ADVOCATE HEALTH CARE SYSTEM
OSTEOPATHIC GRADUATE MEDICAL EDUCATION
INTERN/RESIDENT PHYSICIAN AGREEMENT
2016-2017 ACADEMIC YEAR

OGME: #

This Agreement is entered into this _____day of ________, ______ by Advocate North Side Health Network ("Advocate") d/b/a Advocate Illinois Masonic Medical Center, an Illinois not-for-profit corporation, hereinafter referred to as ("Hospital") and________________, D.O., hereinafter referred to as ("Resident").

PERFORMANCE
WHEREAS, the Intern/Resident (hereafter referred to as "Resident") is a graduate of an osteopathic medical school who has been accepted for enrollment in an advanced osteopathic graduate medical training program ("Program") in ___________ of the Hospital; and

WHEREAS, the Program is sponsored by an institution engaged in providing medical care services; and

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

WHEREAS, osteopathic graduate medical education requires that the Resident be directly involved in providing patient care under supervision in an institution that accepts responsibility for the quality of its education programs; and

WHEREAS, satisfactory completion of this one year of osteopathic graduate medical education is necessary for the receipt of diploma or advancement to the next level of the osteopathic graduate medical education program; and

WHEREAS, the activities of the Resident in the Program are recommended by the American Osteopathic Association and specialty societies that govern osteopathic medical education; and

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

WHEREAS, the Resident and the Hospital agree that their relationship is solely educational, and

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

AOA-IMMC
2016-2017
THEREFORE IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

In consideration of the foregoing and of the terms, covenants, and conditions hereinafter set forth, each of the parties agree that the following terms and conditions will govern the operation of the Program:

I. Program Description

A. Duration of Program: Begins on ________, 20___ and ends on ________, 20___.

B. Field of Osteopathic Graduate Medical Education: ________________

C. Level of Training: OGME ____

II. Educational Support

A. Annual Stipend Rate: __________. The annual stipend will be paid to the Resident in compliance with the Hospital’s usual and customary payroll policies and practices.

B. Educational Leave: All residents PGY 2-7 will be allowed 5 paid education days to attend/present at a conference or attend a board review course.

III. Requirements for Residents 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 of the agreement.

A. State of Illinois Licensure: The Resident agrees to acquire and maintain the appropriate State of Illinois License (at the Resident’s expense) as defined by the Illinois Medical Practice Act by ______________ (commencement/start date as listed in Sect I. A.). 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. Employment Eligibility: (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. Post Offer Physical/Drug Screening/Criminal Background Check: As per the Advocate Human Resource Policy: Post Offer Physical Exam, SYS.014.006, Residents must complete a post offer physical examination and drug screening through the Advocate Employee Health
Service prior to starting employment. Residents are also subject to the Advocate Employee Occupational Health Policy: Immunity of Clinical Associates, SYS.014.019. Failure to pass drug screening pursuant to the provisions of the Human Resource 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 Advocate Human Resource Policy: Applicant Background Check, SYS.014.010 which requires a criminal background check prior to employment.

D. Professional Liability Insurance: Resident must qualify for professional liability insurance coverage provided by Advocate Health Care.

IV. Benefits

Resident will receive the following benefits; subject to the terms and conditions of the Hospital’s current benefit plans and or policies. Details of any other additional/optional benefits provided to the Resident as per individual Hospital policy are outlined in Exhibit A, attached and incorporated by reference herein. The benefits listed below may be unilaterally modified by the Hospital from time to time:

A. Medical, Dental, Vision:

Multiple coverage options for participation in the Hospital’s Comprehensive Plans within the limits of the coverage and condition, effective the first day of employment. All options are subject to payroll deduction. Complete information will be provided to the Resident prior to selection. Health, dental, vision and flexible spending coverage are subject to an annual enrollment process, or a qualifying event under the terms of the plan.

B. Disability Insurance:

Short Term disability (STD) cost is covered by Advocate and residents are automatically enrolled on the first day of employment. Complete information will be provided to the Resident prior to selection.

Long Term Disability (LTD) cost is covered by Advocate and every resident is automatically enrolled effective the first day of the 7th month of employment. Complete information will be provided to the Resident prior to selection.

C. Life Insurance: The Hospital will provide employer paid group life insurance coverage to the Resident equal to one and one-half times the annual salary. In addition, the Resident may purchase Optional Life Insurance, complete information will be provided prior to selection.

D. Worker’s Compensation: The Hospital will provide Worker’s Compensation Insurance to the Resident.

E. Paid Time Off: Paid Time-Off (PTO) is defined as vacation time, and personal days. Resident paid time off is an assigned benefit and is not accrued or granted according to hours
worked. PTO is to be used in accordance with the Advocate Graduate Medical Education Policy on Vacation and Leave of Absence: 20 vacation days/year (Monday–Friday) and 3 days for unplanned absences/year. Paid Time Off, i.e. vacation time and personal days, must be approved in advance by the Program Director. Paid Time Off is not cumulative, i.e. it does not carry over from year to year. Unused paid time off will not be paid out at the end of the contract year.

F. Leave of Absence/Unpaid Leave: All Residents are entitled to benefits under the Advocate Human Resource Policy: Leave of Absence: SYS .013.010 which includes Family Medical Leave including maternity/paternity benefits, or Personal Leave of Absence. All Leaves of Absence, either those subject to Federal or State statute or otherwise, must be coordinated and/or approved by the Program Director and may affect 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 Osteopathic Association (AOA). Residents who take a Leave of Absence for any reason during the specialty training period will be informed in writing by the Program Director of the effect of the approved leave on both program completion and eligibility for specialty board examination.

Each Program Director is responsible to review the Policy on Leave of Absence with the Resident and its effect on Program completion and board exam eligibility.

G. Living Conditions: All residents will be provided: on-call housing, 3 new lab coats in the PGY 1 year and 2 replacement lab coats in the PGY 2-7 year as needed, and $1,000 per year meal allowance to be paid semi-annually. Personal housing must be obtained and fully paid for by the Resident.

Details of any other optional/additional living condition benefits provided by the Hospital are outlined in Exhibit A, attached and incorporated by reference herein.

V. 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, the site Associate Designated Institutional Official, and the Risk Management Department. 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 (tail coverage) 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.

VI. Advocate/Hospital Obligations

A. Institutional Accreditation: Maintain Institutional accreditation for patient care services with the accrediting agency as approved by Advocate.

B. Program Accreditation: Provide oversight for all AOA sponsored Residency Programs via the Graduate Medical Education Committee to ensure that each program provides quality education and is in compliance with all accreditation requirements.

Both the Hospital and the program are also responsible to provide orientation and ongoing education and updates, as necessary, to resident(s) regarding all applicable policies and procedures to include but not limited to Duty Hours and Moonlighting

C. Environment of Training: Provide a suitable environment for graduate medical education consistent with the standards promulgated from time to time by the AOA in the “Basic Documents for Postdoctoral Training” or as stated in the specialty program “Basic Standards.” This includes responsibility for promoting an ethical, professional and educational environment that supports Resident learning and achievement of the AOA core competencies. The hospital is also committed to promoting safety and quality education through carefully constructed duty hour assignments, standardized transitions of care, and faculty supervision availability. The hospital promotes/adheres to the duty hour rules as published by AOA for AOA accredited Programs.

D. Designation of Director: Designate a 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 for involvement of the Resident in areas of concern related to medical education or patient care through appropriate Hospital councils or committees.
F. **Education and Work Environment**: Provide an educational and work environment in which Residents may raise and resolve issues without fear of intimidation or retaliation.

G. **Commitment of Resources**: Provide sufficient Hospital resources to the best of its ability to ensure effective implementation and development of Hospital sponsored and administered residency Programs in compliance with both Program and Institutional accreditation requirements.

H. **Evaluation**: Provide the Resident with regular feedback on performance, ability, knowledge, and patient care skills. Ensure that the Resident receives periodic and at least a semi-annual written evaluation of his/her work and performance by the appropriate Program Director or designee, unless required more frequently by the specialty affiliate. Maintain a personal record of evaluation/performace which is accessible to the Resident.

I. **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.

J. **Grievance/Due Process**: Inform the Resident of, and make available the Advocate Graduate Medical Education *Policy on Grievance* describing how the Resident can adjudicate his/her complaints and grievances related to the work environment or issues related to the Program or faculty and the Advocate Graduate Medical Education *Policy on Due Process/Appeals* which addresses any academic or disciplinary actions taken against a Resident that could result in dismissal, non-renewal of a Residents agreement, non-promotion, or other actions that could significantly threaten a Resident's intended career development.

K. **Impairment and Substance Abuse**: Inform the Resident and make available the Advocate Human Resource *Policies: Fitness for Duty-Behavior, SYS.013.029 and Fitness for Duty-Drug and Alcohol Abuse, SYS.013.007* as the applicable Advocate policies dealing with resident physician impairment, including impairment related to substance abuse. Advocate will provide the Resident with an educational program regarding physician impairment, including substance abuse.

L. **Harassment**: Inform the Resident and make available the Advocate Human Resource *Policy: General and Sexual Harassment, SYS.013.015* prohibiting harassment in any form and describing the protocol for addressing complaints consistent with the law and due process.

M. **Accommodation for Disability**: Inform the Resident and make available the Advocate Human Resource *Policy: Reasonable Accommodation, SYS.013.001 pertaining* to qualified applicants and Advocate employed Residents requesting accommodation for disabilities.

N. **Hospital Sponsored Counseling**: Inform the Resident and make available, the
Advocate Human Resource Policy: Employee Assistance Program, SYS.013.034 regarding access to Advocate sponsored counseling and other support services on a confidential basis, including matters related to Resident impairment.

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

P. Confidentiality: The Hospital expressly acknowledges its obligations as a provider of health care and as an educational institution to maintain as confidential the records of the Resident. These records may be delivered to other health care treatment institutions or prospective employers only upon written request to the Hospital by the Resident in such form as designated by the Hospital. Records will be furnished to appropriate government agencies as required by law.

VII. Resident’s Obligations

A. Duty Hours: 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 predetermined hours of duty; and that duty hours will be based in part on the needs of the patients, and the needs of the Hospital to provide safe and effective patient care. The Hospital and the Resident will abide by all American Osteopathic Association (AOA) requirements regarding duty hours and the work environment for Residents and the Advocate Graduate Medical Education Policy on Duty Hours, Fatigue Management and Mitigation. It is the responsibility of the Program, the Hospital and Advocate to promote patient safety and education through carefully constructed duty hour assignments and faculty supervision. It is the responsibility of the Resident to adhere to the AOA duty hour standards and to complete in a timely manner any Program or Hospital monitoring requirements related to duty hours.

B. Assignments/Rotations: Assignments and rotations will be carried out by the Resident as defined by the Osteopathic Director of Medical Education/Program Director under the guidelines of the American Osteopathic Association, and the respective specialty affiliates Evaluating Committee.

C. 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.

D. 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 its 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.

E. Development of Program Study: The Resident agrees to develop and follow a personal program of study and professional growth with guidance from the Program Director and teaching medical staff in order to 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 the level of advancement and responsibility.

F. Participation in Educational Activities: The Resident agrees to 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.

G. Mission Statement/Professionalism: The Resident agrees to conduct himself/herself in a professional manner consistent with Advocate, Hospital and Medical Education Department policies. The Resident agrees to accept the Mission, Values 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 and to adhere to Advocate’s Behaviors of Excellence. The Resident also agrees to adhere to the Principles of Medical Ethics of the American Osteopathic Association and all applicable statutes of the State of Illinois relating to the practice of medicine.

H. Participation in Hospital Committees: The Resident will participate, if appointed, on Hospital and/or Program committees or councils, especially those that relate to Resident education or improvement in patient care.

I. Cost Containment: Apply cost containment measures in the provision of patient care.

J. Moonlighting: OGME Residents are not approved to moonlight. Moonlighting is defined as voluntary, compensated, medically related work (not related to training requirements) performed either; within the institution in which the Resident is training; at any of its related participating sites; or at an outside institution unrelated to the Resident's training program. No Resident can be required to engage in such moonlighting activities. Senior level Residents may not engage in moonlighting without prior notification to and written permission of the Program Director as per the Advocate Graduate Medical Education Policy on Moonlighting. The Program Director reserves the right to prohibit moonlighting 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, whether occurring within the sponsoring hospital or elsewhere, are not covered by Advocate’s Professional Liability Insurance as detailed in this Agreement.
K. Health Services Compliance: The Resident agrees to comply with the Hospital or Advocate System requirements concerning either periodic health monitoring, vaccination or additional required testing relating to the Resident's ongoing health status.

L. Confidentiality: The Resident agrees to maintain the confidentiality of all written, oral or computerized information relating to the Hospital, patients and family members and to adhere to the Advocate HIPAA/Health Care Business Conduct principles at all times. 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.

M. 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 the Agreement and after completion of the Program.

N. 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, and pagers; complete all necessary records; and promptly settle all professional and financial obligations.

O. 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.

VIII. Termination, Promotion/Reappointment

A. Termination for Cause: The Hospital may terminate the Agreement at any time for cause, effective upon receipt of written notice to the Resident. Cause shall include but not be limited to:

1. Professional incompetence,
2. Failure by the Resident to obtain or maintain appropriate professional license or valid visa/work authorization,
3. Serious neglect of duties or violation of Hospital rules, regulations or policies by the Resident,
4. Conduct by the Resident seriously and clearly prejudicial to the best interest of the Hospital,
5. Acts of fraud, dishonesty or misconduct determined to render the Resident professionally unfit to practice,
6. Conviction of the Resident of any crime punishable as a felony,
7. Exclusion from or sanction by Medicare, Medicaid or other public health program.

Termination of the Resident Agreement is subject to the Graduate Medical Education Policy on Due Process/Appeals.
B. Termination of Agreement by Resident: The Resident may terminate this Agreement and withdraw from the Program after written notice to and discussion with the Program Director. Written notice must be given in a reasonable period of time; not less than 90 days prior to the Agreement term date.

C. Conditions for Promotion/Reappointment: The Hospital’s appointment of the Resident shall be for one year and promotion/reappointment to a subsequent year or training shall require a new Agreement.

Continuation and/or promotion in the Program are contingent upon satisfactory academic and professional performance by the Resident. All AOA accredited programs must have formal evaluation procedures consisting of any or all, but not limited to the following: formal written evaluations by medical staff/faculty physicians; scheduled written examinations; scheduled oral examinations; practical examinations at the bedside; formal conference presentations; and professional and personal characteristic reports. In addition, each Resident should expect to review his/her performance with the Program Director or designee at least once during the academic year or as dictated by AOA requirements. Any makeup time must be completed at the end of the contracted year and/or before promotion to the next level of training. A Resident receiving an inadequate evaluation may be required to repeat the rotation/assignment to obtain approval for certification by the Program Director.

In addition, progression to the third (3rd) year of residency training in all AOA accredited programs is contingent upon successfully passing the COMLEX USA-3 exam.

D. Non-Promotion/Non-Renewal of Appointment: Should the Program decide not to promote/reappoint the Resident to a subsequent year of training, the Program will provide the Resident with written notice of intent within a reasonable period of time; not less than 90 days prior to the Agreement term date. Non promotion/non reappointment is subject to the Graduate Medical Education Policy on Due Process/Appeals.

E. Non-Renewal by Resident: If the Resident intends not to seek reappointment he/she agrees to give the Program Director written notice within a reasonable period of time; not less than 90 days prior to the Agreement term date.

F. Program Closure/Reduction: In the event the sponsoring Institution and/or Program are closed or there is a reduction in the total number of Residents in the Program, the Osteopathic Director of Medical Education, the (Associate) Designated Institutional Official (if applicable), the Graduate Medical Education Committee and the Program/Residents will be informed as soon as possible both verbally and in writing. The Hospital will use its best efforts to allow the Resident to complete the Program at the Hospital. In the event that continuation of the Program is untenable by the Hospital, Hospital will utilize its best efforts to assist the Resident to enroll in another accredited program in order to complete their residency training.
If Hospital is unable to allow the resident to complete the program on site or in a geographically proximate program; the Hospital will provide two (2) months’ severance pay to the Resident.

IX. General Provisions

A. 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 Site Associate Designated Institutional Official

With a copy to:
Advocate Health Care
3075 Highland Pkwy
Downers Grove, Illinois 60515
Attn: Chief Academic 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.

B. Medical Staff Membership: No provision of this Agreement shall be construed in any manner whatsoever as an assurance of or guarantee of initial appointment to Medical Staff Membership during or at termination of training.

C. 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.

D. Governing Law: The laws of the State of Illinois shall govern this Agreement.

E. Entire Agreement: This agreement contains the entire understanding of the Hospital and Resident and supersedes all negotiations, prior or contemporaneous discussions, or agreements or understanding, whether written or oral.
IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective authorized officers, effective as of the day and year first written above.

BY SIGNATURE BELOW, all parties attest that they have read and understood the terms of the Agreement as set forth above.

Hospital:

By: ______________________________________________
Name, DO
Program Director  Date

By: ______________________________________________
Robert Zadylak, MD  Date
Associate Designated Institutional Official

Resident:

By: ______________________________________________
Name, DO  Date

Advocate Health Care

By: ______________________________________________
Thomas Hansen, MD  Date
Chief Academic Officer
Designated Institutional Official
EXHIBIT A
ADVOCATE ILLINOIS MASONIC MEDICAL CENTER
2016 – 2017 RESIDENT PHYSICIAN AGREEMENT
ADDITIONAL/OPTIONAL RESIDENT BENEFITS

Education Allowance  As per individual Program/Fellowship.

Lab Coats Laundry Service  Laundry service for lab coats is provided at no cost to the resident.

Flexible Spending Accounts  All residents are eligible to enroll in a plan to set aside pre tax dollars to pay for health care or dependent care expenses. Information to be provided prior to enrollment at orientation and the annual open enrollment period.

Retirement Savings Plan (401K)  All residents are eligible to opt in or out of a plan to use pre tax dollars to contribute toward a retirement account. Contribution and vesting information is provided prior to enrollment at orientation and the annual open enrollment period.

Financial Services  Participation in a credit union/bank that offers a variety of financial services.

Direct Deposit  Deposit of your bi-weekly paycheck directly to your checking and/or savings account.

Fitness Room  Located in Barr Tower. All residents are eligible to participate.

Parking  Residents may choose to pay for covered/secured parking at a discounted rate. Payment is per payroll deduction.