

RESIDENCY/FELLOWSHIP AGREEMENT

Physician Name (“You”): _____

Date of Appointment: _____

You are hereby notified of your appointment as a _____ year Resident/Fellow physician in graduate medical education at Western Michigan University Homer Stryker M.D. School of Medicine (“WMed”) in the _____ Program (“Program”) for the period beginning _____ (“Starting Date”) and ending _____ (“Ending Date”). This Agreement describes the terms and conditions of your appointment and is intended to comply with all of the requirements of the Accreditation Council for Graduate Medical Education (“ACGME”).

Your appointment is contingent upon you meeting each of the following requirements:

1. Attaining an educational limited or full license from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Professional Licensing, Michigan Board of Medicine or Michigan Board of Osteopathic Medicine and Surgery and maintaining licensure throughout the term of your appointment up to and including the Ending Date;
2. If you are not a citizen of the United States, attaining visa status in compliance with federal law by the Starting Date and maintaining legal visa status throughout the term of your appointment up to and including the Ending Date;
3. Attaining satisfactory results on any and all post-offer and pre-appointment background checks, credentialing confirmation, and other testing including drug screening that may be required by WMed.

If you are unable to satisfy the conditions of appointment or otherwise unable to perform the duties stated in this Agreement as of the Starting Date, WMed reserves the right, in its sole discretion, to withdraw this appointment or to designate a later Starting Date. WMed will provide reasonable accommodations to qualified individuals with disabilities unless such accommodation(s) imposes an undue hardship.

WMed Responsibilities

In consideration of your appointment and your faithful discharge of the duties of a Resident/Fellow physician, WMed will provide during the term of this Agreement:

1. Compensation. You will be paid an annual salary of _____. You will also be paid a taxable orientation stipend of _____ for the period _____ to _____. The annual salary will be paid in 26 equal installments on WMed’s regular payroll dates. WMed will withhold from any compensation payments all federal, state, city, and other taxes as required by law.
2. Benefits. You will be entitled to receive benefits in accordance with and subject to the eligibility requirements of the policies of WMed in effect from time to time and as specifically as set forth

on the WMed website at <http://med.wmich.edu/node/197>. Benefits are subject to change by WMed at its discretion and without notice.

3. **Environment & Policies.** WMed is an equal opportunity employer and maintains strict policies under which it does not tolerate unlawful harassment, discrimination, or retaliation. Your appointment will be subject to those policies and all other policies of WMed in effect from time to time and as specifically set forth on the WMed website at <https://wmed.policytech.com/?public=true&siteid=1>. Your appointment will also be governed by the policies contained in WMed's graduate medical education policies and procedures, and in policies and procedures of your training program. All policies of WMed are subject to change by WMed at its discretion and without notice.

Your Responsibilities

In consideration of your appointment by WMed, you agree during the term of this Agreement to:

1. Perform to the best of your ability, all duties of a Resident/Fellow physician as may be established from time to time by WMed or by the director of your Program, including, but not limited to, participating in the curriculum requirements of the program, participating in clinical activities, and serving as an educator for medical students and other health professions students.
2. Devote your full time and efforts to the duties of a Resident/Fellow physician in the Program and not engage in any other work, trade, or business for yourself, or for or on behalf of any other person, firm, corporation, or other entity without the prior written consent of the Program director.
3. Observe the policies, rules, and regulations of WMed, the Program, and any hospital, office, clinic, or other organization to which you may be assigned as part of your duties.
4. Conduct yourself at all times in a professional manner consistent with the behavior customarily expected of physicians and in accordance with the WMed Code of Professional Conduct (<https://wmed.policytech.com/dotNet/documents/?docid=976>).
5. 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 hospital, clinic, office, or other organization in which you are assigned to work.
6. Satisfy all legal requirements of the State of Michigan regarding the issuance of any educational limited or permanent license to practice medicine, and maintain the required licensure at all times. This includes obtaining your own federal DEA registration, at your own expense, if you have a full license from the State of Michigan.
7. Meet the qualification requirements for resident/fellow eligibility as specified in the ACGME Program and Institutional Requirements.
8. Comply with ACGME duty hour rules, and document your daily duty hours as required in the residency management system.

9. Record performed procedures as required by the Program.
10. Complete all required general competency modules as assigned by your Program.
11. Otherwise comply with the lawful directives of the director of your Program and all federal, state and local laws, rules, and regulations.

Term of Agreement

The term of this Agreement is for one (1) year beginning on the Starting Date and ending on the Ending Date specified above unless terminated earlier by WMed because: (i) you are unable to begin your duties on the Starting Date for any reason, in which case, this Agreement may be terminated at the discretion of the associate dean for Graduate Medical Education (the ACGME Designated Institutional Official); (ii) you are "Disabled" (as defined below); (iii) you are dismissed for "Cause" (as defined below); or (iv) your death. You also retain the right to terminate this Agreement for any reason upon giving ninety (90) days prior written notice to WMed.

Definitions:

1. "Disabled" means that you suffer from a mental, emotional, or physical condition that renders you unable to perform your duties under this Agreement even with a reasonable accommodation, or no reasonable accommodation exists that would not cause WMed an undue hardship.
2. "Cause" means your: (a) loss or suspension of the license permitting you to train or practice medicine in the State of Michigan; (b) conviction of a felony; (c) theft of any property of WMed, another person, or any hospital, clinic, office, or other organization to which you may be assigned as part of your duties; (d) commission of fraud against WMed; (e) intentional damage to the property or educational programs of WMed any hospital, office, clinic, or other organization to which you may be assigned as part of your duties; (f) commission of any act that results in civil, administrative, or criminal penalties against WMed or any administrator or faculty member of WMed; (g) intentional misconduct, grossly negligent conduct, or unlawful misconduct; (h) being impaired by or under the influence of alcohol, illegal drugs, or controlled substances while performing your duties under this Agreement; (i) failure to cure a breach of this Agreement within ten (10) days after receipt of written notice of the breach from WMed, provided that you shall be limited to two (2) opportunities to cure a breach of this Agreement in any twelve (12) month period; or (j) a determination by the director of your Program that your participation in the Program should be terminated, which determination shall be subject to the provisions of the Graduate Medical Education policies and procedures regarding termination.

Upon termination of this Agreement, neither you nor WMed shall have any further rights, duties, or obligations under this Agreement.

Miscellaneous

1. This Agreement represents the complete agreement between you and WMed with respect to your appointment as a Resident Physician/Fellow and supersedes all prior oral and written agreements, understandings, and negotiations. Notwithstanding the foregoing, the terms and

conditions of the Graduate Medical Education policies and procedures, as amended from time to time, are incorporated into and made a part of this Agreement. If any term of this Agreement conflicts with the terms in the Graduate Medical Education policies and procedures, the Graduate Medical Education policies and procedures will prevail.

2. This Agreement is binding upon and will inure to the benefit of your heirs and legal representatives and WMed's successors and assigns. It may not be assigned by either you or WMed without the prior written consent of the other.
3. This Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of Michigan. It may not be changed, modified, or discharged orally, but only by an instrument in writing signed by both by you and WMed.
4. Any controversy or claim arising out of this Agreement or termination of this Agreement (including any claim of harassment, discrimination, or retaliation) 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 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. The demand must be received by the American Arbitration Association within sixty (60) days after the alleged violation, misconduct, or incident occurred that gives rise to the request for arbitration. Failure to file the demand with the American Arbitration Association within the 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, and damages. If the written demand for arbitration is not filed within the 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. The above notwithstanding, nothing in this contract bars or restricts your right to file charges with the National Labor Relations Board or to access the National Labor Relations Board processes.

Accessing Policies & Benefit Summaries

The ACGME requires that specific benefits and policies be referenced in resident contracts. An overview of salary and benefits may be found at <http://med.wmich.edu/node/197>. The graduate medical education policies and procedures, Faculty Handbook, and other WMed policies and procedures may be found at <https://wmed.policytech.com/?public=true&siteid=1>. You agree to accept and abide by all benefits and policies of WMed and the Program.

For your further information:

- *Specialty board information may be accessed via the intranet.*
- *Call rooms are provided by the hospitals for residents/fellows taking overnight call.*
- *White coats and laundry services for white coats are provided by WMed.*
- *WMed does not provide free housing for residents/fellows.*

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

Appointment Accepted By Resident/Fellow:

By: _____ Date: _____
 <<FirstName>> <<MiddleName>> <<LastName>>, <<Credentials>>

For WMed:

By: _____ Date: _____
 Lori Straube, MBA
Its: Associate Dean for Administration and Finance

By: _____ Date: _____
 Harriet A. Roelof
Its: Director of Resident Affairs