



**Graduate Medical Education Agreement of Appointment
Wayne State University**

2025 - 2026

WHEREAS Wayne State University Graduate Medical Education Program (“WSU” or “Sponsoring Institution” or “University”) provides a Graduate Medical Education Program approved by the Accreditation Council for Graduate Medical Education (“ACGME”) for qualified physicians (“Program”) and has entered into affiliation agreements with various hospitals (“Hospitals” or, singularly, “Hospital”) in connection with the implementation of the Program; and

WHEREAS the Physician Trainee desires to pursue a course of graduate medical education within the Program in accordance with the provisions of this agreement, it is agreed that;

This agreement of appointment by and between WSU, whose address is 540 East Canfield, Detroit, Michigan 48201, and on behalf of _____ (“Physician Trainee” or “Resident” or “Trainee”) sets forth the terms and conditions of the appointment as Physician Trainee and Graduate Student.

The purpose and intention of this training agreement is to assist the Physician Trainee in the pursuit of his or her studies. In consideration of the mutual promises contained herein, WSU and the Trainee each agree as follows:

1. Terms of Appointment

1.1. Commencement Date in the Department of _____; in the Program of _____ from July 1, 2025 to June 30, 2026 as a PGY _____ at the annual rate of \$ _____ in addition to fringe benefits as described in section 5:

1.2. As a condition precedent to appointment, the Physician Trainee must provide appropriate credentialing documentation to the Graduate Medical Education (GME) office prior to start date. This agreement may be declared a nullity by the Sponsoring Institution if the Physician Trainee fails to provide the GME Office with all of the following credentialing documentation required for certification of eligibility:

- 1.2.1. A completed Application for Appointment,
 - 1.2.1.1. A minimum of three (3) Physician Trainee reference forms to be completed by physicians who have worked with you, observed your professional performance, and are able to provide reliable information regarding your clinical competence, judgment, character, ability to work with others and health status as it relates to the privileges you are requesting.
- 1.2.2. Proof of legal employment status, (i.e. birth certificate, passport, naturalization papers, valid visa, etc.),
- 1.2.3. If the Physician Trainee is an international medical school graduate, an original, current, and valid Educational Commission for Foreign Medical Graduates (ECFMG) certificate,

- 1.2.4. Successful passage of United States Medical Licensing Examination Step III or COMLEX Level 3 as determined by the GME USMLE and COMLEX Examinations Policy,
- 1.2.5. Obtain and maintain a valid license to practice medicine that complies with the applicable provisions of the laws pertaining to licensure in the state of Michigan and provide documentation of valid license to GME office by date required annually,
- 1.2.6. Acquire and maintain life support certification(s) ACLS, BLS, and PALS as prescribed by program, Hospital, and/or WSU,
- 1.2.7. This signed Graduate Medical Education Agreement of Appointment,
- 1.2.8. Submit to a health examination and supplementary test(s), which includes tests for drug and/or alcohol abuse, may require a cotinine (nicotine) test, and receive the required immunizations in compliance with each Hospitals' policy and all applicable federal, state, and local laws and regulations. It must be determined the Physician Trainee is in sufficient physical and mental condition to perform the essential functions of appointment. The results of all examinations shall be provided to a hospital's Employee Occupational Health Services (OHS) as necessary.
- 1.2.9. Further information that the GME Office may request in connection with the Physician Trainee's credentials, includes but is not limited to, Criminal Background Check (State of Michigan Public House Act 27, 28, and 29) and clearance from the National Practitioner Data Bank,
- 1.2.10. Any document not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to WSU.
- 1.2.11. Successful passage of Institutional Learning Modules required for Compliance and Employment.
- 1.2.12. In the event that the Physician Trainee cannot or does not begin work on the appointment date, the contract may be voided at the option of WSU.

2. Trainee Responsibilities.

The Physician Trainee must meet the qualifications for Trainee eligibility outlined in the GME Trainee Manual and Benefits Guide. In providing services and in participation in the activities of the program, the Physician Trainee agrees to do the following:

- 2.1. Obey and adhere to the Medical Staff Bylaws and Corrective Action and Hearing Procedures for Residents and policies and practices of the department(s) and Hospital, including but not limited to the following:
 - 2.1.1. Obey and adhere to the corresponding policies of all of the facilities to which they rotate, including completion of all facility required education programs.
 - 2.1.2. Obey and adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by The Joint Commission (JCAHO), the ACGME, the American Osteopathic Association (AOA), the Residency Review Committee (RRC); and any other relevant accrediting, certifying, or licensing organization, including the State of Michigan Medical Board.
- 2.2. Participate fully in the educational and scholarly activities of the program, including the performance of scholarly and research activities as assigned by the Institution (Orientation and Core Curriculum) Program Director (and/or as necessary for the completion of applicable graduate

- requirements), attend all required educational conferences, assume responsibility for teaching and supervising other Physician Trainees and students, and participate in assigned WSU, Hospital, and medical staff committee activities.
- 2.3. Use their best efforts to provide safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees, visitors at WSU and other facilities/rotation sites to which the Physician Trainee is assigned.
 - 2.4. Provide clinical services:
 - 2.4.1. Commensurate with their level of advancement and responsibilities,
 - 2.4.2. Under appropriate supervision,
 - 2.4.3. At sites specifically approved by the program and Graduate Medical Education Committee (GMEC) through the GME office, and,
 - 2.4.4. Under circumstances and at locations covered by a Hospital's or WSU's professional liability insurance maintained for the Physician Trainee in accordance with paragraph 5.4 below.
 - 2.5. Develop and follow a personal program of self-study and professional growth under guidance of the program's teaching faculty that includes lifelong learning.
 - 2.6. Demonstrate competency in patient care, medical knowledge, interpersonal and communication skills, practice-based learning and improvement, professionalism, and systems-based practice per ACGME definition by program completion.
 - 2.7. Full Cooperation:
 - 2.7.1 Fully cooperate with the Program, WSU and Hospitals in coordinating and completing the RRC and ACGME accreditation submissions and activities including the legible and timely completion of patient medical records, charts, reports, statistical operative and procedure logs, faculty and program evaluations, and/or other documentation required by the RRC, ACGME, Hospitals, WSU, department, and/or Program.
 - 2.7.2 Report to the GME Office and cooperate with the State of Michigan Medical Board in any investigation or correspondence regarding issues which may impact state licensure.
 - 2.8. Return, at the same time of the expiration or termination of this Agreement, all WSU or Hospital property, including but not limited to books, equipment, paper, pagers and PDAs; complete all necessary records; and settle all professional and financial obligations.
 - 2.9. Cooperate fully with all WSU, Hospital and department surveys, reviews, and quality assurance and credentialing activities.
 - 2.10. Report immediately; a) to WSU and Hospital's Risk Management Office any inquiry by any private or governmental attorney or investigator or b) to WSU and Hospital's Public Relations Office any inquiry by any member of the press. The Physician Trainee understands that WSU encourages the Physician Trainee's full cooperation with any governmental investigation or inquiry. The Physician Trainee agrees not to communicate with any inquiring private attorney or any members of the press except merely to refer such private attorneys to the Legal Office and to refer the press to the Public Relations Office.

- 2.11. Cooperate fully with WSU and Hospital administration, including but not limited to the Departments of Nursing, Professional Services, Financial Services, Social Services, and other ancillary service departments in connection with the evaluation of appropriate discharge and post-hospital care for hospital patients.
- 2.12. Obey and adhere to WSU and the Hospital's legal compliance program and professional standards; including those in the Hospital's medical staff bylaws.
- 2.13. Cooperate fully with WSU's or the Hospitals' institutional policies prohibiting discrimination and harassment,
- 2.14. Adhere to all Policies/Procedures and professional expectations as outlined in the GME Trainee Manual and Benefits Guide provided to the Resident at the beginning of his/her training or found on the GME web-site. This includes policies regarding physician impairment, substance Abuse, and harassment. Present at all times a proper and professional appearance.
- 2.15. Permit WSU or Hospital to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body (the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)), and the Physician Trainee covenants to hold harmless the Hospital, WSU, and their officers, directors, or other personnel for good faith compliance with such requests for information. This covenant shall survive termination or expiration of this Agreement.
- 2.16. The Physician Trainee agrees to continue to meet WSU, Hospital and State standards for immunizations in the same manner as all WSU or Hospital personnel.
- 2.17. Contribute to quality enhancement of education by participating in scheduled evaluation of program, faculty and institution.

3. Institutional Responsibilities.

The Sponsoring Institution has the following obligations:

- 3.1 To provide a stipend to the Trainee.
- 3.2 To use its' best efforts, within available resources, to provide an educational training program that meets the ACGME's accreditation standards.
- 3.3 To use its' best efforts, within available resources, to provide the Physician Trainee with adequate and appropriate support staff and facilities in accordance with federal, state, local and ACGME requirements.
- 3.4 To orient the Physician Trainee to the facilities, philosophies, rules, regulations and policies and Program Requirements of the ACGME and the RRC.
- 3.5 To provide the Physician Trainee with appropriate and adequate supervision for all educational and clinical activities.
- 3.6 To evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Trainee on a regular and periodic basis. The Program Director shall present to and discuss with the Trainee a written summary of the evaluations at least once during each six-month period of training and/or more frequently if required by the RRC, WSU, Hospital, Program Director, State of Michigan Medical Board or other agency as deemed appropriate.
- 3.7 Provide a fair and consistent method for review of the Trainee's concerns and/or grievances, without the fear of reprisal, as stated in the grievance

policy in the Alliance of Resident Physicians collective bargaining agreement.

- 3.8 Upon satisfactory completion of the Program and its requirements, Physician Trainee's responsibilities, and termination of House Staff status, furnish to the Trainee a Certificate of Completion of the Program.

4. Duty Hours

- 4.1 The Trainee shall perform their duties under this Agreement during such hours as the Program Director may direct in accordance with the "Duty Hour Policy," a copy of which is available in the GME office and on the WSU GME website. Duty hours, although subject to modification and variation depending upon the clinical area to which the Trainee is assigned and/or exigent circumstances, shall be in accordance with state, federal, institutional, and ACGME requirements.
- 4.2 If a scheduled duty assignment is inconsistent with this Agreement or the Duty Hours Policy, the Trainee shall bring the inconsistency first to the attention of the Program Director for reconciliation or cure. If the Program Director does not reconcile or cure the inconsistency, it shall be the obligation of the Trainee to notify the GME office who shall inform the Designated Institutional Official (DIO) and the Resident Council Representative who shall take the necessary steps to reconcile or cure the raised inconsistency.
- 4.3 The Trainee shall report duty hours accurately to GME from a yearly institutional survey and through program monitoring/audit.
- 4.4 Moonlighting. Moonlighting is voluntary, compensated, medically related work not related with training requirements that is performed outside or within the institution where the Employee is in training or at any of its related participating sites. Definitions of policies and procedures related to moonlighting can be found in the Alliance of Resident Physicians collective bargaining agreement

5. Financial Support and Benefits.

WSU shall provide the Trainee with financial support, and benefits in the following areas as described.

- 5.1 To ensure financial support (salary and fringe benefits) at a uniform level for all Trainees in each year of post graduate medical training. Except as permitted in Paragraph 4.4, this shall be the Trainee's sole source of compensation. Except for approved and authorized extracurricular activities, the Trainee shall not accept from any other source a fee of any kind for services as a physician.
- 5.2
- 5.3 To provide vacation, sick, and leave time consistent with the policies detailed in the Alliance of Resident Physicians collective bargaining agreement.
- 5.3.1 Leaves of Absence. The Trainee expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program Requirements and/or for Board certification requirements as found at www.med.wayne.edu . The amount of sick leave, leave of absence, or disability time that will necessitate prolongation of the training time for the Trainee shall be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board.

- 5.4 Professional Liability Insurance. WSU or the Hospital shall provide the Trainee with professional liability insurance coverage while the Trainee is acting within the scope of their assigned Program activities, and tail coverage. (Detailed information available from WSU GME office or Hospital Risk Management) In connection with the professional liability coverage provided by WSU or the Hospital:
- 5.4.1 The Trainee agrees to cooperate fully in any investigations, discovery, and defense that may arise. The Trainee's failure to cooperate may result in revocation of insurance coverage.
 - 5.4.2 If the Trainee receives, or anyone with whom the Trainee works receives on their behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Trainee's activities at WSU or the Hospital, the Trainee agrees to immediately report this receipt to WSU GME office and Hospital Risk Management and submit the document received.
 - 5.4.3 The Trainee agrees to cooperate fully with administration and Risk Management in connection with the following: (a) evaluation of patient care; (b) review of an incident or claim; (c) preparation for litigation, whether or not the Trainee is a named party to that litigation.
- 5.5 Other Additional Benefits: Will begin on the first day of this agreement
- 5.5.1 Health and Dental Benefits. There are different medical plans as well as a dental plan from which the Trainee may choose for themselves and family. It is the Trainee's obligation to select and enroll in the benefit program(s) they desire through the GME office.
 - 5.5.2 Life Insurance. The Trainee is covered with life insurance.. (See Alliance of Resident Physicians collective bargaining agreement)
 - 5.5.3 Long Term Disability Insurance.
 - 5.5.4 Workers' Compensation.
 - 5.5.5 Confidential Support Services including confidential counseling, medical, and psychological support services.
 - 5.5.6 Physician Impairment and Substance Abuse Education. WSU agrees to provide the Trainee with an educational program regarding physician impairment, including substance abuse, and shall inform the Physician Trainee, via written policies, of WSU's policies for handling physician impairment, including impairment related to substance abuse.
- 5.6 Discontinuation of Benefits. WSU reserves the right to modify or discontinue the plan of benefits set forth herein at any time. Any such change cannot be made without first advising the affected insured.

6. Reappointment.

The duration of this Agreement is for a period of twelve (12) months, not to exceed the fiscal year. Re-appointment and/or promotion to the next level of training is conditional upon; 1) satisfactory completion of all training components as mandated by the Program and the Institution, 2) the availability of a position, 3) satisfactory performance evaluations and documentation of passage of appropriate licensing examinations, 4) full compliance with the terms of this Agreement, 5) the

continuation of WSU's and Program's accreditation by the ACGME, 6) WSU or the Hospitals' financial ability, and 7) furtherance of the Hospitals'/WSU's objectives. The program maintains confidential records of all Trainees in accordance with State and Federal Law governing records of Trainees (See GME Trainee Manual and Benefits Guide).

- 6.1 In the event the Program Director or the WSU elects not to re-appoint the Trainee to the Program, the Program Director will provide the Physician Trainee with a written notice of intent not to renew their Trainee agreement of appointment by March 1st before the end of agreement which is in accord with the provisions of the Article 26, Discipline and Discharge of the Alliance of Resident Physicians collective bargaining agreement. The Physician Trainee may grieve this action following Article 9, Grievance and Arbitration Procedure of the Alliance of Resident Physicians collective bargaining agreement.
- 6.2 Non-Reappointment Based on Institutional Factors. When non-reappointment is based on reasons other than the Trainee's performance or their compliance with the terms of this Agreement (WSU, Hospital or Program Closure, reduction or discontinuance) it shall be final and not subject to further appeal or review and shall not be grievable under WSU's grievance procedure.

In this event all Trainees shall be entitled to the following:

- 6.2.1 Notification of non-reappointment as soon as practical after the decision to close is made;
- 6.2.2 Reasonable assistance in finding appointment to another training program;
- 6.2.3 Fiscal resources permitting, payment of stipend and benefits up until the conclusion of the term of this Agreement;

7. Grievance Procedures.

Grievance procedures are outlined in the Alliance of Resident Physicians collective bargaining agreement.

8. Corrective Action, Termination and Suspension.

During the term of this Agreement, the Trainee's appointment is conditional upon satisfactory performance of all Program elements by the Physician Trainee. If the actions, conduct, or performance, professional or otherwise, of the Physician Trainee are deemed by WSU or participating Hospital, GMEC or Program Director to be inconsistent with the terms of this Agreement, WSU's or the Hospitals' standards of patient care, patient welfare, or the objectives of WSU or the Hospital, or if such actions, conduct, or performance reflects adversely on the Program or WSU or disrupts operations at the Program or Hospital, corrective action may be taken by WSU and Program Director. (Refer to Article 26, Discipline and Discharge of the Alliance of Resident Physicians collective bargaining agreement).

9. Reporting Obligations.

WSU will comply with the obligations imposed by state and federal law and regulations to report instances in which the Trainee is not reappointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare.

10. Outside Professional Activities:

- 10.1 Resident shall devote all their professional efforts to the performance of the 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 the state of Michigan, (ii) unless and until the Resident has presented their Program Director with evidence of professional liability insurance in such amounts as WSU, in its sole discretion, deems appropriate, insuring Resident against any malpractice liability, and Resident has agreed to indemnify and hold harmless WSU, the Participating Hospital, all other hospitals to which the 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 the Resident is assigned, it being understood that the Program Director and the chief of the department or section to which the Resident is assigned may withhold or withdraw their consent at any time, as they, in their sole discretion, deems appropriate. Resident hereby acknowledges that while engaging in any activities other than those required to perform under this Agreement, the Resident is not acting as an employee or agent of WSU, any Hospital to which the Resident is assigned and that Resident is therefore not covered by the insurance or self-insurance programs of any such entity. The Resident further acknowledges that they shall be expected to perform all duties as assigned even in the event consent is given to engaging in other activities, and if the Resident is unable to perform their duties as assigned or otherwise violates the terms of this contract, the Resident will be subject to corrective action including dismissal.

11. Miscellaneous:

- 11.1 Taxes. WSU shall deduct appropriate items including FICA (Social Security) and applicable federal, state, and city withholding taxes.
- 11.2 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.
- 11.3 The terms of this Agreement are subordinate to the policies and procedures of WSU and the Hospitals as those policies and procedures may change from time to time. Nothing in this agreement shall be construed as limiting the authority of WSU or the Hospitals from changing policies or procedures or from making any such changes immediately effective. WSU and the Hospitals shall make reasonable efforts to notify Residents of changes to their respective policies and procedures that may materially affect a Resident's rights and obligations under this agreement.
- 11.4 In the event WSU has to reduce the size of a residency program or to close a program, WSU will inform the Physician Trainee as soon as possible. In the event of such a reduction or closure, WSU will allow the physician already in the program to complete their education or assist the physician in enrolling in an ACGME accredited program in which they can continue their education.

- 11.5 WSU maintains an education environment, which is safe and supportive for all Physician Trainees, students, and employees. Accordingly, WSU will not tolerate harassment of or by Physician Trainees, students, and employees. Fair and prompt consideration shall be given to all charges of harassment. Any Physician Trainee who believes they have been subjected to harassment at WSU or any Hospital should contact the WSU Office of Equal Opportunity.
- 11.6 WSU does not require Residents to sign a non-competition guarantee.
- 11.7 Confidentiality Agreement: Patient and employee information from any source and in any form (such as paper, talking, and computers) is confidential. The Physician Trainee shall protect the privacy and confidentiality of patient and employee information. Access to this information is allowed ONLY if needed for the Physician Trainee's job.

In this job, the Physician Trainee may see or hear confidential information on:

PATIENTS AND/OR FAMILY MEMBERS - Such as patient records, conversations and financial information
 EMPLOYEES, VOLUNTEERS, STUDENTS, CONTRACTORS, PARTNERS - Such as salaries, employment records, disciplinary actions
 BUSINESS INFORMATION - Such as financial records, reports, memos, contracts, WSU computer programs, technology
 THIRD PARTIES - Such as vendor contracts, computer programs, technology
 OPERATIONS IMPROVEMENT, QUALITY ASSURANCE, PEER REVIEW - Such as reports, presentations, survey results

I AGREE THAT:

- 1. I WILL ONLY access information I need to perform my training responsibilities.
- 2. I WILL NOT show, tell, copy, give, sell, review, change or trash any confidential information unless it is part of my job. If it is part of my job to do any of these tasks, I will follow the correct department procedure (such as shredding confidential papers before throwing them away).
- 3. I WILL NOT misuse or be careless with confidential information.
- 4. I WILL KEEP my computer password secret and I will not share it with anyone.
- 5. I WILL inform myself with the requirements of the WSU Policy on the Acceptable Use of Information Technology and comply with same.
- 6. I AM RESPONSIBLE for any access using my password.
- 7. I WILL NOT share any confidential information even if I am no longer a WSU employee.
- 8. I KNOW that my access to confidential information may be audited.
- 9. I WILL tell my supervisor if I think someone knows or is using my password.
- 10. I KNOW that confidential information I learn on the job does not belong to me.
- 11. I KNOW that WSU may take away my access at any time.
- 12. I WILL protect the privacy of our patients and employees.
- 13. I WILL NOT make unauthorized copies of WSU software.
- 14. I AM RESPONSIBLE for my use or misuse of confidential information.
- 15. I AM RESPONSIBLE for my failure to protect my password or other access to confidential information.

16. I will inform myself as to the privacy provisions and other requirements of the Health Insurance Portability and Accountability Act (HIPAA) and will comply with same.

Failure to comply with this agreement may result in the termination as a Physician Trainee at WSU and/or civil or criminal legal penalties. By signing this Agreement of Appointment, I agree that I have read, understand and will comply with these confidentiality obligations in addition to all the other terms. I understand that my training program may require that I participate in providing clinical care at any hospitals, facilities and/or programs. This statement is to authorize WSU and Hospital to provide any information including, but not limited to, information from my Trainee file as maintained by the GME office at WSU, insurance and claims history information, and any other information relating to my service as a graduate medical Physician Trainee at WSU to these facilities.

RELEASE OF INFORMATION

I, the aforementioned Physician Trainee, do hereby authorize all representatives of WSU to submit any pertinent data regarding my application, credentials, background, and educational training as they deem necessary, and I release these said individuals from any liability for such actions. This release shall remain in effect following my residency, but may be revoked after leaving the residency program by written notice to the program. I also hereby release from liability any and all individuals, institutions, or health care organizations listed in my application or any of their representatives who, in good faith and without malice, might provide or request information of WSU concerning my professional competence, ethics, character and other qualifications for appointment as a Resident of WSU.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE TERMS OF THIS AGREEMENT.

<<s:sig1_____>>
Trainee Signature

<<s:sig2_____>>
Program Training Director Signature

<<s:sig3_____>>
Anne Messman, MD
Designated Institutional Official Signature

Statement of Nondiscrimination:

Wayne State University provides educational and employment opportunities to all eligible persons without regard to race, color, ethnicity, religion, political affiliation, political beliefs, political activities, national origin, marital status, age, gender, gender identity,

gender expression, sexual orientation, or physical handicap of those capable of performing their professional duties. It is the intent of WSU to comply fully with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, and all other federal and state civil rights statues to the extent required by law. Inquiries and complaints alleging violation of this policy should be directed to the Director of Equal Opportunity at (313) 577-2280.