



MILWAUKEE, WISCONSIN

Agreement for Graduate Medical Education

This agreement is entered into by and between Aurora Health Care Metro Inc., a not-for-profit Wisconsin corporation, and NAME (hereinafter referred to as "Resident/Fellow").

1. TERM AND LEVEL OF APPOINTMENT:

Aurora Health Care appoints Resident/Fellow and Resident/Fellow accepts appointment to the ____ Residency/Fellowship Program (hereinafter referred to as "Training Program") as a ____ year for the period ____ to ____ with Aurora Sinai Medical Center of Aurora Health Care Metro Inc., 945 N. 12th Street, Milwaukee, Wisconsin (affiliate of Aurora Health Care), Aurora St. Luke's Medical Center of Aurora Health Care Metro, Inc., 2900 W. Oklahoma Avenue, Milwaukee, Wisconsin (affiliate of Aurora Health Care) (hereinafter collectively referred to with Aurora Health Care as the "Medical Center") as the primary sites of training. This appointment is contingent upon satisfactory completion of the Resident/Fellow's current academic and/or professional responsibilities by June 30, 2020 and on the completion of all pre-employment requirements. This may include but is not limited to: medical school diploma acquisition, completion of all examinations as outlined below, ACGME training program completion, current Wisconsin medical licensure, ECFMG certificate acquisition, acquisition and maintenance of legal visa/immigration status, a background check, a drug test, and a physical.

2. RESIDENT/ FELLOW RESPONSIBILITIES:

The Resident/Fellow shall devote professional time and effort to the training program to effectively perform all duties assigned by the Program Director and/or his/her designee, including but not limited to:

- (a) Completion of the USMLE STEP I or COMLEX I within three attempts prior to the initiation of training.
- (b) The USMLE STEP II CK/CS or COMLEX II CK/PE must be passed within three attempts before the end of the first year of training or prior to the initiation of training if an ECFMG Certificate is required and/or if completion of USMLE/COMLEX STEPS II/ a requirement for medical school graduation. Failure to successfully pass the USMLE/COMLEX STEPS II in three or fewer attempts by the end of the first year of training is sufficient grounds for dismissal from the Training Program.
- (c) Completion of the USMLE STEP III or COMLEX III within three attempts by the end of the second year of training. Failure to successfully pass the USMLE STEP III examination or COMLEX III in three or fewer attempts by the end of the second year of training is sufficient grounds for dismissal from the Training Program.
- (d) Successful completion of USMLE Steps I, II-CK/CS, III or COMLEX I, II CK/PE, III in three or fewer attempts each is required for graduation from Aurora Health Care Categorical Residency Programs.
- (e) Satisfactory participation in and completion of all educational responsibilities and duties at the designated level of training and such other services as may be determined by the Program Director and/or his/her designee, including but not limited to:
 - 1. Development of a personal program of self-study and professional growth with guidance from the faculty, teaching and medical staff.
 - 2. Adherence to the scheduled rotation and on call schedule of the program.

3. Assumption of responsibility for teaching and supervising other Resident/Fellows and students when appropriate.
 4. Participation, when appropriate, in committees and councils, especially those that relate to patient care review activities.
 5. Participation in programs of significant value in improving education and patient care as determined by the Program Director and/or responsible faculty.
 6. Certification and maintenance in all Cardiac Life Support Courses per the requirements set forth by the Program Director as soon as possible in the initial year of training and throughout the training period.
- (f) Participation in compassionate, safe and cost-effective patient care, under supervision, commensurate with the Resident/Fellow's level of advancement and responsibility and without regard to any patient's race, color, religion, sex, national origin, age, disability, veteran status, marital status, sexual orientation or other legally protected status, ability to pay or medical condition.
 - (g) Compliance with all applicable professional, administrative and human resources policies, rules, regulations, procedures and decorum of the Medical Center or other institutions where assigned, including but not limited to the Medical Center's policies on drug and alcohol abuse, infectious disease prevention, completion of medical records, and moonlighting.
 - (h) Procurement of appropriate professional help or care for emotional, physical and dependency problems that might arise during the period of appointment which could affect the Resident/ Fellow's ability to perform his/her obligations under this Agreement.
 - (i) Acquisition and maintenance of proper medical licensure and registration with the Drug Enforcement Administration as soon as eligible and adherence to all federal and state regulations regarding the practice of medicine.
 - (j) When applicable, acquisition and maintenance of legal visa status/work authorization. While the Medical Center may assist in processing required documents, Resident/Fellow is ultimately responsible. Resident/Fellow will not be allowed to begin or continue in the Training Program without proper work authorization documentation.
 - (k) Failure to comply with the above obligations may lead to disciplinary action up to and including immediate discharge from the training program. Disciplinary action will be administered consistent with the policies on Grievances, Corrective Action, Due Process in the 2020-2021 Aurora Health Care House Staff Manual.

3. MEDICAL CENTER /FACULTY RESPONSIBILITIES:

The Medical Center will provide a training program which meets all of the requirements as set forth by the Accreditation Council for Graduate Medical Education (ACGME) and its Residency Review Committees as well as the requirements established by the specific specialty board.

During the term of appointment the Medical Center further agrees that the Program Director and faculty will effectively:

- (a) Define the goals, objectives, and curriculum of the program.
- (b) Set the standards for achievement and performance.

- (c) Evaluate and provide formal feedback to the Resident/Fellow on an ongoing basis.
- (d) Identify unsatisfactory progress of the Resident/Fellow and take action to assist the Resident/ Fellow to correct unsatisfactory performance.
- (e) Maintain policies and procedures to supervise the Resident/Fellow in carrying out his/her patient care responsibilities.
- (f) Maintain facilities and resources adequate to provide the appropriate educational experiences and opportunities.
- (g) Allow the Resident/Fellow to participate in the evaluation of the quality of education and resources provided by the Program.
- (h) Allow the Resident/Fellow to be integrated and actively participate in the Medical Center's Interdisciplinary Continuous Quality Improvement and Patient Safety Program/Care Management Initiatives.
- (i) Respond to the Resident/Fellow's professional and psychosocial needs, especially in times of stress or potential impairment and provide support and assistance to give the Resident/Fellow an opportunity to remediate the problem.
- (j) Attest to the Resident/Fellow's completion of all requirements established by the ACGME, specialty board and program, as appropriate.
- (k) Follow the ACGME's guidelines for Resident/Fellow work duty hours.
- (l) Ensure that each program provides effective educational experiences for Resident/Fellows that lead to measurable achievement of educational outcomes in the ACGME competencies as outlined in the common and specialty/subspecialty program requirements.
- (m) Ensure that the Resident/Fellow will participate in an educational program regarding physician impairment, including substance abuse and sleep deprivation.

4. SALARY AND BENEFITS:

During the term of appointment the Medical Center further agrees to:

- (a) Provide an annual salary of \$____ in bi-weekly payments. Any increases in the salary may be based on the level of training achieved by the Resident/Fellow. In addition, the Resident/Fellow will receive a salary for the required orientation period.
- (b) Provide health insurance. Participation on the part of the Resident/Fellow is required unless there is documentation of health insurance coverage from another source (i.e. coverage under spouse's policy). Health insurance benefits for Resident/Fellow and eligible dependents are effective the first of the month following your first day of employment in accordance with the 2020-2021 Aurora Health Care House Staff Manual policy on Benefits.
- (c) Provide 28 days (224 hours) each academic year to be available as Paid Time Off for vacation, holiday, and unscheduled absence (including incidental sick days). At the end of each academic year, the Resident/Fellow will be allowed to carry over a maximum of 40 hours in the Paid Time Off Bank in accordance with the 2020-2021 Aurora Health Care House Staff Manual policy on Paid Time Off. Any Paid

Time Off remaining will not be paid to the Resident/Fellow upon completion of the Resident/Fellow's academic responsibilities, nor in the event the Resident/Fellow is terminated. Paid Time Off is subject to specific program requirements and with the approval of the Program Director.

- (d) Provide Professional Liability Insurance. The Medical Center provides comprehensive occurrence-based professional liability insurance coverage of no less than the minimum amount required by Wisconsin statutes for the Resident/Fellow's activities within the Training Program. The professional liability coverage will include legal defense and protection against awards from claims reported or filed after the completion of the Training Program. In addition, the Medical Center will provide professional liability insurance coverage for a licensed Resident/Fellow's moonlighting activities, provided that these activities are performed within the limits of the Medical Center's policy, are approved and not restricted by the Resident/Fellow's Program Director and do not violate the Resident/Fellow's visa restrictions, where applicable. The Medical Center reserves the right to review, approve and/or rescind approval of the Resident/Fellow's moonlighting activities at the discretion of the Program Director. The professional liability insurance provided by the Medical Center for moonlighting activities includes coverage by the State of Wisconsin Patient's Compensation Fund only if a portion of the moonlighting activity is performed within the Aurora Health Care system. Resident/Fellows engaging in non-Aurora site moonlighting activities will be responsible for providing their own coverage under the State of Wisconsin Patient's Compensation Fund.
- (e) Additional reference to the following areas of Resident/Fellow support benefits and conditions of employment are described in the Aurora Health Care 2020-2021 House Staff Manual:

Policies

AHC 2020-2021 House Staff Manual

1. Short-Term/Long-term Disability Coverage/Disabilities Accommodation - See Benefits Section
2. Professional, Parental & Sick Leave Benefits and information related to eligibility for specific board examinations. Leave of Absence Policy - Leave of Absence effect on advancement to the next level of training and completion of training. See Policies Section
3. Conditions related to Privileges, Living Quarters, Meals, Laundry & Parking - See Program Training Information
4. Counseling, Medical, Psychological & other support services. - Wellness During Residency, Impairment in Residency, Drug and Alcohol Abuse Policy - See Policies Section
5. Professional activities outside the program - Moonlighting - See Policies Section
6. Pre-Employment Drug Screening - Maintaining a Drug-Free Work Environment - See Policies section
7. Residency Program Closure/Reduction - See Policies Section
8. Workers Compensation - See Benefits Section
9. Resident/Fellow Duty Hours, Supervision & Work Environment - See Policies Section

5. RENEWAL/NONRENEWAL/TERMINATION:

(a) Renewal:

As appropriate to the level of training during this Agreement, the Medical Center shall provide a position in subsequent years of clinical training contingent upon satisfactory completion of the preceding year, including testing and licensure requirements and the affirmative recommendations of the Program Director and/or his/her designee. The Medical Center retains the option to instead offer the Resident/Fellow another appointment at the same level depending on the circumstances.

(b) Non-Renewal of Appointment or Non-Promotion:

The Medical Center can elect not to renew an appointment for a subsequent term or not to promote the Resident/Fellow to the next level of training if it is determined that the Resident/Fellow's performance did not fulfill the expectations for his/her level of training, including testing and licensure requirements. In instances where a Resident/Fellow's agreement will not be renewed or when a Resident/Fellow will not be promoted to the next level of training, the Medical Center shall notify the Resident/Fellow of its intent not to renew the

appointment or not to promote to the next level of training at least 120 days or (four months) prior to the end of the current appointment term. If the primary reason(s) for non-renewal or non-promotion occurs within the four months prior to the end of the appointment term, the Medical Center will provide the Resident/Fellow with as much written notice of the intent not to renew or not to promote as the circumstances will reasonably allow prior to the end of the Resident/Fellow's appointment.

Resident/Fellows must be allowed to implement the Medical Center's grievance procedures if they receive a written notice either of intent not to renew their agreement or of intent to renew their agreement but not to promote to their next level of training.

(c) Termination:

Involuntary Termination:

Involuntary Termination is an action initiated by the Medical Center when it has been determined that the Resident/Fellow has not fulfilled his/her obligations under this Agreement. Action will be taken by the Medical Center as described in the Policies on Grievances, Corrective Action, Due Process in the Aurora Health Care 2020-2021 House Staff Manual.

Voluntary Termination:

Voluntary Termination is an action initiated by the Resident/Fellow to leave the training program for any reason. The Resident/Fellow shall provide the Program Director with written notice of such termination at least 120 days (four months) prior to the end of the appointment term. However, if the primary reason(s) for voluntary termination occurs within the four months prior to the end of the appointment term, the Resident/Fellow may terminate his/her appointment (including the renewed appointment) only if the Program Director agrees to the termination.

6. RESOLUTION OF DISPUTES ("DUE PROCESS"):

If a dispute arises over the terms of this contract and/or the conditions of appointment, the dispute shall be resolved in accordance with the policies on Grievances, Corrective Action, Due Process for Graduate Medical Education in the 2020-2021 Aurora Health Care House Staff Manual.

7. HARASSMENT:

The Medical Center is committed to maintaining a work place free of harassment and intimidation. The Medical Center expressly forbids any form of harassment. Complaints of harassment and/or other forms of exploitation involving the conditions of appointment or the Training Program will be addressed consistent with the Harassment Policy in the 2020-2021 Aurora Health Care House Staff Manual and applicable state and federal law.

8. AGREEMENT GOVERNANCE:

It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Wisconsin.

9. COMPLETE AGREEMENT:

This Agreement constitutes the complete agreement between the parties and supersedes all prior written or oral agreements or representations by the Medical Center or anyone acting on its behalf. This Agreement shall not be amended except in writing and as mutually agreed upon by these parties.

10. CRIMINAL BACKGROUND CHECKS:

To protect the safety of its patients, Wisconsin State Statute 50.065 requires that a criminal background check be completed on persons who have direct, regular contact with clients served by the Medical Center prior to employment as well as at intervals as defined by the Medical Center. Accordingly, this Agreement is conditioned upon the Medical Center obtaining a satisfactory criminal background investigation report which supports the Resident/Fellow's eligibility for appointment and participation in the training program.

A determination by the Medical Center that a substantially related criminal conviction prohibits the Resident/Fellow from participating in patient care, or falsification or withholding information relevant to the criminal background check or regarding any conviction, shall result in the immediate termination of the Resident/Fellow's appointment.

SIGNED:

Resident/Fellow

Date

APPROVED:

Program Director

Date

Designated Institutional Official
Aurora Health Care

Date