

# OSTEOPATHIC INTERN CONTRACT

This Osteopathic Intern Contract ("Contract") is made effective «Date\_of\_Letter», by and between Michigan State University/Kalamazoo Center for Medical Studies, Inc., a Michigan non-profit corporation ("MSU/KCMS"), hereafter called the "Institution" and «First\_Name» «Middle\_Initial» «Last\_Name», «Credential» hereafter called the "Intern".

## 1. RECITALS

MSU/KCMS functions as a clinical campus of Michigan State University College of Human Medicine and coordinates undergraduate, graduate, and post-graduate medical education programs in Kalamazoo County and certain contiguous counties. MSU/KCMS has been approved by the American Osteopathic Association (hereafter called the "AOA") to provide a postdoctoral training program for interns, and as a condition for the continued maintenance of such approval, agrees to abide by the Intern training standards, rules, and regulations of the AOA and provide an educational program in accordance with AOA standards for Internship training. Intern 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 contract is to establish the terms and conditions under which Intern will pursue a postdoctoral training program on the MSU/KCMS campus.

## 2. AOA COMPLIANCE

This contract is intended to comply with all requirements of the American Osteopathic Association, although all parties agree that the AOA is not a party to this Contract.

## 3. APPOINTMENT

MSU/KCMS hereby appoints «First\_Name» «Middle\_Initial» «Last\_Name» as an Intern in the MSU/KCMS «Program» Program and Intern hereby accepts such appointment upon the terms and conditions hereinafter set forth.

## 4. DUTIES AND STATUS THE INTERN AGREES:

- To serve as in Intern during the entire period specified in this Contract
- To perform the duties of an Intern in the MSU/KCMS «Program» Program. Intern shall be responsible to the Director of Osteopathic Medical Education for educational and service responsibilities and shall perform all of the duties established by the Director of Osteopathic Medical Education, 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 Contract, Intern shall devote Intern's full time and efforts to the duties of an Intern 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 (moonlighting is strictly prohibited).

Intern shall perform, to the best of his /her ability, all duties assigned to him/her; observe the rules and regulations of MSU/KCMS and any hospital, office, clinic, or other organization to which Intern 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; engage only in such activities of a professional nature as are approved by the Institution and the AOA; refrain from engaging in any nonprofessional activities which would interfere with the Intern's effective performance of this Contract; comply with Institutional and AOA work hour policies and document his/her duty hours at least bi-weekly on the New Innovations Resident Management system; complete all medical records in a conscientious manner and in accordance with the rules and regulations adopted from time to time by MSU/KCMS or any

office, hospital, clinic, or other organization in which Intern 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 Director of Osteopathic Medical Education.

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

Intern agrees to complete all required general competency modules as assigned by the Medical Education Office.

## 5. COMPENSATION AND BENEFITS

In consideration of Intern's participation in the Program and performance of duties under this Contract, Intern shall be paid an annual salary of «Written\_Salary» (\$«Num\_Salary».00). The annual salary shall be payable in equal periodic installments which are no less frequent than the periodic installments in effect for other MSU/KCMS employees.

During the term of this Agreement, «Position» shall be entitled to receive benefits in accordance with the policies of MSU/KCMS in effect from time to time and as more particularly set forth on the MSU/KCMS internet site [www.kcms.msu.edu](http://www.kcms.msu.edu). The benefits are subject to change in accordance with the decisions of the Board of Directors of MSU/KCMS (see clarification statement on the Internet site). MSU/KCMS 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 CONTRACT

The term of this contract shall be from «Contract\_Start\_Date» through «Contract\_End\_Date», unless sooner terminated by MSU/KCMS due to: i) Intern 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 and CEO or ii) the disability of the Intern, or iii) the dismissal of the Intern for cause (as hereinafter defined), or (iv) the death of the Intern, or (v) by mutual consent (at any time) between the Intern and MSU/KCMS.

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

If the Intern by action or inaction commits or allows to occur any action or course of action which the Institution reasonably believes involves moral turpitude or is contrary to the interests, patient care, or general welfare of the Institution, the Institution may terminate the Intern's service

without prior notice and the Intern will not be issued another AOA Internship Contract in an AOA approved program for a period of one year from the date of termination, unless sooner exonerated.

If the Intern fails to pursue satisfactorily the Institution's educational and clinical program, the Director of Osteopathic Medical Education shall provide the Intern with no less than thirty (30) days prior written notice that the Intern will be placed on probationary status. Thereafter, if the identified deficiencies are not corrected, the Institution may terminate its relationship with the Intern.

If an Intern unilaterally breaches this Contract, he/she may not participate in another AOA program for a period of one year from the date of Contract termination.

The Institution and the Intern shall immediately notify the Council of Postdoctoral Training of the AOA in writing in the event of a breach or unilateral termination of this Contract by either party or of the termination of this agreement by written release by mutual consent. In the event of mutual release, it shall be the duty of the Institution to send a signed copy of the release to the Council on Postdoctoral Training of the AOA.

If the Institution loses its approval for Intern training during the period of this Contract, on the effective date of loss of approval, the Intern shall have the option to be released from this Contract and shall not be prohibited from immediately entering another AOA approved institution for intern training. Effective on the date of loss of approval, the Institution shall terminate the internship training program and grant the Intern credit for the portion of the internship completed to date.

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

**7. THE INSTITUTION AGREES:**

- To appoint the Intern for a period of time not less than twelve (12) months
- To provide an educational program in accordance with AOA standards for Internship training
- To define the duties of the Intern
- To clearly delineate policies and procedures for evaluation of Intern performance, including provisions for promotion, demotion, retention, and dismissal. Such defined procedures shall allow for due process. Such policies shall also include requirements concerning work hour limits in clinical activity and a notice that moonlighting for Interns is strictly prohibited
- To furnish the Intern with a list of benefits which will be provided to Intern by the Institution, including, but not limited to, health insurance and professional liability insurance
- To furnish the Intern with a written copy of the Institution's educational program to serve as a guide for training
- To provide a certificate of Intern training to Intern upon satisfactory completion of the Institution's Internship educational program

**8. THE PARTIES FURTHER AGREE:**

- That this contract incorporates, by reference, "Policies and Procedures for Intern Training" of the AOA to the extent that the "Policies and Procedures for Intern Training" relate to the obligations of the parties hereto and do not conflict with the terms of this contract.

**9. MISCELLANEOUS:**

- A. Binding Effect. This Contract shall be effective as of the date hereof and shall be binding upon and inure to the benefit of Intern's heirs and legal representatives, as the case may be, and shall be binding upon and inure to the benefit of MSU/KCMS and its successors and assigns.
- B. Assignment. The Contract may not be assigned by either party without the prior written consent of the other.

- C. **Integrated Contract.** This Contract represents the full, complete, and entire integrated Contract between Intern and MSU/KCMS with respect to the subject matter hereof and supersedes all prior oral and written contracts, understandings, and negotiations with respect to the subject matter hereof. Notwithstanding the foregoing, the terms and conditions of the Osteopathic Intern Handbook, as amended from time to time, shall be and hereby are incorporated herein and made a part thereof. If any term of this Contract shall conflict with the terms in the Osteopathic Intern Handbook, the terms of the Handbook shall prevail.
- D. **Amendments.** This Contract may not be changed, modified, or discharged orally, but only by an instrument in writing signed by both parties.
- E. **Michigan Law.** This Contract 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 Contract 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 Contract or termination of this Contract (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. Judgement 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 of filing the claim 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.

**10. ACCESSING POLICIES & BENEFIT SUMMARIES:**

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

Call Rooms are provided for residents taking overnight call.  
 Conditions of Reappointment / Resident Handbook (4.12)  
 Resident Disciplinary Action, Conflict Resolution, Due Process  
 (Grievance Procedure), Non-Renewal of Contracts / Resident Handbook (7.1)  
 Short Term Disability / Sick Leave / Resident Handbook (8.5F)  
 Family Medical / Parental Leave of Absence / Resident Handbook (8.5E)  
 Personal Leave of Absence / Resident Handbook (8.5A)  
 Certification of Eligibility for Specialty Boards / Resident Handbook (7.9)  
 Duty Hours/Supervision/Moonlighting/Professional Activities Outside the  
 Educational Program/Other Outside Employment / Resident Handbook (7.2)  
 Personal Counseling – Employee Assistance Program / Resident Handbook (9.4)  
 Resident Impairment / Resident Handbook (7.4)  
 Harassment / Resident Handbook (2.1)  
 Equal Employment Opportunity Commission / Resident Handbook (2.3)  
 Program Reduction/Closure / Resident Handbook (4.11)  
 MSU/KCMS Disaster Policy / Resident Handbook (6.2)  
 Vacation Policy / Resident Handbook (8.4)  
 Conference Leave / Resident Handbook (8.1 & 8.2)  
 Meals While on Duty (Summary of Benefits on the Internet)  
 Professional Liability (Summary of Benefits on the Internet)  
 Health Insurance (Summary of Benefits on the Internet)  
 Long Term Disability (Summary of Benefits on the Internet)  
 Specialty Board Information may be accessed via the MSU/KCMS Intranet

*Summary of Benefits available at [www.kcms.msu.edu](http://www.kcms.msu.edu), (Residency, Residency Benefits,  
 Benefit Information, Residency Salary & Benefits Overview / Clarification Statement)  
 MSU/KCMS does not provide free housing for residents/interns.  
 MSU/KCMS does not require residents to sign non-competition guarantees.*

IN WITNESS WHEREOF, this Contract has been signed.

MICHIGAN STATE UNIVERSITY/KALAMAZOO CENTER FOR MEDICAL STUDIES, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas E. Zavitz  
Its: COO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joanne K. Baker, D.O.  
Its: Director of Osteopathic Medical Education

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Harriet A. Roelof  
Its: Director of Medical Education

INTERN:

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

SAMPLE