**  
**Its: Program Director**

**Intern/Resident:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**«First\_Name» «Middle\_Initial» «Last\_Name», «Credential»**