

RESIDENCY AGREEMENT

This Agreement is made by and between the Wayne State University/Detroit Medical Center Graduate Medical Education Program ("WSU/DMC"), whose address is 4201 St Antoine, Detroit, Michigan 48201, and «**name**» ("Resident"), whose address is «**address**».

WHEREAS, WSU/DMC desires to appoint Resident to serve as a «**level**» year resident in a training program of the Detroit Medical Center at either Children's Hospital of Michigan, Detroit Receiving Hospital and University Health Center, Harper Hospital, Huron Valley-Sinai Hospital, Hutzel Hospital, The Rehabilitation Institute, Inc., Sinai-Grace Hospital (collectively, the "DMC Hospitals") or other hospitals affiliated with the Wayne State University School of Medicine (the "WSU Medical School"), on the terms and conditions set forth herein; and

WHEREAS, Resident desires to receive such training and to provide such services on such terms and conditions;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, WSU/DMC and Resident hereby agree as follows:

1. Appointment

WSU/DMC, upon the recommendation of the program director of the training program to which Resident is being appointed (the "Program Director"), hereby appoints Resident as a «**level**» year «**program**» resident in a training program of the Detroit Medical Center to serve at one or more DMC Hospitals or other hospitals affiliated with the WSU Medical School during the period beginning «**begdate**» and ending «**enddate**». Resident hereby accepts this appointment.

This Agreement, effective as of the beginning date of the appointment specified in the preceding paragraph, shall expire, unless earlier terminated, upon the ending date specified in such paragraph. Anything to the contrary in this Agreement or in any manual or other writing notwithstanding, this Agreement may be renewed upon its expiration only upon the mutual consent of Resident and WSU/DMC as reflected in a writing executed by the parties and only after WSU/DMC has determined, in its sole discretion, that Resident has satisfactorily fulfilled his or her duties and obligations hereunder.

2. Obligations of WSU/DMC

WSU/DMC agrees to cause Wayne State University ("WSU"), the DMC Hospitals and other hospitals affiliated with the WSU Medical School to provide a training program which meets the standards established in the Essentials of Approved Residencies as formulated by the Accreditation Council for Graduate Medical Education.

WSU/DMC will monitor the provision or implementation of each of the following by the hospital where the resident is receiving training:

- a. Living Quarters: The hospital shall provide suitable on-call quarters

b. Liability Insurance: The hospital will provide insurance or other indemnity for liability of the resident and the hospital while acting in the performance of his/her duties or in the course and scope of his/her assignment. Claims made after termination of training will be covered if based on acts or omissions of the resident within the course and scope of his/her assignments during training. A determination regarding the provision of insurance or other liability coverage while on rotation outside DMC facilities will be made on a case by case basis.

c. Lab Coats: The hospital will provide lab coats to residents through the residency program office.

d. Meals: The hospital will provide meals to an on-call resident required to spend the night in any DMC hospital as part of his/her training program.

e. Duty Hours: Resident duty hours and on call schedules will conform with the Accreditation Council on Graduate Medical Education (ACGME) requirements and with the WUS/DMC Duty Hours and Work Environment Policy. All residents are expected to be rested and alert during duty hours. Program faculty will determine whether a resident is able to perform duties. Residents must not regularly report for duty without sufficient rest.

f. OSHA and CDC Recommendations: The hospital will comply with OSHA and CDC recommendations which assumes that every direct contact with a patient's blood and other body substances is infectious and requires the use of protective equipment to prevent parenteral, mucous membrane and non-intact skin exposures to the health care provider. The hospital agrees to provide, and make readily available, personal protective equipment to include gloves, face protection (masks and goggles), and cover gowns.]

g. Counseling Services: The hospital will provide access to appropriate confidential counseling, medical, and psychological support services.

h. Physician Impairment: WSU/DMC has a policy that describes how physician impairment will be handled.

i. Sexual Harassment: WSU/DMC adheres to the DMC policy prohibiting harassment.

3. Obligations of Resident

Resident agrees:

(a) to perform the duties and responsibilities required of him or her hereunder to the best of his or her abilities and to provide care commensurate with his or her level of advancement and competence under the general supervision of appropriately privileged attending staff and faculty and to competently perform such other services as may be required of residents in the training program at his or her level of training. Resident understands and agrees that the services Resident is to perform and his or her duties and responsibilities hereunder, including Resident's hours of duty, shall be determined from time to time by the Program Director and/or the Chief of the Department or Section to which Resident is assigned;

(b) to participate in the educational activities of the training program and, as appropriate, assume responsibility for teaching and supervising other residents or students and participate in institutional orientation and education programs and other activities involving the clinical staff;

(c) to participate in institutional committees and councils as invited or appointed;

(d) to develop an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and how to apply cost containment measures in the provision of patient care;

(e) to comply with the policies, procedures (including corrective action, harassment and grievance policies and/or procedures) and rules and regulations of WSU/DMC, WSU (including its School of Medicine), the training program to which Resident is being appointed and the DMC Hospitals and other hospitals to which Resident is assigned or in which Resident's training takes place, as well as any additional policies, procedures or rules and regulations which may be established by the Program Director and/or the Chief of the Department or Section to which Resident is assigned, as the same may be established regarding completion of medical records in a timely manner. Policies and procedures of DMC hospitals that are applicable to Residents are highlighted in the GME Information Booklet for Postgraduate Trainees and are available for review in the GME Office during regular business hours. Resident acknowledges and agrees that in the event medical records are not complete, WSU/DMC may, in its discretion, withhold payment of any stipend due or any letters of recommendation or certification until such time as such records are completed;

(f) to be registered as a full-time student at WSU;

(g) to acquire and maintain the appropriate Michigan medical license and controlled substance registration required to fulfill the duties of Resident under this Agreement;

(h) to devote such time and effort as may be required to fulfill all of Resident's responsibilities under this Agreement, including reporting to work during hours scheduled, unless prevented from doing so by sickness, injury or other reason approved by the Program Director and/or Chief of the Department or Section to which Resident is assigned;

(i) to pay all financial obligations owed to WSU/DMC, WSU, any DMC Hospital or other hospital to which resident is assigned prior to termination of this Agreement, Resident acknowledging and agreeing that any outstanding obligations may, at the discretion of WSU/DMC, be deducted from the final paycheck of Resident at the end of the term of this Agreement;

(j) to promptly submit to a complete physical and/or mental examination upon the request of WSU/DMC to enable WSU/DMC to make a determination of the health status of the Resident, and to make available to WSU/DMC the results of such examination; and

(k) to undertake any immunization program reasonably requested by WSU/DMC.

4. Compensation

WSU/DMC agrees to provide, as the sole compensation to be received by Resident for the services to be provided hereunder, a stipend at the annual rate of \$«stipend», payable bi-weekly, and such other benefits including professional liability insurance, as may be accorded from time to time by WSU/DMC. WSU/DMC reserves the right to add, delete or otherwise change benefits (other than stipend amounts) without advance notice at WSU/DMC's discretion and as WSU/DMC deems appropriate. No compensation of any kind or nature shall be paid to or accepted by Resident from patients or third parties for any services rendered pursuant to this Agreement.

WSU/DMC will insure that the benefits (including health and disability insurance insurance, vacation, leaves of absence, etc.) described in the Summary of Benefits attached to this Agreement are provided to each resident.

5. Outside Professional Activities

Resident shall devote all of his or her professional efforts to the performance of Resident's obligations under this Agreement, and shall not participate or engage in any outside professional work of any kind or nature whatsoever; (i) unless and until Resident has obtained a permanent license to practice medicine in Michigan; (ii) unless and until Resident has presented his/her Program Director with evidence of professional liability insurance in such amounts as WSU/DMC, in its sole discretion, deems appropriate, insuring Resident against any malpractice liability, and Resident has agreed to indemnify and hold harmless WSU/DMC, WSU, the DMC Hospitals, all other hospitals to which Resident is assigned and the officers, directors, employees and agents of each of the foregoing, from any and all losses and expenses resulting from or caused by such activities; and (iii) unless and until Resident receives the written approval of the Program Director and the Chief of the Department or Section to which Resident is assigned, it being understood that the Program Director and the Chief of the Department or Section to which Resident is assigned may withhold or withdraw his or her consent at any time, as he or she, in his or her sole discretion, deems appropriate. Resident hereby acknowledges that while engaging in any activities other than those required to be performed under this Agreement, Resident is not acting as an employee or agent of WSU/DMC, WSU, any DMC Hospital or other hospital to which Resident is assigned and that Resident is therefore not covered by the insurance or self-insurance programs of any such entity. Resident further acknowledges that he or she shall be expected to perform all duties as assigned even in the event consent is given to engaging in other activities, and if Resident is unable to perform his or her duties as assigned or otherwise violates the terms of this Paragraph 5 Resident will be subject to corrective action including dismissal.

6. Evaluation of Performance

The program director, with the participation of program faculty, will at least semi-annually evaluate the knowledge, skills, and professional growth of a Resident. The results of this evaluation will be made known to the Resident. The written records of the evaluation will be accessible to the Resident.

7. Corrective Action and Grievance Procedures

Upon the determination of any of the following: (i) any DMC Hospital or other hospital to which Resident is or has been assigned or in which Resident has performed any of his or her duties under this Agreement, (ii) WSU/DMC, (iii) the Chief of the Department or Section to which Resident is assigned, if other than the Program Director, or (iv) the Program Director, that Resident has not fulfilled or cannot fulfill each of his or her obligations under this Agreement, or that any action, conduct or the health of Resident is adverse to the best interests of patient care or the institutions to which Resident is assigned hereunder, Resident shall be subject to corrective action. The action to be taken shall be in accordance with such procedures as may be determined from time to time by WSU/DMC, which procedures shall provide for the due process of law to which the Resident is otherwise entitled. Corrective action may include suspension, reappointment without advancement, decision not to reappoint, termination of this Agreement, and other action including, but not limited to, probation and issuance of a letter of warning, admonition or reprimand.

A Resident who is aggrieved with regard to an issue not covered under the WSU/DMC Corrective Action Procedure may share his/her concerns through the postgraduate trainee grievance process. Notwithstanding the provisions of the preceding paragraph, Resident's participation in any program of any DMC Hospital or other hospital to which Resident is assigned may be limited, restricted or suspended in accordance with the policies of such hospital. Action by a hospital may include, but is not limited to, the summary or other suspension of Resident.

8. Termination by Resident

(a) In the event of incapacitating illness on the part of Resident, Resident may terminate this Agreement by giving written notice of such termination to WSU/DMC and the Program Director.

(b) Except as provided in Section 8(a) above, Resident shall not terminate this Agreement without providing WSU/DMC ninety days prior written notice and without providing WSU/DMC an opportunity to discuss any differences, dissatisfaction or complaints.

9. Access to Books and Records

(a) In the event that the Secretary of Health and Human Services or the Comptroller General of the United States or their representatives determine that this Agreement is a contract described in Section 1861 (v)(1)(I) of the Social Security Act, 42 U.S.C. § 1395x(v)(1)(I), Resident agrees that until the expiration of four years after the furnishing of services pursuant to this Agreement, Resident will make available, upon written request, to the Secretary of Health and Human Services, WSU/DMC, WSU, any DMC Hospital or other hospital to which the Resident is assigned, or upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records that are necessary to certify the nature and extent of costs paid pursuant to this Agreement.

(b) If Resident carries out any of his or her duties under this Agreement through a subcontract, with a cost or value of \$10,000 or more over a twelve month period, with a related organization as defined in 42 C.F.R. § 405.427, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request, to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, the subcontract, and books, documents and records of such organizations that are necessary to verify the nature and extent of such costs.

(c) In the event access to this Agreement, or books, documents and records is requested pursuant to this Section by the Secretary of Health and Human Services, the Comptroller General of the United States or any of their duly authorized representatives, Resident shall immediately notify WSU/DMC in writing of such request.

10. Entire Agreement

Except as expressly provided herein, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all other agreements, either oral or written, between Resident and either WSU/DMC, WSU, any DMC Hospital or other hospital to which Resident is assigned with respect to this subject matter. This Agreement, including this Section 10, cannot be changed, modified, or discharged orally, but only by an agreement in writing, signed by the party or parties against who enforcement of the change, modification or discharge is sought. No person has authority to modify this Agreement orally, any such oral modification shall not be valid or binding upon WSU/DMC.

11. Assignment

This Agreement may not be assigned by Resident.

12. Limited Enforcement

Except as expressly provided herein, this Agreement shall be enforceable only by Resident, WSU/DMC, WSU, any DMC Hospital or other hospital to which Resident is assigned and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement, and no other person shall have the right to enforce any of the provisions contained herein, including without limitation any patient or parent, guardian, or personal representative of any patient of any DMC Hospital or WSU or any other hospital.

13. Governing Law

This Agreement shall be construed and enforced in accordance with, and governed by, the laws and decisions of the State of Michigan.

14. Waiver

One or more waivers of any term, covenant, conditions or provision of this Agreement by any of the parties hereto shall not be construed as a waiver of a subsequent breach or of other terms, covenants, conditions or provisions. No breach of any such term, covenant, condition or provision shall be deemed to have been waived by DMC unless such waiver be in writing signed by the President of DMC of his or her designee.

15. Notices

Any notice, offer, demand or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed, or if sent by registered or certified mail, postage and charges prepaid, to the address of the respective party set forth on the first page of this Agreement. Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date on which the same is deposited in a regularly maintained receptacle for the deposit of United States mail.

16. Nondiscrimination

In fulfilling their respective duties and other responsibilities hereunder, neither party shall discriminate in any manner against any person in violation of applicable law.

17. Miscellaneous

Whenever the singular is used herein, the same shall include the plural. All references to the masculine, feminine and neuter genders shall be deemed to include the others. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn therefrom. The paragraph headings used herein are for convenience only and shall not be used in the construction or interpretation of this Agreement.

I (Resident) acknowledge that I have read and agree to be bound by the terms and conditions in this agreement.

For Wayne State University/Detroit
Medical Center Graduate Medical
Education Program

Resident

WSU/DMC Graduate Medical Education

Date: _____