

## WAUKESHA MEMORIAL HOSPITAL FAMILY MEDICINE RESIDENCY GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT

This document is a Family Medicine Residency Training Agreement between ProHealth Care Medical Associates., Inc. d/b/a The Waukesha Memorial Hospital Family Medicine Residency Program (the "Program") and the medical resident whose name appears on the signature line of this document ("Resident"). Program Resident

### 1. TERM OF APPOINTMENT AND RENEWAL

Program appoints Resident and Resident accepts appointment to the graduate medical training program of **Program** at the P **[Insert level of training]** level of training from **July 1 [Insert Start Year]** through **June 30<sup>th</sup> [Insert Year]**.

### 2. TRAINEE OBLIGATIONS

Resident shall devote professional time and effort effectively to perform duties assigned by the Resident'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 Program, 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 Program 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 Program drug and alcohol abuse policy adopted by the 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 Resident'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 Program 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 Program'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 Program. If a candidate does not have U.S. immigration status that permits Program 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 Program Policy Manual and the Waukesha Memorial Hospital institutional policies listed on the Program website.
- t. To comply with the practices, policies and procedures in the institution where assigned.
- u. To comply 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. STIPENDS AND BENEFITS

DURING THE TERM OF APPOINTMENT, Program AGREES:

- a. To provide an annual stipend of **[Insert Payment here]** in monthly payments, subject to Program's various leave and absence policies.
- b. To provide benefits in accordance with Program's policies and procedures.
- c. To allow Resident up to one week (five business days) of educational leave, without interruption of pay or benefits, contingent upon the approval of Resident's Program Director, if Resident is at the level of PG-II House staff or higher.
- d. To allow an annual paid vacation of three weeks (15 business days), provided that the vacation schedule does not conflict with the hospital policies and it is approved by the Program Director. Resident may not carry over unused vacation to another term, and Program will not pay Resident for unused vacation upon separation of employment or the end of Resident's term or Agreement. –
- e. To provide medical malpractice insurance that covers legal defense and indemnification, within the limits of insurance in force, if Resident is sued for medical malpractice occurring within the scope of his or her assignment

4. OTHER BENEFITS AND ADMINISTRATIVE POLICIES

Refer to the Program Policy Manual 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 Resident has not fulfilled his or her obligation under this Agreement, or that Resident will not successfully complete the training program, Program may terminate the Training Agreement and dismiss Resident from the program during the term of this Agreement by giving written notice of termination. This Agreement will not be terminated without first providing Resident an opportunity to discuss reasons for dismissal. If not satisfied after such discussion, Resident may appeal the termination by invoking the procedures set forth in the Program's *Adverse Academic Outcome* policy.

6. NON-PROMOTION

If the Program Director decides not to promote the Resident to the next level of training, the Program Director shall notify the Resident 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 Resident only with as much prior notice of his or her decision not to promote as the circumstances reasonably allow. Resident may file a grievance according to the Program *Complaints and Grievances by House staff* policy.

7. NON-RENEWAL

If the Program Director decides not to renew the Resident's appointment for a subsequent term the Program Director shall notify the Resident 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 Resident only with as much prior notice of his or her decision not to renew as the circumstances reasonably allow. A Resident whose appointment is not renewed may appeal the decision by invoking the procedures set forth in the Program *Adverse Academic Outcome* policy.

8. APPEAL PROCESS

Resident 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 Program *Adverse Academic Outcome* policy.

9. PROGRAM REDUCTION / CLOSURES

In the event of program reduction or closure, Program will make every effort to inform Resident as soon as possible and to allow Resident to complete his or her training. Reductions will be made first from the number of incoming House staff. If financial exigency requires a program to be closed, Resident 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 Resident and Program and supersedes all prior written or oral agreements or representations by Program or anyone acting on its behalf. This Agreement shall not be amended except in writing signed by Program Director of Program.

Signed:

Resident Name: \_\_\_\_\_

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

ProHealth Care Medical Associates, Inc.

By: \_\_\_\_\_  
Brian Lipman, M.D., Chief Physicians Operation Officer

\_\_\_\_\_  
Date

## Complaints and Grievances by Housestaff Policy

### Policies

1. Residents may submit a formal grievance regarding their residency experience
2. A resident's grievance will be handled at the appropriate level depending on the grievance
3. As much as possible, grievances will be handled in a confidential manner
4. The Program Director has final authority for all grievances

### Processes

1. Grievances concerning the residency include but are not limited to:
  - a. The resident's rotation schedule
  - b. An evaluation that is felt to be unfair
  - c. Work schedules or excessive work hours
  - d. Concerns regarding the quality of supervision or instruction
  - e. Interpretation of residency policies or procedures
  - f. Non-promotion
  - g. Complaints regarding the behavior of faculty members, residents or other employees
2. Concerns regarding work or rotation schedules will be directed to the Chief Resident.
3. Concerns regarding clinic issues or clinic personnel will be directed to the Medical Director.
4. Concerns regarding the Program Director should be directed to the Associate Program Director.
5. All other concerns should be directed to the Program Director.
6. Steps for a formal grievance:
  - a. The resident will give verbal notice of a formal grievance to the Chief Resident, Medical Director or Program Director, within 7 working days of the incident or the circumstances giving rise to the complaint. The resident may also want to provide written documentation to assist in resolving the grievance.
  - b. Within 10 working days, the Chief Resident, Medical Director or Program Director will meet with the resident and attempt to resolve the complaint. The Chief Resident, Medical Director or Program Director will prepare a written summary of the complaint, and the recommended solutions and provide a copy to the resident and the Program Director.
  - c. If the grievance is not satisfactorily resolved, the resident shall submit a written grievance to the Program Director.
  - d. The Program Director, if appropriate, will consult the faculty for assistance in resolving the issue.
  - e. The Program Director will provide a written response to the resident in regards to the grievance within 15 working days.
7. The decision of the Program Director is final.
8. Grievances regarding harassment or discrimination (as defined by federal and state statute) will be handled according to ProHealth Care policies.

## Adverse Academic Outcomes Policy

### Policies

5. An adverse academic outcome is the result of resident performance that puts him or her at risk of not progressing, being suspended or being terminated from the program.
6. Residents will be given fair and adequate warning if they are at risk of an adverse academic outcome.
7. Warnings will be given in a step-wise fashion based on the severity of the behavior and the risk to patients, the learner and other employees.
8. Residents will have the right to appeal adverse academic outcomes and the appeal will be heard and arbitrated by those outside the residency.

### Processes

1. If residents a) are performing inadequately, b) have issues that are affecting their ability to be a good physician, or c) fail to abide by organizational policy, they will receive that feedback in the following stepwise fashion:
  - a. Initially residents should receive informal feedback from any faculty or staff member about specific behavior(s) or concern(s)
  - b. If inadequate changes are noted, he/she will receive verbal counseling from their advisor regarding the behavior(s) or concern(s).
  - c. If there are still inadequate changes, he/she will receive verbal counseling from the Program Director regarding the behavior(s) or concern(s). A written record of this event will be placed in the resident's file.
  - d. If there is still an inadequate response or change, the Program Director will issue a written warning to the resident. The Program Director will consult the Designated Institutional Officer (DIO) and Human Resources at ProHealth in the formulation of this written warning. A copy of the letter will be forwarded to the DIO. In this warning, the specific behaviors which are not up to standard, will be documented and the expectations for improved behavior (along with specific dates for when these behaviors need to be achieved) will be specifically defined.
  - e. If this is not effective, the Program Director may choose one or more of the following courses of action. This decision will be communicated to the resident in writing.
    - i. Issue a second written response, following the same outline as written above
    - ii. Suspend the resident, with or without pay for a period of up to 30 days.
    - iii. Place the resident on probation for up to six months. During probation the resident may be terminated from the program with 2 weeks' notice. At the end of the six month period the program direct may lift probation or terminate the resident with 2 weeks' notice. Probation is a mandatory reportable event.
    - iv. Non-renewal of contract – If the Program Director decides not to renew the Resident's appointment for a subsequent term the Program Director shall notify

the Resident 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 Resident only with as much prior notice of his or her decision not to renew as the circumstances reasonably allow.

- f. The Program Director will report all suspensions, probation, non-renewals, non-promotion and terminations to the DIO, the Vice President of Medical Affairs (VPMA) at WMH the Human Resources office at ProHealth and the President of the ProHealth Medical Group (PPHMG).
2. If a resident's actions or inactions are thought to place patients or other employees at risk for immediate harm, the Program Director has the right to suspend the resident with pay immediately. These actions include but are not limited to violence or abuse toward patients or coworkers or working while impaired. For these circumstances, a resident may be terminated with 2 weeks' notice without verbal or written counseling and without a probationary period.
  3. Residents have the right to appeal suspensions, probation, a non-renewed contract and terminations
    - a. If a resident wishes to appeal, he/she will submit a written appeal to the Program Director or DIO within 5 business days of receipt of notice of the adverse academic outcome. The DIO will review and respond with his/her decision within 10 business days.
    - b. If the resident still does not agree with the decision, he/she may submit a request to have their appeal heard before a grievance panel within 5 business days of receiving the written response from the DIO.
    - c. A grievance panel will be appointed by the DIO. This panel will have a minimum of three members – of which, one will be a resident physician and one will be a representative from the Human Resources Office at ProHealth. The panel will include members from outside of the residency program.
    - d. The grievance panel will review all the data about the resident and provide a written response to the resident within 10 business days of receipt of the request. The decision of the grievance panel is final.