

**ADVOCATE HEALTH AND HOSPITALS CORPORATION
GRADUATE MEDICAL EDUCATION
RESIDENT PHYSICIAN AGREEMENT
200_/200_ ACADEMIC YEAR**

This Agreement, entered into this ____ day of _____, by {Advocate Health and Hospitals Corporation d/b/a Advocate Christ Medical Center or Advocate Lutheran General Hospital} or {Advocate North Side Health Network d/b/a Advocate Illinois Masonic Medical Center}, an Illinois Not-For-Profit corporation, hereinafter referred to as (“Hospital”) and _____, MD, hereafter referred to as (“Resident”).

WHEREAS, the Hospital has established an accredited clinical training program in graduate medical education, hereafter referred to as (“Program”); and

WHEREAS, the Resident is a graduate medical student who has been accepted for enrollment in an advanced graduate medical training Program; and

WHEREAS, institutions offering programs in graduate medical education must assume responsibility for the educational validity of all such programs; and

WHEREAS, satisfactory completion of this one year of graduate medical education is necessary for advancement to the next level of the Program or for receipt of certificate of Program completion.

WHEREAS, excellence in patient care shall not be compromised or jeopardized by the needs and prerogatives of the Program, nor shall the educational mission of the Program be compromised by an excessive reliance on the Resident to fulfill institutional obligations; and

WHEREAS, the parties mutually agree that quality health care along with supervised graduate medical education is a priority of the parties, that there is a need for flexibility within the working relationship of the parties, and that an understanding of the rights and responsibilities of both parties is important at the outset of and throughout their relationship.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements set forth herein, the parties hereby agree as follows:

I. Appointment

A. Duration of Appointment: Begins on (“Commencement date”) _____, 200__ and ends on _____, 200__.

B. Name of Graduate Medical Education Program:

_____.

C. Level of Training: PGY _____.

II. Requirements for Resident Prior to Commencement of Agreement

This Agreement will be declared null and void by the Hospital and shall not become effective if the Resident has not met all requirements as set forth below prior to the commencement date.

- A. State of Illinois Licensure:** The Resident agrees to acquire and maintain the appropriate State of Illinois License (at Resident's expense) as defined by the Illinois Medical Practice Act by _____. A Resident will not be permitted to begin or continue in a Program under any circumstances until the appropriate license has been obtained. The Resident is responsible for notifying the Program Director immediately, in writing, if any such license is revoked or otherwise restricted.
- B. Visa Status (if applicable):** The Resident agrees to comply with all legal and immigration requirements, if applicable, necessary to obtain and maintain appropriate visa status required to pursue graduate medical education in the USA. Visa application and maintenance expense will be paid by the Resident. A Resident will not be permitted to begin or continue in a Program without a valid visa/work authorization. The Resident is responsible for notifying the Program Director immediately in writing if his/her visa is revoked or otherwise restricted.
- C. Pre-Employment Physical/Drug Screening/Criminal Background Check:** Residents must complete a Pre-employment physical examination and drug screening through the Advocate Employee Health Service prior to starting employment. Failure to pass drug screening pursuant to the provisions of the Hospital policy will result in non-hiring or termination of employment. Results of a positive drug screen will be subject to applicable legal reporting requirements. Residents are also subject to the Human Resources policy on criminal background checks.
- D. Professional Liability Insurance**
Resident must qualify for professional liability insurance coverage by Advocate Health Care.

III. Compensation and Benefits

- A. Compensation:** The Hospital shall provide the Resident with an annual salary of \$ _____. Paychecks shall be delivered in accordance with Hospital policy.
- B. Benefits:** Resident will receive the following benefits subject to the terms and conditions of the Hospital's current benefit plans or policies. Benefit details of Paid Time Off, Living Conditions and other additional/optional benefits provided to the Resident as per individual Hospital policy are outlined in Exhibit A, attached and incorporated by reference herein.
 - 1. Medical, Dental, Vision Insurance:** Single or family participation in the Hospital's Comprehensive Health Plans within the limits of the coverage, effective the first day of this Agreement. All options are subject to payroll deduction. Complete information will be given to the Resident prior to selection.
 - 2. Disability Insurance:** The Hospital will provide employer paid long term and short term disability insurance to the Resident.
 - 3. Life Insurance:** The Hospital will provide employer paid group life insurance to the Resident equal to two times the annual salary.
 - 4. Worker's Compensation:** The Hospital will provide Worker's Compensation coverage to the Resident.

5. **Paid Time Off:** Vacation time, sick days and personal days are in accordance with Hospital/Medical Education Department Policy as outlined in Exhibit A, which is attached and incorporated by reference herein. Vacation time and personal days must be approved in advance by the Program Director. Vacation days, sick time and personal days are not cumulative from contract year to contract year. Unused paid time off will not be paid out at the end of the contract year.
6. **Leave of Absence/Unpaid Leave:** All Residents are entitled to benefits under the Hospital's Leave of Absence policy which includes Family/Medical Leave including maternity/paternity benefits, or Personal Leave of Absence. All Leaves of Absence must be approved by the Program Director and may effect the Resident's graduation date. Repeat of training and/or make up time required to fulfill criteria for completion of residency is determined by the Program Director consistent with the standards of the American Board of Medical Specialty (ABMS), the American Osteopathic Association (AOA), the American Dental Association (ADA), or the Council on Podiatric Medical Education (CPME), as applicable. The Advocate system policy on Leave of Absence as well as Program specific guidelines on time away from the Program will be reviewed at Resident Orientation.
7. **Professional Liability Insurance:** During the term of this agreement, Advocate will provide professional liability insurance for the Resident covering all clinical activities within the scope of the Program and the Resident Physician Agreement. Such limits will be \$1 million per occurrence and \$3 million in the annual aggregate. These limits are not in addition to the Advocate's Self-Insured Retention, but are included in the underlying Advocate Hospital professional liability coverage. Defense costs and indemnity settlement or award payments will be made on behalf of Resident for claims involving the alleged negligent acts or omissions of the Resident within the scope of the agreement. Insurance coverage for Resident will also be subject to all of the Trust and Liability Program coverage terms and conditions. Resident understands that any settlement involving his/her medical conduct may require Advocate to report such claim settlement to the National Practitioner's Data Bank or additional regulatory agencies.

The decision to appoint defense counsel and resolution of any litigated or non-litigated case is within the sole authority of Advocate. Resident agrees at all times to fully cooperate in the defense and investigation of any and all claims or lawsuits. Advocate Professional Insurance Coverage provided under this agreement only applies to medical care rendered at Advocate owned or operated facilities ("Advocate Network"). For all training activities or rotations at sites outside the Advocate Network, Resident must obtain specific approval by submitting a written request, with the approval of his/her Program Director, to the Risk Management Department of Hospital. The request must demonstrate benefit to the education of Resident plus benefit to the Program and Advocate. Approval for coverage for training outside of the Advocate Network can only be granted by and is within the sole discretion of the Risk Management & Insurance Department for Advocate Health Care Network. Such coverage does not extend to any moonlighting or other activities performed outside the training program.

Extended reporting of claims for alleged acts or omissions of Resident is provided following the expiration of this agreement so long as they occurred during the term and scope of the agreement. All provisions and requirements in this paragraph will survive the expiration and/or termination of the agreement.

8. **Living Conditions:** On-call housing, lab coats and an on-call meal allowance will be provided by the Hospital, the details of which are outlined in Exhibit A, attached and incorporated by reference herein. Personal housing must be obtained and fully paid for by the Resident.

IV. Hospital Responsibilities

- A. Institutional Accreditation:** Maintain Institutional accreditation for medical education with the Accreditation Council on Graduate Medical Education (ACGME) and for patient care services with the Joint Commission on Accreditation of Healthcare Organizations (JCAHO.)
- B. Environment of Training:** Provide a suitable environment for Program graduate medical education consistent with the standards promulgated from time to time by the ACGME, AOA, ADA, or CPME, as applicable. This includes responsibility for promoting an ethical, professional and educational environment that supports Resident learning and achievement of the core competencies: Medical Knowledge, Patient Care, Professionalism, Interpersonal and Communications Skills, Practice-Based Learning and Improvement and Systems-Based Practice. The Hospital is also committed to promoting safety and education through carefully constructed duty hour assignments and faculty availability. The Hospital promotes/adheres to the duty hour rules as published by the ACGME for all sponsored Programs.
- C. Commitment of Resources:** Provide sufficient Institutional resources to the best of its ability to ensure effective implementation and development of all Hospital sponsored and administered Programs in compliance with both Program and Institutional accreditation requirements.
- D. Designation of Director:** Designate a Program Director and his/her designee to serve as the person or persons responsible for the implementation of this Agreement and for the overall supervision of the Resident.
- E. Resident Involvement:** Provide opportunity for involvement of the Resident in areas of interest for his /her education or patient care through appointment to appropriate Hospital councils or committees.
- F. Evaluation:** Provide the Resident with regular feedback on performance, ability, knowledge and patient care skills. Provide a semi-annual written evaluation of his/her work and performance by the appropriate Program Director or designee. Maintain a personal record of evaluation/performance which is accessible to the Resident.
- G. Remediation:** Provide a program of remedial opportunities to the Resident who needs to develop or enhance skills or behaviors as deemed necessary by the Program Director and faculty.
- H. Grievance/Appeal Process:** Inform the Resident of, and make available, the Hospital's written policies describing how the Resident can address academic or other disciplinary actions that could result in termination, or non-renewal of Agreement. Policies and procedures will be reviewed at Resident Orientation and published in the Medical Education Policy and Procedure Manual which is available on line.

- I. **Impairment and Substance Abuse:** Provide the Resident with an educational program regarding physician impairment, including substance abuse. The Hospital shall inform the Resident of, and make available, the Hospital's written policies describing how physician/Resident impairment, including substance abuse, will be handled. Policies and procedures will be reviewed at Resident Orientation and published in the Medical Education Policy and Procedure Manual which is available on line.
- J. **Sexual Harassment:** Inform the Resident of, and make available, the Hospital's written policy prohibiting sexual harassment in any form and describing the protocol for addressing complaints consistent with the law and due process. Policies and procedures will be reviewed at Resident orientation and published in the Medical Education Policy and Procedure Manual which is available on line.
- K. **Accommodation for Disability:** Inform the Resident, and make available the Advocate system policy on Residents with disabilities employed as Associates. Policies and procedures will be reviewed at Resident Orientation and published in the Medical Education Policy and Procedure Manual which is available on line.
- L. **Hospital Sponsored Counseling:** Provide the Resident with access to Hospital sponsored counseling and other support services on a confidential basis, including matters related to Resident impairment.

V. Resident Responsibilities

- A. **Compliance with Laws, Regulations and Accreditation Requirements:** The Resident acknowledges that the Hospital has certain obligations in connection with applicable laws, regulations and accreditation standards. The Resident further acknowledges that the Hospital, from time to time, may adopt policies, procedures, and/or documentation requirements in connection with the implementation of such laws, regulations, and accreditation standards. The Resident agrees to cooperate fully with the Hospital in compliance with all applicable laws, regulations and accreditation standards as may be enacted or amended from time to time and with all implementing policies, procedures and/or documentation requirements now in existence or as may be adopted or amended by the Hospital from time to time.
- B. **Educational Activities:** The Resident shall participate fully in the educational activities of the Program, including rotations, continuity and/or community clinics, and the performance of scholarly and research activities as assigned by the Program Director, attend all required educational conferences, assume responsibility for teaching and supervising Residents and students and participate in assigned Hospital, Medical Staff and Program activities. The Resident also agrees to submit faculty and Program evaluations in a timely manner as requested.
- C. **Development of Program of Study:** The Resident will develop and follow a personal program of study and professional growth with guidance from the teaching staff and demonstrate ability to assume graded and increasing responsibility for patient care. Furthermore, the Resident shall participate in safe, effective and compassionate patient care under supervision commensurate with their level of training and responsibility.
- D. **Professionalism:** The Resident agrees to conduct himself/herself in a professional manner consistent with Hospital and Medical Education Department policy. This includes but is not limited to Hospital policy on Sexual Harassment, Dress Code, and Fitness for

Duty. The Resident agrees to accept and respect the Mission, Value and Philosophy of Advocate Health Care and its values of equality, compassion, excellence, partnership, and stewardship and to treat all patients, colleagues, associates and visitors in a respectful and courteous manner. The Resident also agrees to abide by the Advocate Health Care Business Conduct principles and the behavioral expectations of the Advocate policies.

- E. Health Services Compliance:** The Resident agrees to comply with Hospital requirements concerning either periodic health monitoring or additional required testing relating to the Resident's ongoing health status.
- F. Participation in Committees:** The Resident will participate or serve, if appointed, on Hospital and/or Program committees or councils that relate to Resident education or improvement in patient care.
- G. Medical Records:** The Resident acknowledges that all patient related records are the property of the Hospital and agrees to cooperate fully with Hospital, Program and Medical Staff policies regarding the completion of medical records.
- H. Confidentiality:** The Resident agrees to maintain the confidentiality of all written, oral or computerized information relating to the Hospital, patients and family members. The Resident understands that his/her assigned electronic log-on constitutes his/her legal electronic signature and agrees to not share the assigned log-on or password.
- I. Quality Improvement/Risk Management:** The Resident agrees to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program Director and to provide such information as may be required to fulfill the Quality Improvement/Risk Management efforts of the Hospital. The Resident also agrees to participate in the defense of any claims arising during residency both during the term of this Agreement and after completion of the Program.
- J. Return of Materials:** At the time of the expiration or in the event of termination of the Agreement, the Resident shall return all Hospital and/or Program property, including but not limited to books, equipment, keys, pagers; complete all necessary records; and promptly settle all professional and financial obligations.
- K. Nondiscrimination:** In performing under this agreement, the Resident shall not discriminate on the basis of race, sex, color, age, religion, national origin, disability, health status, sexual orientation, source of payment, or ability to pay for services rendered.

VI. Other Terms and Conditions

A. Hours of Duty

The Resident understands and agrees that the hours of duty will vary with the clinical services to which he/she is assigned; that there are no pre-determined hours of duty; and that the hours will be based in part by the clinical service to which he/she is assigned, the needs of the patients, and the needs of the Hospital to provide safe, and effective patient care. The hours of duty for all Hospital sponsored Programs will be in compliance with the ACGME standards and the Department of Medical Education Duty Hour policy. It is the responsibility of the Program and Hospital to establish rotations and assignments in keeping with established duty hour rules. It is the responsibility of the

Resident to adhere to the duty hour standards and to complete in a timely manner any Program or Hospital monitoring requirements related to duty hours. Hospital and Program duty hour policies will be reviewed at Resident Orientation and published in the Medical Education Policy and Procedure Manual which is available on line.

B. Moonlighting

Professional and patient care activities involving the practice of medicine that are external to the educational Program is called moonlighting. No Resident can be required to engage in such moonlighting activities. Residents may not engage in outside employment/moonlighting without prior notification to and permission of the Program Director as per the Medical Education policy on outside employment. The Program Director reserves the right to prohibit employment outside the Program if such employment may interfere with the Resident's duties and obligations to the Program or interfere with his/her clinical performance. In the event a Resident does moonlight, his/her performance will be monitored and evaluated to ensure compliance with the 80 hour work week restriction. Moonlighting activities are not covered by Advocate's Professional Liability insurance.

C. Restrictive Covenant: Hospital shall not require Residents to sign a non-competition guarantee.

D. Termination/Reappointment

1. **Termination for Cause:** The Hospital may terminate this Agreement at any time for cause, effective upon receipt of written notice by the Resident. Cause shall include but not be limited to:
 - a. Professional incompetence,
 - b. Failure by the Resident to obtain or maintain appropriate professional license or valid visa/work authorization,
 - c. Substantial breach of the terms of this contract by the Resident,
 - d. Serious neglect of duties or violation of Hospital rules, regulations or policies by the Resident,
 - e. Conduct by the Resident seriously and clearly prejudicial to the best interests of the Hospital,
 - f. Acts of fraud, dishonesty or misconduct determined to render the Resident professionally unfit to practice,
 - g. Conviction of the Resident of any crime punishable as a felony,
 - h. Exclusion from or sanction by the Medicare, Medicaid or other public health program.
2. **Termination of Agreement by Resident:** The Resident may terminate this Agreement and withdraw from the Program after notice to and discussion with the Program Director. The Resident is required to give 90 days notice unless otherwise agreed by both the Hospital and the Program.
3. **Conditions for Reappointment/Promotion:** The Hospital's appointment of the Resident shall be for one year and reappointment to a subsequent year of residency shall require the execution of a new agreement. Reappointment and/or promotion to the next level of training is at the sole discretion of the Program and is expressly contingent upon several factors including but not limited to: satisfactory completion of all specified post graduate year training components; satisfactory performance

evaluations; full compliance with the terms of this Agreement; continuation of the Hospital's and Program's accreditation; and Hospital's financial ability.

4. **Non-Reappointment by Program:** Should the Program decide not to reappoint the Resident to a subsequent year of training, the Resident will be notified in writing in a timely fashion as this decision is made, but no less than 120 days prior to the end of the current Agreement. However, if the primary reason (s) for the non-renewal occurs within the 120 days prior to the end of the Agreement, the Program will provide the Resident with as much written notice of the intent not to renew as the circumstances will reasonably allow. Non-reappointment/promotion for unsatisfactory performance or non-compliance with the terms of the agreement is subject to the Grievance policy.
 5. **Non-Renewal by Resident:** If the Resident intends not to seek reappointment, he/she agrees to give the Program Director notice as soon as possible but not less than 120 days prior to the date when he/she would be eligible for reappointment.
 6. **Program Closure/Reduction:** In the event that the Institution and/or Program are closed or there is a reduction in the total number of Residents in the Program, the Sponsoring Institution will inform the Designated Institutional Officer, the Graduate Medical Education Committee and the Program/Residents as soon as possible. Notification will be both verbal and written. The Program/Hospital will use its best efforts to allow the Residents to complete the Program. In the event that continuation/completion is not feasible, the Hospital will use its best efforts to transfer the Resident to a comparable Program.
- E. Notice:** Any notice given in connection with this Agreement shall be in writing and delivered by hand or certified mail, return receipt requested as follows:
- To Hospital:
Name of Hospital
Address of Hospital
City, State, Zip Code
- Attn: Name of Designated Institutional Officer
- To Resident:
Name of Residency Program
Address of Hospital
City, State, Zip Code
- Attn: Name of Resident
- Any party may change the address stated herein by giving written notice of the change in accordance with this paragraph.
- F. Amendment and Assignment:** This Agreement may be amended only in writing and signed by both parties. This Agreement may not be assigned to another party.
- G. Governing Law:** This agreement shall be construed under the laws of the State of Illinois.

H. Entire Agreement: This Agreement contains the entire understanding of the Hospital and Resident and supersedes all negotiations, prior or contemporaneous discussions, or agreements or understandings, whether written or oral.