



## **Agreement for Graduate Medical Education**

This Agreement for Graduate Medical Education ("Agreement") is entered into by and between Aurora Health Care, Inc., a not-for-profit Wisconsin corporation, on behalf of its affiliates and Jane Doe (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 Cardiology Residency/Fellowship Program (hereinafter referred to as "Training Program") as a Chiropractic Resident for the period 7/1/2023 to 6/30/2024 with 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 prior to 7/1/2023 and on the completion of all pre-employment requirements. This may include but is not limited to: chiropractic diploma acquisition, completion of all examinations as outlined below, current Wisconsin licensure, acquisition and maintenance of work authorization, 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) Successful completion of NBCE Parts I, II, III, IV, and Physio therapy exams.
- (b) 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.
- (c) 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.
- (d) 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.

(e) 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.

(f) When applicable, acquisition and maintenance of 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.

(g) 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 in the 2022-2023 Chiropractic Residency Program Handbook.

### **3. MEDICAL CENTER /FACULTY RESPONSIBILITIES:**

The Medical Center will provide a training program which meets all of the requirements as set forth by the Council on Chiropractic Education (CCE)

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 CCE, as appropriate.

(k) Follow the CCEs 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 CCE 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 \$41,234.56 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 day of employment in accordance with the 2022-2023

(c) Provide Paid Time Off Bank in accordance with the 2022-2023 Chiropractic Residency Program Handbook 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.

## **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 2022-2023 Chiropractic Residency Program Handbook.

#### **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 in the 2022-2023 Chiropractic Residency

**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 Aurora Harassment Policy 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:**

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*Jane Smith Doe*  
Trainee Signature

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*Jeffrey Tiemstra*  
Jeffrey Tiemstra  
Program Training Director Signature

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*Jake Bidwell*  
Dr. Jacob Bidwell, M.D.  
Designated Institutional Official