

**MEDICAL COLLEGE OF WISCONSIN AFFILIATED HOSPITALS
GRADUATE MEDICAL EDUCATION 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:

1. 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» through «7».

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 MCWAH, 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 and comply with all requirements of MCWAH's licensure policies which are available at <http://infoscope.mcw.edu/gmeintranet.htm>.
- 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 MCWAH 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. To comply with the Medical College of Wisconsin Affiliated Hospitals policy on moonlighting.
- 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 have the appropriate U.S. immigration status to begin Graduate Medical Education with the Medical College of Wisconsin Affiliated Hospitals. If a candidate does not have U.S. immigration status that permits MCWAH to employ him/her on the designated start date, the training position will not be held and may be offered to another candidate.
- s. To comply with the policies contained in the Housestaff Handbook and the MCWAH institutional policies listed on the MCWAH intranet site <http://infoscope.mcw.edu/gmeintranet.htm>.
- t. To comply with the practices, policies and procedures in the institution where assigned.
- u. To conduct oneself in accordance with professional and ethical standards established for the profession of medicine (e.g., AMA Code of Medical Ethics located at <http://www.ama-assn.org.3>.)

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.
- 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 medical malpractice insurance that covers 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. Additional information regarding professional liability insurance can be found on InfoScope and in the MCWAH Housestaff Handbook both available at <http://infoscope.mcw.edu/gmeintranet.htm>.

4. OTHER BENEFITS AND ADMINISTRATIVE POLICIES

Refer to the Housestaff Handbook and MCWAH Policies available at <http://infoscope.mcw.edu/gmeintranet.htm> for additional information concerning the following benefit and administrative policies: Family and Medical Leave Act; sick leave and the effect that leaves of absence have on program completion and board eligibility; duty hours; moonlighting; counseling and psychological support services; conditions for reappointment; complaints and grievance process; and harassment policies. The Program Director will provide information related to eligibility for specialty board examinations.

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 the MCWAH *Appeal of Adverse Academic Decisions* policy available at <http://infoscope.mcw.edu/gmeintranet.htm>.

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 *Complaints and Grievances by Housestaff Regarding the Educational or Professional Environment* policy available at <http://infoscope.mcw.edu/gmeintranet.htm>.

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 the MCWAH *Appeal of Adverse Academic Decisions* policy available at <http://infoscope.mcw.edu/gmeintranet.htm>.

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, as set forth in the MCWAH *Appeal of Adverse Academic Decisions* policy available at <http://infoscope.mcw.edu/gmeintranet.htm>.

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. 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. The *Program or Sponsoring Institution Reduction/Closure* policy is available at <http://infoscope.mcw.edu/gmeintranet.htm>.

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 & DIO's Signature

Date