

SAMPLE RESIDENCY/FELLOWSHIP AGREEMENT

This Residency Agreement (the “Agreement”) is made effective «Date_of_Letter» by and between Western Michigan University Homer Stryker M.D. School of Medicine (“WMed”), a Michigan non-profit corporation, and <<FirstName>> <<MiddleName>> <<LastName>>, <<Credentials>> (“Resident”).

1. RECITALS

WMed provides medical education for the Western Michigan University Homer Stryker M.D. School of Medicine medical students and residents and for medical students and residents from other institutions. WMed coordinates undergraduate, graduate and post-graduate medical education programs in Kalamazoo County and certain contiguous counties. 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 resident will pursue graduate medical education on the WMed campus.

2. ACGME COMPLIANCE

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

3. APPOINTMENT

WMed hereby appoints <<FirstName>> <<MiddleName>> <<LastName>>, <<Credentials>> as a resident physician in the WMed graduate medical education program and resident hereby accepts such appointment upon the terms and conditions hereinafter set forth.

4. DUTIES AND STATUS

Resident hereby agrees to perform the duties of a «PGY_Level» Resident, beginning «Contract_Start_Date» in the <<Program>> Residency Program at WMed. 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, resident shall devote resident’s full time and efforts to the duties of a 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.

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 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 resident is assigned to work; satisfy and maintain all legal requirements of the State of Michigan regarding the issuance of any educational limited or permanent license to practice medicine; and otherwise comply with the lawful directives of the Program Director.

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

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

Resident agrees to complete all required general competency modules as assigned by his/her program.

5. COMPENSATION AND BENEFITS

In consideration of resident's participation in the Program and performance of duties under this Agreement, resident shall be paid an annual salary of «Written_Salary» (\$«Num_Salary») for the period «Contract_Start_Date» through «Contract_End_Date». Resident shall also be paid a taxable orientation stipend of \$_____ for the period «Contract_Start_Date» through «Contract_End_Date». 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, 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 website <http://med.wmich.edu>. The benefits are subject to change in accordance with the decisions of the Board of Directors 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 «Contract_Start_Date» through «Contract_End_Date» unless sooner terminated by WMed due to: (i) 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 and Designated Institutional Official, or (ii) the disability of the resident, or (iii) the dismissal of the resident for cause (as hereinafter defined), or (iv) the death of the resident.

For purposes of this Agreement, resident shall be "disabled" or have a "disability" if resident shall have an illness, injury or other physical or medical condition which results in resident's inability to perform resident's duties under the terms of this Agreement. If WMed and resident are unable to agree whether 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 resident to practice medicine in the State of Michigan; (b) resident being convicted of a felony; (c) resident's theft of any property of WMed or the commission of fraud by resident against WMed; (d) intentional damage to the property or educational programs of WMed proximately caused by resident; (e) commission by resident of any act which results in civil, administrative, or criminal penalties against WMed or any administrator or faculty member of WMed; (f) resident's failure to cure a breach of this Agreement within ten (10) days after receipt of written notice thereof from WMed, provided that 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 resident's participation in the Program should be terminated, which determination shall be subject to the provisions of the Resident Handbook regarding termination. 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 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 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 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 Resident Handbook, the terms of the 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 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 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.

The above notwithstanding, nothing in this contract bars or restricts residents' right to file charges with the National Labor Relations Board or to access the National Labor Relations Board processes.

8. ACCESSING POLICIES & BENEFIT SUMMARIES

The ACGME requires that the following specific benefits and policies be referenced in resident contracts. These benefits/policies are either described below or are set forth in the Summary of Benefits, Resident Handbook or Organizational Policies which can be found using the links provided below. Resident 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 Resident Reappointment - Resident Handbook (GME103)
 Resident Disciplinary Action, Conflict Resolution, Due Process - Resident Handbook (GME112)
 Short Term Disability Insurance - Organizational Policy (HR59)
 Resident Leave of Absence Application Process - Resident Handbook (GME405)
 Family Medical Leave of Absence - Organizational Policy (HR57)
 Personal Leave of Absence - Organizational Policy (HR53)
 Certification of Eligibility for Specialty Boards - Resident Handbook (GME115)
 Resident Duty Hours; Call Schedules; Moonlighting; Other Outside Employment - Resident Handbook (GME106)
 Employee Assistance Program - Organizational Policy (HR72)
 Resident Fatigue/Impairment/Fitness for Duty - Resident Handbook (GME110)
 Alcohol and Drug Free Workplace - Organizational Policy (HR29)
 Prohibition of Harassment, Discrimination and Retaliation - Organizational Policy (HR28)
 Equal Employment Opportunity - Resident Handbook (HR02)
 Resident Supervision - Resident Handbook (GME108)
 Program Closure, Program Reduction - Resident Handbook (GME302)
 Disaster Policy/Local Extreme Emergent Situations - Resident Handbook (GME301)
 Resident Vacation Policy - Resident Handbook (GME404)
 Educational Conference/Educational Resource Allowance & Resident Presentations at Academic Meetings - Resident Handbook (GME400 & GME401)
 Resident Food Stipend - Resident Handbook (GME408)
 Professional Liability - Summary of Benefits
 Health Insurance - Summary of Benefits
 Long Term Disability Insurance - Organizational Policy (HR60)
 Specialty Board Information may be accessed via the WMed Intranet
 Pharmaceutical Company Representatives - Organizational Policy (CPC19)
 Conflicts of Interest and Commitment – Organizational Policy (GEN 04)

Resident Handbook, Faculty Handbook & Organizational Policies available at

<https://policies.med.wmich.edu/index.php?1=1>

Summary of Benefits available at <http://med.wmich.edu> Education> Residents> General Information & Policies> Salary & Benefits Overview

Lab Coat laundry services are provided by WMed.

WMed does not provide free housing for residents.

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

IN WITNESS WHEREOF, this Agreement has been signed.

Western Michigan University Homer Stryker M.D. School of Medicine

By: _____ **Date:** _____
Thomas E. Zavitz
Its: Associate Dean for Administration and Finance

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

Resident:

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