

**MEDICAL COLLEGE OF WISCONSIN AFFILIATED HOSPITALS
GRADUATE MEDICAL TRAINING AGREEMENT**

Medical College of Wisconsin Affiliated Hospitals, Inc., a Wisconsin corporation (hereinafter called "MCWAH") and «2» «1», (hereinafter referred to as "Trainee"), agree as follows:

I. TERM OF APPOINTMENT AND RENEWAL

MCWAH appoints Trainee and Trainee accepts appointment to the graduate medical training program of «3» at the P«4» level of training from «6» to «7». If Trainee is in satisfactory academic standing and is in compliance with MCWAH policies, this term will automatically renew as Trainee advances through his or her training until his or her medical training is complete in the above-described program unless MCWAH provides notice of non-renewal or terminates the agreement.

2. TRAINEE OBLIGATIONS

Trainee shall devote professional time and effort effectively to perform duties assigned by the Trainee's Program Director or designee, and agrees:

- (a) To perform satisfactorily the responsibilities and duties at the designated level of training, and such other services as may be required in the training program at the designated level of training.
- (b) To comply with the administrative and professional policies, procedures, rules and regulations of The Medical College of Wisconsin, and the affiliated institution to which he or she is assigned. These policies may change from time to time.
- (c) Maintain the proper medical licensure as specified in the MCWAH Licensure Requirement Policy.
- (d) To develop a personal program of self-study and professional growth with guidance from the teaching staff.
- (e) To participate in safe, effective and compassionate patient care under appropriate supervision of senior colleagues (residents and fellows) and attending physicians commensurate with the level of training.
- (f) To participate fully in the educational activities of the program, and as required, assume responsibility for teaching and supervising other residents and students.
- (g) To participate, where appropriate, in institutional programs and activities involving the medical staff and residents.
- (h) To participate, where appropriate, in institutional committees and councils, especially those that relate to patient care review activities.
- (i) To comply with any drug and alcohol abuse policy adopted by this program (which policy may provide for, among other things, evaluation and/or testing based on "reasonable suspicion" and/or random evaluation and/or testing).
- (j) To comply with the infectious disease prevention policies of the affiliated hospitals.
- (k) To seek appropriate professional help and care in case emotional or physical problems arise which might potentially affect the Trainee's ability to perform his or her obligations under this Agreement.
- (l) To complete all records in a timely fashion.
- (m) Not to moonlight against the wishes of the Program Director (Trainee shall inform the Program Director prior to engaging in any moonlighting in order to obtain his or her permission).
- (n) To conduct oneself professionally and be courteous at all times with the patients, colleagues and other hospital personnel.
- (o) To comply with the Medical College of Wisconsin's policy regarding intellectual property rights.
- (p) Not to engage in sexual harassment in anyway.
- (q) To comply with the laws requiring background and criminal history checks.
- (r) To comply with the policies contained in the Housestaff Handbook and the MCWAH institutional policies listed on the MCWAH web site www.mcw.edu/gme.
- (s) To comply with the practices, policies and procedures in the institution where assigned.

3. STIPENDS AND BENEFITS

DURING THE TERM OF APPOINTMENT, MCWAH AGREES:

- (a) To provide an annual stipend of \$«5», in monthly payments, subject to MCWAH's various leave and absence policies. If the initial term is renewed, MCWAH will pay Trainee the annual stipend determined by the MCWAH Board of Directors.
- (b) To provide health and dental insurance, which requires a pre-tax payroll deduction, long term disability insurance, and life and accidental death and dismemberment insurance.
- (c) To allow Trainee up to one week of educational leave, without interruption of pay or benefits, contingent upon the approval of Trainee's Program Director, if Trainee is at the level of PG-II Housestaff or higher.
- (d) To allow an annual paid vacation of three weeks, provided that the vacation schedule does not conflict with the hospital policies and it is approved by the Program Director. Trainee may not carry over unused vacation to another term, and MCWAH will not pay Trainee for unused vacation upon separation of employment or the end of Trainee's term or Agreement.
- (e) To provide for legal defense and indemnification, within the limits of insurance in force, if Trainee is sued for medical malpractice occurring within the scope of his or her assignment, which insurance is obtained for MCWAH and paid for by MCWAH.

4. OTHER BENEFITS

Refer to the Housestaff Handbook for additional information concerning the following benefit and administrative policies: leave of absence, Family and Medical Leave Act, sick leave, duty hours, counseling and psychological support services, conditions for reappointment, grievance, harassment policies, conditions for living quarters and meals and moonlighting policy.

5. TERMINATION

Upon determination by the Program Director that Trainee has not fulfilled his or her obligation under this Agreement, or that Trainee will not successfully complete the training program, MCWAH may terminate the Training Agreement and dismiss Trainee from the program during the term of this Agreement by giving written notice of termination. This Agreement will not be terminated without first providing Trainee an opportunity to discuss reasons for dismissal. If not satisfied after such discussion, Trainee may appeal the termination by invoking the procedures set forth in paragraph 8.

6. NON-PROMOTION

If the Program Director decides not to promote the Trainee to the next level of training, the Program Director shall notify the Trainee of his or her decision at least four months prior to the end of the then current Agreement term. However, if the reason(s) for the non-promotion occur(s) within the four months prior to the end of the Agreement term, the Program Director is required to provide the Trainee only with as much prior notice of his or her decision not to promote as the circumstances reasonably allow. Trainee may file a grievance according to the MCWAH Complaint and Grievance Policy.

7. NON-RENEWAL

If the Program Director decides not to renew the Trainee's appointment for a subsequent term the Program Director shall notify the Trainee of his or her decision at least four months prior to the end of the then current Agreement term. However, if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the Agreement term, the Program Director is required to provide the Trainee only with as much prior notice of his or her decision not to renew as the circumstances reasonably allow. Trainees may file a grievance according to the MCWAH Complaint and Grievance Policy. A Trainee whose appointment is not renewed may appeal the decision by invoking the procedures set forth in paragraph 8.

8. APPEAL PROCESS

Trainee may initiate the procedures described herein to appeal the termination or non-renewal of contract pursuant to paragraph 5 or 7, but for no other purpose. Within 15 days of notice of non-renewal or termination, Trainee shall, in writing, notify the Program Director and the Executive Director of MCWAH of his or her desire to initiate hearing procedures hereunder. The Program Director shall, within 20 days of receipt of Trainee's notice, submit written comments on the matter to the Executive Director of MCWAH. A Board of Appeals shall be established ad hoc to hear Trainee's appeal of his or her termination or non-renewal. The issue for the Board is whether the Program Director had a reasonable basis for the decision to not renew or terminate the Trainee Agreement; the Board shall not conduct a *de novo* review of the Program Director's decision. It shall be composed of three faculty members, chosen by Trainee from a list of five faculty members selected by the Executive Director from MCWAH programs other than the program in which Trainee is enrolled. The Board will elect a President. Within three weeks of receipt by the Executive Director of MCWAH of the Program Director's written comments, the Board President will schedule a hearing at which the parties will be able to present their cases. The initial hearing shall be held as soon as reasonably practicable. Subsequent hearings may be scheduled if further consideration of the dispute is necessary. Board deliberations will be conducted in closed session. Aspects of this hearing procedure not governed by this Agreement shall be specified in procedures adopted by the Board of Appeals. Decisions of the Board on all matters, procedural and substantive, must be adopted by a majority of its members and shall be final and binding upon the parties.

9. PROGRAM REDUCTION / CLOSURES

In the event of program reduction or closure, MCWAH will make every effort to inform Trainee as soon as possible and to allow Trainee to complete his or her training. Reductions will be made first from the number of incoming Housestaff. If financial exigency requires a program to be closed, Trainee will be assisted in identifying and entering a program in which he or she can continue his or her training and education.

10. COMPLETE AGREEMENT

This Agreement constitutes the complete agreement between Trainee and MCWAH and supersedes all prior written or oral agreements or representations by MCWAH or anyone acting on its behalf. This Agreement shall not be amended except in writing signed by the Executive Director of MCWAH.

Signed:

Approved:

Trainee's Signature Date

Program Director's Signature Date

MEDICAL COLLEGE OF WISCONSIN AFFILIATED HOSPITALS, INC.

Executive Director's Signature Date