

GRADUATE MEDICAL EDUCATION RESIDENT STAFF AGREEMENT

This Graduate Medical Education Resident Staff Agreement (“**Agreement**”) is entered into as of **Month** , **Year** by and between **Presence Chicago Hospitals Network**, an Illinois not-for-profit corporation d/b/a **Presence Saint Francis Hospital** (“**Hospital**”), and (“**Resident**”) (each a “**Party**” and collectively the “**Parties**”).

Whereas, Resident will be a graduate medical student who has been accepted for enrollment in an advanced graduate medical training program (“**Program**”) at the Hospital as of the Commencement Date; and

Whereas, the Program allows Resident to be directly involved in providing patient care under supervision in an institution that accepts responsibility for the quality of its education programs; and

Whereas, during his/her training, Resident will, as described below, receive an annual stipend and other support, the amount of which is not related to the nature of services Resident renders or the number of hours he/she spends in patient care.

NOW THEREFORE, in consideration of the above purposes, and the terms and conditions set forth herein, the Parties mutually agree as follows.

ARTICLE 1 RESIDENCY PROGRAM

1.1 Program Duration and Description.

(a) Duration of Program/Term: This Agreement and corresponding Resident’s participation in the Program shall begin on **Month** , **Year** (the “**Commencement Date**”) and end on **Month** , **Year** , unless terminated sooner in accordance with this Agreement (“**Term**”). Should Resident not be able to start on the Commencement Date, the Hospital reserves the right to terminate this Agreement. The Term may not exceed one (1) year unless renewed or extended by the Hospital or otherwise agreed in writing by the Parties.

(b) Field of Graduate Medical Education:

(c) Level of Training: Post Graduate Year (PGY)

1.2 Representations of Resident. Resident represents that he/ she (a) is a graduate of (i) a medical school in the United States or Canada accredited by the Liaison Committee on Medical Education (“**LCME**”), (ii) a college of osteopathic medicine in the United States accredited by the American Osteopathic Association (“**AOA**”); or (iii) a medical school outside of the US or Canada and holds a valid certificate from the Educational Commission for Foreign Medical Graduates (“**ECFMG**”).

1.3 Continuation and/or Promotion in the Program. Continuation and/or promotion in the Program are contingent upon satisfactory academic and professional performance by Resident,

as evaluated through the Hospital's evaluation procedures for the Program. In addition, each Resident shall review his/her performance regularly with the Program Director or designee during the academic year or as otherwise dictated by specialty requirements. Any makeup time must be completed at the end of each year of the Term and/or before promotion to the next level of training. A Resident receiving an unsatisfactory evaluation may be required to repeat the rotation/assignment to obtain approval for certification by the Program Director.

ARTICLE 2

HOSPITAL OBLIGATIONS

2.1 Annual Stipend. The Hospital shall pay Resident an annual stipend of _____ and _____/100 Dollars (\$ _____), payable in equal installments, less applicable taxes and withholdings and in accordance with the Hospital's usual payroll practices.

2.2 Benefits. The Hospital shall provide Resident with benefits as outlined on the Benefit Schedule attached hereto as Exhibit A, and made a part hereof, subject to all eligibility, requirements and other conditions as reasonably established by the Hospital. The Hospital benefits may be amended by the Hospital from time to time. Resident is not eligible for any benefits that are not specifically set forth in this Agreement and in Exhibit A.

2.3 Site Specific Terms. Resident shall be subject to the Additional Site-Specific Terms as outlined Exhibit B and made a part hereof.

2.4 Environment of Training. The Hospital shall provide a suitable environment for Program training consistent with the standards promulgated from time to time by the Accreditation Council for Graduate Medical Education ("ACGME") in the "Essentials of Accredited Residencies for Graduate Medical Education" and/or the Council on Podiatric Medical Education ("CPME"); as may be amended from time to time.

2.5 Designation of Director. The Hospital shall designate a director ("Program Director") responsible for the implementation of this Agreement and for the overall supervision of Resident.

2.6 Resident Involvement. The Hospital shall facilitate involvement of Resident in appropriate Hospital councils or committees addressing patient care issues.

2.7 Impairment and Substance Abuse Education. The Hospital shall provide Resident with an educational program regarding physician impairment, including substance abuse. The Hospital shall inform Resident of, and make available, the Hospital's written policies for handling physician impairment, including impairment related to substance abuse.

2.8 Duty Hours. The Hospital shall be responsible for promoting patient safety and education through appropriate Resident duty-hour assignments and faculty availability. The Hospital shall abide by all ACGME or CPME requirements, as applicable, regarding duty hours and the work environment for Residents.

2.9 Equal Employment Opportunity. The Hospital is committed to providing an environment free of discrimination or harassment based on sex, race, religion, national origin, age, disability or any other legally protected category. The Hospital's policy, which will be made available to Resident, states that any complaint of discrimination or harassment will be investigated and addressed as appropriate. Such policy may be changed by the Hospital from time to time, as appropriate and consistent with applicable law.

2.10 Hospital Sponsored Counseling. The Hospital provides Resident access to participation in Hospital-sponsored counseling and other support services on a confidential basis, including matters relative to a Resident's impairment. These services are described in the Hospital's Employee Assistance Program materials, a copy of which will be made available to Resident, which set forth the various forms of employee assistance provided by the Hospital to Resident. Such policy may be changed by the Hospital from time to time, as appropriate.

2.11 Restrictive Covenant. A non-competition clause will not be required to be signed by Resident in any graduate medical education program within AMITA Health.

ARTICLE 3 **RESIDENT'S OBLIGATION**

3.1 Educational Requirements. Resident shall fulfill the educational requirements of the graduate training program as delineated by the Program's accrediting body, specialty and subspecialty board, and the established curriculum of the Residency Program, as modified from time to time. Resident is responsible for reviewing the goals and objectives of each post graduate year of training and all rotations.

3.2 Patient Care and Basic Requirements of Training. Resident shall:

- (a) Fulfill the patient care requirements of the Residency Program and use his/her best efforts to provide safe, effective, efficient and compassionate patient care.
- (b) Abide by the all Hospital policies, procedures, standard criteria and requirements, Medical Staff Rules and Regulations and the requirements outlined in the Residency Program's Policy and Procedures Manual ("**Program Manual**"), each as amended from time to time (all of the foregoing, collectively, "**Policy**" or the "**Policies**").
- (c) Perform duties at a level commensurate with Resident's training, skills and supervision requirements of the Residency Program and/or accreditation guidelines.

3.3 Licensing Requirements. Resident shall:

- (a) Illinois License. Apply for, obtain and continuously maintain a current and valid Illinois medical temporary or permanent license. Unless waived by the Residency Program, Resident shall apply for, obtain and continuously maintain a DEA license in accordance with the Program Manual.

- (b) Certifications. Maintain current certification as required by the Residency Program in accordance with accreditation requirements.
- (c) Duty Hours. Adhere to resident duty hours requirements (“**Duty Hours**”) as required by accreditation and as outlined in any applicable Policies.

3.4 Background Checks and Drug Screen Compliance. A criminal background check and drug screen, as required by and acceptable to the Hospital, are required of each Resident at or near Commencement Date. Throughout the Program, Resident is subject to the Hospital drug and alcohol testing policy, which may be amended from time to time. Failure to pass either the background or the drug or alcohol screening pursuant to the provisions of the Hospital policy will result in non-hiring or termination of this Agreement. The results of a positive drug or alcohol screen will be subject to applicable legal reporting requirements, including any reporting requirements of the Illinois Department of Financial and Professional Regulation.

3.5 Assignments/Rotations. Resident shall carry out assignments and rotations as directed by the Program Director, or applicable Department Chairman, in accordance with the guidelines of the respective American Board governing the medical specialty CPME, and Resident Review Committee.

3.6 Quality Improvement and Risk Management Activities. Resident agrees to participate in and cooperate with quality, safety and risk management activities as directed by the Program Director or Hospital’s Quality, Safety and Risk Management Departments, and to provide such statistical information as may be required to fulfill the quality improvement, safety and risk management efforts of the Hospital.

3.7 Participation in Educational Activities. Resident shall participate fully in the educational activities of the Program and, as required, assume responsibility for teaching and supervising other Residents and medical students.

3.8 Participation in Hospital Committees. Resident shall participate in Hospital committees and councils as assigned, including those that relate to patient care review activities.

3.9 Stewardship. Resident shall appropriately steward resources in the provision of patient care.

3.10 Moonlighting. Only residents who have successfully completed 24 months of post graduate training may engage in employment outside of the Program (“**Moonlighting**”). Resident must obtain prior written permission of the Program Director before engaging in any Moonlighting in accordance with accreditation requirements and as outlined by the Program Manual. All Moonlighting counts toward the Duty Hours and must be reported. Unless Moonlighting services are provided at the Hospital or an approved affiliated entity, professional liability Coverage provided by the Hospital will not cover any Moonlighting activities. The Program Director reserves the right to prohibit Moonlighting if such activities may interfere with Resident’s duties and obligations in the Program.

ARTICLE 4

COMPLIANCE

4.1 Regulatory Oversight. Resident shall comply with all applicable federal, state and local laws and regulations and the standards of all applicable accreditation organizations, such as The Joint Commission.

4.2 Ethical and Religious Directives. With respect to activities performed at any Catholic hospital within AMITA Health, Resident agrees to strictly abide by the *Ethical and Religious Directives for Catholic Health Care Services*, as approved by the United States Conference of Catholic Bishops and promulgated by the local Ordinary.

4.3 Government Healthcare Program Participation. Resident represents and warrants that he/she: (i) is not a “sanctioned person” under any federal or state program or law; (ii) has not been listed on the Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities, (iii) has not been listed on the General Services Administration’s list of Parties Excluded from Federal Programs, (iv) has not been listed in the Specially Designated Nationals list, and (v) has not been convicted of a criminal offense related to healthcare. Resident shall advise the Hospital immediately if he/she no longer complies with this paragraph. If Resident fails to comply with the terms of this provision, the Hospital shall have the right to immediately terminate this Agreement without penalty.

4.4 Compliance Program. Resident acknowledges and agrees that he/she is responsible for discharging his/her duties under this Agreement in accordance with the standards and requirements of the Hospital’s Compliance Program, as it may be amended from time to time by the Hospital, information about which will be made available to Resident.

4.5 Non-Discrimination. Resident will not discriminate or differentiate with respect to any Hospital patient, visitor or employee based on sex, sexual orientation, marital status, age, race, color, disability, religion or other legally protected category, including by reason of the fact that the individual is a federal or state health care program beneficiary. Resident will ensure that the services provided pursuant to this Agreement are provided in the same manner, and in accordance with the same standards and with the same availability as offered to any other individual customarily receiving such services from Resident, which will be in accordance with accepted standards of competence and ethics.

4.6 Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, Resident will make available to the Secretary or to the Comptroller General those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing the services under this Agreement. The obligation of Resident to make records shall extend for four (4) years after finishing such services pursuant to this Agreement. In the event of a request by the Secretary or Comptroller General for access, Resident agrees to immediately notify and consult with the Hospital concerning the response that will be made to such request. The Parties agree that any attorney-client, accountant-client or other legal privileges will not be deemed waived by virtue of this Agreement.

4.7 Use of Facilities and Resources. Resident will not use Hospital's facilities, supplies or personnel for any purpose other than satisfying the duties and obligations pursuant to this Agreement.

ARTICLE 5 CONFIDENTIALITY

5.1 General Confidentiality. Each Party will protect from unauthorized disclosure all information, records and data pertaining to Hospital patients, or information concerning the operations, facilities and staff of Hospital treated as confidential. This Section will survive termination of this Agreement.

5.2 Patient Confidentiality. Resident agrees to protect the confidentiality of all patient information (including, but not limited to, medical records, electronic data, radiology films, laboratory blocks, slides and billing information), in accordance with all Policies on the release of such information and all applicable state and federal laws, rules and regulations protecting the confidentiality, privacy and/or security of such information, including the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto, as amended. Failure to comply with Facility Policies may lead to corrective action, up to and including termination.

5.3 Resident Records. Hospital expressly acknowledges its obligations as a provider of health care and as an educational institution to confidentially maintain the records of Resident. These records may be delivered to other health care treatment institutions or prospective employers only upon written request to the Hospital by Resident in such form as designated by the Hospital or as otherwise required by law.

ARTICLE 6 INSURANCE

Hospital shall provide professional liability insurance coverage for Resident during the Term. Such coverage will provide legal defense and protection against awards from claims reported or filed during or after the completion of the Program, if, and only if, the alleged acts or omissions of Resident occurred during the Term and are within the scope of the Program. The coverage provided will be consistent with the Hospital's professional liability coverage provided to other employed medical and professional practitioners. An extended reporting period, i.e., tail coverage, will be provided by the Hospital as applicable. Should Resident, for any reason, and at any time during the Term of this agreement, not qualify for coverage under Hospital's insurance program, this Agreement may be immediately terminated. During the Term of this Agreement and after this Agreement terminates, Resident agrees to comply with Hospital's policies regarding insurance coverage and risk management, and to cooperate in the investigation of claims or incidents by Hospital, and with his/her defense in the event of litigation.

ARTICLE 7 DISCIPLINE, TERMINATION AND NON-RENEWAL

7.1 Disciplinary Action and Termination. If the Program Director determines that Resident has failed to comply with any specific obligations or intent of this Agreement, including any material violation of a Policy, he/she shall be authorized to issue disciplinary action or terminate this Agreement as appropriate; provided, however, that any such disciplinary action or termination shall be subject to the hearing and review procedure for Residents at the Hospital. The Hospital may immediately suspend Resident based on concerns that Resident could adversely affect patient or employee safety or pending an investigation into an allegation of misconduct. Such suspension may be addressed through the hearing and review procedure for Residents at the Hospital.

7.2 Grievance Procedures. The Hospital has established a grievance procedure whereby Resident may resolve, in a fair and equitable manner, a dispute or disagreement with the Program Director, Associate Program Director or faculty concerning the interpretation, application or enforcement of this Agreement or the Hospital's established policies, rules or regulations. A description of the grievance procedure is included in the Resident Manual.

7.3 Non-renewal of Agreement or Non-Promotion. If this Agreement is not renewed or Resident is not promoted to the next level, the Program Director will provide Resident with a written notice of intent not to renew or promote at least thirty (30) days prior to the end of the Term. However, if the reason(s) for the non-renewal or non-promotion occur within the thirty (30) days prior to the end of the Term, the Program Director will provide Resident with as much written notice of the intent not to renew or promote as the circumstances will reasonably allow. Residents who receive a non-renewal or non-promote notice shall have the right to evoke the grievance procedure, as set forth in Section 7.2 herein.

7.4 Program Closure. In the event the Program is closed or there is a reduction in the total number of Residents in the Program, the Hospital will use its best efforts to allow Resident to complete the Program at the Hospital. In the event that continuation of the Program is untenable by the Hospital, the Hospital will utilize its best efforts to transfer Resident to a comparable residency program.

7.5 Medical Staff Membership. No provision of this Agreement shall be construed in any manner whatsoever as an assurance of or guarantee of appointment to Medical Staff Membership during the Term, or after expiration or termination of, this Agreement.

ARTICLE 8

GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended only in writing signed by both Parties.

8.2 Assignment. No Party may assign this Agreement or any right or duty hereunder without the prior written consent of the other Party. Any attempt at assignment without such written consent is void. Notwithstanding the foregoing, Hospital has the right to assign any duties, rights and benefits under this Agreement to its successors or affiliates without the written consent of Resident.

8.3 Third Party Beneficiary. None of the provisions in this Agreement are intended by the Parties, nor will be deemed, to confer any benefit on any person not a party to this Agreement.

8.4 Governing Law and Exclusive Jurisdiction. This Agreement will be governed and interpreted by Illinois law. Any legal action pertaining to this Agreement must be brought in the state or federal courts located in (or closest to) the Illinois county in which the Hospital is located.

8.5 Severability. The invalidity or unenforceability of any particular provision of this Agreement, or the application of the provision to any party or circumstance, will not affect the other provisions hereof or the applicability of such provision to other persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

8.6 Waiver. No term, covenant or condition of this Agreement can be waived, except to the extent set forth in writing by the waiving Party. The subsequent acceptance of performance by a Party will not be deemed to be a waiver of any preceding breach by any other Party of any term, covenant or condition of this Agreement and the waiver of any term, covenant or condition will not be construed as a waiver of any other term, covenant or condition of this Agreement.

8.7 Notices. All notices that may be given under this Agreement will be in writing, addressed to the receiving Party's address set forth below or to such other address as the receiving Party may designate by notice hereunder. Notices will be given: (i) by delivery in person; (ii) by traceable courier delivery (such as Federal Express); (iii) by certified or registered U.S. mail, return receipt requested; or (iv) by electronic mail in accordance with the terms set forth in this Section.

Hospital:	<u>Select Full Legal Name of AMITA Health Entity d/b/a</u> <u>Insert d/b/a name</u> [Insert address] [Insert City, State, Zip Code] [Attention:]
Resident:	Resident Name [Insert Address of Resident] [Insert City, State, Zip Code]

Notices will be deemed to have been given as follows: (i) if by hand or traceable courier delivery, at the time of the delivery; (ii) if sent by certified or registered mail, on the second business day after such mailing; (iii) if sent by electronic mail, upon confirmation of receipt by personal confirmation (i.e. electronic mail or verbal confirmation from recipient).

8.8 Headings. The section titles and other headings contained in this Agreement are for reference only and will not in any way affect the meaning or interpretation of this Agreement.

8.9 Gender, Number. Whenever the context of the Agreement so requires, the masculine gender will include the feminine or neuter, the singular number will include the plural and reference to one or more Parties will include all successors or assignees of the Party.

8.10 Entire Agreement. This Agreement, together with all addenda, attachments, schedules and exhibits hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, regarding such subject matter.

8.11 Survival. Those terms of the Agreement that by their terms are intended to survive termination will survive termination.

8.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all such counterparts together will constitute one and the same instrument. Facsimile copies and copies delivered by electronic email in a “.pdf” format data file will be deemed to be originals.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Graduate Medical Education Resident Staff Agreement as of the dates set forth below to be effective as of the Commencement Date.

HOSPITAL

Signature: _____

Printed Name: _____

Title: _____

Date: _____

RESIDENT

Signature: _____

Printed Name: _____

Date: _____

PROGRAM DIRECTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

For Legal/Compliance Use Only	
The undersigned representative from the Legal or Compliance Program of the AMITA Health has reviewed and approved the form of this Agreement on the date indicated below	
Signature: _____	Print Name: _____
Date: _____	

EXHIBIT A: BENEFITS

1. AVAILABLE BENEFITS:

Medical and Dental Insurance: Medical and dental coverage for Resident and/or Resident's immediate family (spouse and children) will be provided according to Hospital policy, which may be modified from time to time. Coverage shall begin on the first day of residency training.

Retirement Program: Resident is eligible to receive the base and/or matching contributions in the applicable retirement plan, subject to all applicable plan terms, which may be modified from time to time.

Life Insurance: Hospital will provide life insurance coverage to Resident consistent with the Hospital's policy, which is subject to change.

Worker's Compensation: Hospital will provide Worker's Compensation Insurance consistent with applicable law.

Paid Time Off: Resident will receive twenty (20) Paid Time Off ("PTO") days per Term. PTO includes time off for vacation, personal reasons, educational conferences, board testing, or illness. All PTO requires Program Director approval. Unused PTO days will be lost at the end of the Term and do not carry over to any subsequent Program term. Accrued but unused PTO will be paid in the event of early termination. Residency requirements may limit the use or timing of time off.

Disability Benefits: Resident will be eligible to participate in the Hospital's short-term disability and long-term disability plans as set forth in the applicable plan document.

Leave of Absence: The Hospital recognizes that a Resident may need to be away from work due to family, medical or military leave reasons. Leaves of absence are defined as approved time away from residency duties, other than regularly scheduled days off. All leaves must be scheduled with prior approval by the Program Director with the exception of emergencies or unexpected illnesses or as otherwise provided by law, and Resident may be required to provide information relating to the need for leave to the Hospital third-party administrator. In unexpected/emergency situations, Resident should contact the Program Director at the earliest possible time. All Residents are subject to the Hospital's Leave of Absence Policy.

Leaves of absence may affect Resident's graduation date. Whether additional training time is required to fulfill criteria for completion of residency is determined by the Program Director consistent with the standards of the respective accrediting and certifying bodies (including but not limited to the ABMS, ACGME, CPME, etc.).

Additional Site Specific Requirements: Hospital may have additional site-specific requirements for taking time off. Such requirements are the prerogative of the Program

Director. Makeup, repeat or additional training requirements may be required as determined by the Program Director and Specialty Board requirements.

2. **ON-CALL ROOMS/DRESS CODE/SCRUBS:** On-call rooms, uniform coats and on-call scrubs will be provided by Hospital. Resident shall be subject to the dress code described in the Resident's Manual and in applicable Hospital policy.
3. **BENEFITS THAT ARE NOT PROVIDED:**

Tuition Reimbursement: Resident is not eligible to participate in the tuition reimbursement program.

Housing: Personal housing must be obtained by Resident and maintained at Resident's full expense.

Paid Holidays: Residents are not eligible for paid holidays.

Extended Illness Bank: Residents are not eligible to accrue EIB benefits, but will be permitted to maintain any previously accrued benefits and use in accordance with applicable policy.

IN WITNESS HEREOF, Resident hereby acknowledges receipt and acceptance of the summary of benefits and other terms set forth in this Exhibit A to the Agreement.

Type Resident Name

Signature: _____

Printed Name: Type Resident Name

Date: _____

EXHIBIT B: SITE SPECIFIC TERMS

The Hospital shall provide the following:

- Educational Leave: Resident may have the opportunity to attend postgraduate courses each contract year provided the course is approved by the Director.
- Time Off for Board Examinations: Resident may use PTO for the day(s) needed to sit for the board examinations, as approved by the Director.
- Educational Stipend: Resident will be given two stipend payments for educational and/or business expenses to be paid as follows: \$ in July and \$ in January; both payments will be subject to applicable taxes. A Resident who terminates employment prior to the payment of either stipend payment will not receive such payment.

The stipend payments are intended to cover expenses associated with (but not limited to) the following:

- Educational and study materials
- Professional membership dues
- USMLE STEP 3/COMLEX 3
- Board examination fees
- Conference and travel expenses
- Cell phone voice and data service*

*Note that Residents are not required to have a cell phone; alternative means of contacting the Resident will be provided by the Hospital as appropriate.

- Hospital will consider full or partial reimbursement of expenses for Resident to attend an educational conference for posters, abstracts and/or presentations accepted at a regional or national meeting. Reimbursement will be considered on a case by case basis and will be determined by Program Director approval, DME approval, and availability of funds.

Applicable ONLY to PGY4 Radiology Residents:

Hospital will reimburse Resident for travel and living expenses (“Expenses”) incurred when Resident attends the required American College of Radiology/American Institute for Radiologic Pathology 4-week course in Washington, D.C., in an amount not to exceed \$2,000, based upon valid receipts submitted itemizing such Expenses. Course registration will be paid by the Hospital.