

**RESIDENT AGREEMENT OF APPOINTMENT
PGY-1 (Internal Medicine Program)**

This Resident Agreement of Appointment (“*Agreement*”) is made this ___ day of _____, 20___, by and between MARSHFIELD CLINIC, a Wisconsin not-for-profit corporation, (“*Clinic*”), MINISTRY SAINT JOSEPH’S HOSPITAL OF MARSHFIELD, INC., a Wisconsin not-for-profit corporation, (“*Hospital*”) and _____ (“*Resident*”). Clinic, Hospital and Resident may be referred to individually as a “*Party*” and collectively as the “*Parties*.”

PART I - RECITALS

- 1.01 Clinic and Hospital (each a “*Sponsor*” and collectively as the “*Sponsors*”) jointly sponsor a residency training program (the “*Graduate Medical Education Program*” or “*GME Program*”). The GME Program is accredited by the Accreditation Council for Graduate Medical Education (“*ACGME*”). The GME Program is governed by a Governance Committee with equal representation from Clinic and Hospital. Clinic, through its Division of Education, manages the GME Program.
- 1.02 The GME Program is comprised of the following residency programs: (i) General Surgery, (ii) Internal Medicine, (iii) Internal Medicine/Pediatrics, (iv) Pediatrics and (v) Dermatology.
- 1.03 The Director of Medical Education (DME) on behalf of the GME Program and the _____ Program Director are interested in appointing Resident to the _____ Residency Program (the “*Program*”). If Resident accepts such appointment, subject to the terms of this Agreement, Resident will become an employee of Clinic.
- 1.04 Resident is a duly qualified physician having graduated from medical school and desires to extend his/her professional education by accepting the offer of appointment to the Program.
- 1.05 The Parties to this Agreement desire to enter into this Agreement in order to provide a full statement of their respective responsibilities during the Term of this Agreement (as defined in Section 10.01, below).
- 1.06 Resident shall have thirty (30) days from the date first written above to sign and return this Agreement to Clinic’s Division of Education. This Agreement shall have no force or effect if not timely signed and returned by Resident.

PART II – APPOINTMENT

- 2.01 Appointment to Program/Duration of Program. Resident is appointed to the Program for a term of one (1) year beginning on _____, 20_ (“*Effective Date*”). Notwithstanding the foregoing, Resident may be required to attend orientation prior to the Effective Date. In such event, Resident’s employment with Clinic shall begin on the first day of orientation. Resident agrees to devote his/her entire professional time, ability and attention to the Program and agrees to perform medical services to the best of Resident's ability for the benefit of the Program and Clinic and Hospital and their patients. Resident further agrees to adhere to all recognized professional medical ethics and to avoid all acts or manners that might injure in any way the professional reputation and standing of the GME Program, the

Program, Clinic and/or Hospital. This Agreement is contingent upon satisfactory performance by Resident.

2.02 Conditions to Appointment. Notwithstanding Section 2.01, above, Resident's appointment to the Program is conditioned on Resident meeting certain requirements.

A. No later than ten (10) days prior to the Effective Date, Resident shall submit written verification to Clinic and Hospital of the following:

1. Verification of United States citizenship or verification of immigration status if Resident is not a United States citizen;
2. Verification of one of the following, below. As verification under this section, Resident must provide a medical school diploma, a Dean's letter, at least two medical school reference letters, and medical school transcripts.
 - a. Resident graduated from a medical school accredited by the Liaison Committee on Medical Education ("*LCME*").
 - b. Resident graduated from an osteopathic medical school accredited by the American Osteopathic Association.
 - c. Resident graduated from a medical school outside the United States and Canada that is approved by the Wisconsin Medical Examining Board for purposes of licensure and has a certificate from the Educational Commission for Foreign Medical Graduates ("*ECFMG*").
3. Verification of one of the following:
 - a. Transcripts showing that Resident has achieved passing scores on Step 1 and Step 2 and passed Step 2 Clinical Skills ("*CS*") of the United States Medical Licensing Examination ("*USMLE*").
 - i. If Resident graduated from a medical school outside of the United States and Canada and is on an H-1B visa, he/she must also provide transcripts showing a passing score for Step 3 of the USMLE.
 - b. Transcripts showing that Resident has achieved passing scores on Level 1, Level 2-CE and Level 2-PE of the COMLEX-USA (if Resident graduated from an osteopathic medical school).

- B. Caregiver Background Check. Resident must comply with caregiver background check requirements in accordance with Wisconsin law and the policies of Hospital and/or Clinic. If Resident's caregiver background check is unacceptable to Clinic and/or Hospital, this Agreement shall become of no further force and effect whatsoever.
- C. Immigration Status. This Agreement is contingent upon Resident obtaining and maintaining the legal status necessary for employment within the United States. This obligation is solely that of Resident. If Resident fails to obtain and maintain the legal status necessary for employment within the United States by the first day of the Term of this Agreement (as defined in Section 10.01, below) or at any time during the Term of this Agreement, this Agreement shall automatically terminate.
- D. Substance Abuse. Resident's appointment to the Program and employment with Clinic is conditioned on Resident consenting to and passing a drug screening test. Failure to consent to and pass the test when requested will terminate the appointment and employment process and this Agreement shall automatically terminate. The GME Drug and Substance Abuse Policy and Clinic Substance Abuse Policy are under the tab entitled "Policies and Procedures" on Clinic's Residency and Fellows Intranet website.

PART III - RESIDENT RESPONSIBILITIES, SCHEDULE, ROTATIONS

3.01 Resident Responsibilities.

- A. In accordance with ACGME Common Requirements, Resident shall have the following responsibilities during the term of his/her appointment:
 - 1. Resident shall provide patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health.
 - 2. Resident shall demonstrate knowledge of established and evolving biomedical, clinical, epidemiological and social-behavioral sciences, as well as the application of this knowledge to patient care.
 - 3. Resident shall demonstrate the ability to investigate and evaluate his/her care of patients, to appraise and assimilate scientific evidence, and to continuously improve patient care based on constant self-evaluation and life-long learning.
 - 4. Resident shall demonstrate interpersonal and communication skills that result in the effective exchange of information and collaboration with patients, their families, and health professionals.
 - 5. Resident shall demonstrate a commitment to carrying out professional responsibilities and an adherence to ethical principles.
 - 6. Resident shall demonstrate an awareness of and responsiveness to the larger context and system of health care, as well as the ability to call effectively on other resources in the system to provide optimal health care.

- B. Resident shall follow all applicable ACGME, Clinic, Hospital and GME Program policies and procedures.
 - C. Resident shall timely dictate clinical notes and procedural reports. Any Clinic policy that permits the imposition of sanctions against physicians for a delay in dictating clinical notes and procedural reports applies to Resident, including without limitation, the subtraction of fines from Resident's stipend.
- 3.02 Schedule of Assignment. Resident assignments are made on the basis of Program requirements and will be determined by the Program Director.
- 3.03 Call Schedule. Resident's call responsibilities will vary from rotation to rotation. Call rooms will be provided when Resident is on call.
- 3.04 Meals. Meals will be available when Resident is on duty and an allowance will be provided pursuant to the Meal Voucher Program Policy which is under the tab entitled "Policies and Procedures" on Clinic's Residency and Fellows Intranet website.
- 3.05 Duty Hours. The Parties will comply with the ACGME Duty Hours rules. The Duty Hours Policy is under the tab entitled "Policies and Procedures" on Clinic's Residency and Fellows Intranet website.
- 3.06 Time Away From Training Program/Leaves of Absence. The Time Away From Training Program Policy under the tab entitled "Policies and Procedures" on Clinic's Residency and Fellows Intranet website provides a description of various types of time away and instructions for the proper procedures to follow; including for vacation days, interview days, meeting time, sick leave, birth/adoption leave, family and medical leave, and exam days. The policy also provides a statement concerning the effect that time away may have on satisfying the criteria or completion of the Program.
- 3.07 Moonlighting. The Moonlighting Policy is under the tab entitled "Policies and Procedures" located on Clinic's Residency and Fellows Intranet website. Only licensed residents may moonlight. PGY-1 residents may not moonlight.

PART IV – FINANCIAL SUPPORT AND BENEFITS

- 4.01 Financial Support. Resident's stipend for the Term of this Agreement (as defined in Section 10.01, below) shall be _____ dollars (\$ _____) and shall be paid in bi-weekly installments over the Term of this Agreement.
- 4.02 Benefits. Resident's benefits, including health and disability insurance, shall be prepared as a separate document attached to and made a part of this Agreement as Addendum A.

PART V - REAPPOINTMENT, NON-RENEWAL, PROGRAM CLOSURE

- 5.01 Reappointment Process. This Agreement is not intended and shall not be construed to guarantee Resident an appointment to subsequent years in the Program. Upon satisfactory completion of the Program requirements and compliance with all Program, Clinic and Hospital policies and procedures during the Term of this Agreement (as defined in Section 10.01, below), Resident may be offered a Reappointment Agreement for subsequent years in the Program. The Evaluation and Advancement of Residents Policy is under the tab entitled “Policies and Procedures” on Clinic’s Residency and Fellows Intranet website.
- 5.02 Non-Renewal of Appointment. In the event that Resident’s appointment will not be renewed or if Resident will not be promoted to the next level of training, the Program Director will provide the Resident with a written notice of intent to not renew the appointment no later than four (4) months prior to the end of this Agreement. If the primary reason for the non-renewal or non-promotion occurs within the final four (4) months of this Agreement, the Program Director will provide Resident with as much written notice of non-renewal as circumstances will allow. In the event of notice of non-renewal of appointment, Resident will be allowed to implement the Program’s grievance procedures. The Non-Renewal of Agreement of Appointment Policy is under the tab entitled “Policies and Procedures” on Clinic’s Residency and Fellows Intranet website.
- 5.03 Program Closure or Reduction in Program Size. If the Sponsors decide to reduce the size of the Program or close the Program, the Sponsors will notify Resident as soon as possible and, in the event of such a reduction or closure, the Sponsors will either allow Resident to complete his/her education or assist Resident in enrolling in an ACGME-accredited program where Resident may continue his/her education. The Institutional Responsibility for Residency Program Closure or Reduction in Program Size Policy is under the tab entitled “Policies and Procedures” on Clinic’s Residency and Fellows Intranet website.

PART VI - WORK ENVIRONMENT

- 6.01 Work Environment and Accommodation of Disabilities. Pursuant to the Work Environment Policy under the tab entitled “Policies and Procedures” on Clinic’s Residency and Fellows Intranet website, the Sponsors desire to provide a work environment that is consistent with appropriate patient care and educational needs of residents, including a commitment to reasonably accommodate residents with disabilities based on individual assessments to perform within the scope of their training requirements.
- 6.02 Harassment Free Workplace. The Sponsors desire to provide and maintain a working environment that is free from harassment. The Harassment in the Workplace Policy may be found on under the tab entitled “Policies and Procedures” on Clinic’s Residency and Fellows Intranet website.

PART VII - DUE PROCESS/GRIEVANCE POLICIES

- 7.01. Due Process/Grievance Policies. The GME Program will provide Resident with fair, reasonable and readily available policies and procedures for grievance and due process

regarding actions which could significantly threaten Resident's intended career development, including but not limited to:

- A. Academic or other disciplinary actions that could result in dismissal, non-renewal of appointment, non-promotion to the next level of training, or other actions; and
- B. Adjudication of Resident complaints and grievances related to work environment or issues related to the Program or Program faculty.

The Grievance/Problem Resolution Policy and the Due Process Procedures are under the tab entitled "Policies and Procedures" on Clinic's Residency and Fellows Intranet website.

PART VIII - RESOURCES

- 8.01 Policies and Procedures/Program Residency Handbook. GME Program policies and procedures and the Program Residency Handbook are located on Clinic's Residency and Fellows Intranet website.
- 8.02 Resident Well-Being Committee and Counseling. The Resident Concerns Policy is under the tab entitled "Policies and Procedures" on Clinic's Residency and Fellows Intranet website and provides for a Resident Well-Being Committee that will facilitate Resident's access to confidential counseling and medical and psychological support services. Information on the services available through the Resident Well-Being Committee is contained under the tab "Resident Well-Being" on Clinic's Residency and Fellows Intranet website.

PART IX - GENERAL PROVISIONS

- 9.01 Professional Liability Insurance. Clinic shall maintain in full force and effect its usual professional liability insurance with limits not less than those specified in Wisconsin Statutes, Sec. 655.23(4) or successor statutes thereto, during the Term of this Agreement (as defined in Section 10.01, below). Clinic's professional liability insurance is occurrence-based coverage through the Marshfield Clinic Healthcare Liability Insurance Plan and covers Resident for professional liability claims (including defense costs) for alleged acts or omissions that are within the scope of the Program. Clinic shall provide Resident with proof of such coverage upon request. In the event that Resident becomes ineligible for professional liability insurance, this Agreement shall automatically terminate.
- 9.02 Licensure Status. Resident shall apply for an unrestricted Wisconsin license to practice medicine as soon as Resident becomes eligible. If Resident is unable to obtain a valid Wisconsin medical license within a reasonable period of time after submitting an application, or, in the event that Resident secures a Wisconsin medical license and it is subsequently restricted, revoked or suspended, this Agreement shall automatically terminate. In the event that Resident is not yet eligible to apply for a Wisconsin license to practice medicine but is eligible to apply for a Wisconsin Temporary Educational Permit ("**TEP**") Resident shall apply for and secure a TEP and shall maintain or renew the TEP until he/she is eligible for and secures an unrestricted medical license.

- 9.03 Exclusion From State and Federal Health Care Programs. Resident hereby represents and warrants that he/she is not and at no time has been excluded from participation in any federally funded health care programs, including Medicare and Medicaid. Resident hereby agrees to immediately notify Clinic if he/she is threatened to be or excluded from any federally funded health care program, including Medicare and Medicaid. In the event that Resident is excluded from participation in any federally funded health care program during the Term of this Agreement (as defined in Section 10.01, below), or if at any time during the Term of this Agreement it is determined that Resident is in breach of this requirement, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.
- 9.04 Compliance with Law. The Parties shall comply with all applicable laws and regulations relating to the licensure and regulation of physicians and health care facilities.
- 9.05 Amendments. This Agreement may be amended at any time by agreement of all of the Parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the Parties.

PART X – TERM AND TERMINATION

- 10.01 Term and Termination. This Agreement shall remain in force and effect for the term of the orientation period plus one (1) year beginning on the Effective Date (“*Term of this Agreement*”) unless earlier terminated as provided herein. Clinic and Resident shall each have the right and privilege of canceling and terminating this Agreement for cause, upon thirty (30) days written notice to the other, and upon the expiration of said notice, this Agreement shall be and become of no further force and effect whatsoever, and the Parties shall be relieved and discharged therefrom except as otherwise provided herein. “*Cause*” includes but is not limited to, a determination by the Program Director that Resident’s practices do not meet acceptable Program standards. The 30-day notice requirement does not apply to any provision in this Agreement that provides for automatic termination.

IN WITNESS WHEREOF, the Clinic and Hospital, by their Director of Division of Education, and Resident have executed this Agreement the day and year first above written.

**MARSHFIELD CLINIC/MINISTRY
SAINT JOSEPH'S HOSPITAL
OF MARSHFIELD, INC.**

RESIDENT

Matthew J. Jansen, M.D.
Director, Division of Education

Printed Name: _____ Program

Date: _____

Date: _____

ADDENDUM A
RESIDENT'S BENEFITS
(attached)