



LOYOLA UNIVERSITY MEDICAL CENTER

RESIDENT HANDBOOK

POLICIES AND PROCEDURES FOR RESIDENTS



LOYOLA
UNIVERSITY
HEALTH SYSTEM

Loyola University Chicago

LOYOLA UNIVERSITY MEDICAL CENTER
2160 South First Avenue
Maywood, IL 60153
Telephone: (708) 216-9000
Edition ~~2008/2009~~

Deleted: 2007/2008

TABLE OF CONTENTS

- I. Introduction
 - A. Mission Statement
 - B. Institutional Commitment to Graduate Medical Education
 - C. Commitments to Residents
- II. General Information
 - A. Directory/Organization of Graduate Medical Education Office
 - B. Agreements /Terms and Conditions
 - C. Resident Eligibility and Resident Selection
 - D. Resident Requirements
 - E. Duty/On-Call Hours
 - F. Residency Description
 - G. Resident Governance Committee
 - H. Medical Records Documentation
 - I. Moonlighting and Resident Employment Outside the Residency Program
 - J. Professional Liability
 - K. Resident Responsibilities
 - L. Resident Supervision
 - M. Risk Management Information
 - N. Eligibility and VISA Sponsorship
 - O. Action Requiring Graduate Medical Education Committee Review and Approval
- III. Policies and Procedures
 - A. Policy and Procedure Manuals
 - B. Resident Records
 - C. Grievance Procedure
 - D. Chief Residents
 - E. Program Downsizing
 - F. Delinquent Medical Records
 - G. Evaluations and Promotions
 - H. Licensing and Resident Eligibility
 - I. Off-Site Electives
 - J. Resident Wellness
 - K. Academic Probation
 - L. Corrective Disciplinary Action
 - M. Harassment in the Workplace
 - N. Termination/Completion of Residency Program
 - O. Resolution of Resident Issues
 - P. Corporate Compliance
- IV. Benefits
 - A. Guide to Benefits
 - B. Leave Policies
 - C. Insurance Benefits
 - D. Parking Policy
 - E. Stipends and Payroll
 - F. Other Services Available
- VI. Glossary of Terms

RESIDENT POLICY BOOK

INTRODUCTION

This book has been prepared as a guide and reference for all residents.* The purpose of written policies is to establish guidelines regarding Loyola University Medical Center ** and the responsibilities expected of a resident. This policy book, however, is not a contract of employment or a guarantee of future training for any particular time period. Formal agreements of any kind are recognized only when they are in writing and signed by a designated Loyola official.

Please read the contents of this handbook carefully. This is one of the many channels of communication we maintain to create a productive learning environment. All residents should use this book as a reference to answer questions regarding all of our policies. It is hoped that the use of these policies will assist in working in a fair and equitable manner.

This policy book will be used as an ongoing document that will be amended and updated as needed. Residents are expected to become familiar with and comply with all policies set forth in this policy book.

*In keeping with the American Medical Association's *Graduate Medical Education Directory* and the ACGME, the word resident is used to designate all graduate medical education trainees in Loyola University Medical Center Graduate Medical Education programs.

** Throughout this Resident Handbook, Loyola University Medical Center may be referred to as Loyola.

LOYOLA UNIVERSITY HEALTH SYSTEM

MISSION STATEMENT

Loyola University Health System is committed to excellence in patient care and the education of health professionals. We believe that our Catholic heritage and Jesuit traditions of ethical behavior, academic distinction, and scientific research lead to new knowledge and advance our healing mission in the communities we serve. We believe that thoughtful stewardship, learning and constant reflection on experience improve all we do as we strive to provide the highest quality health care.

We believe in God's presence in all our work. Through our care, concern, respect and cooperation, we demonstrate this belief to our patients and families, our students and each other. To fulfill our mission we foster an environment that encourages innovation, embraces diversity, respects life, and values human dignity. We are committed to going beyond the treatment of disease. We also treat the human spirit.

Approved: December 14, 1999

**INSTITUTIONAL COMMITMENT
TO GRADUATE MEDICAL EDUCATION**

Loyola University Health System is committed to providing the highest quality of medical education, research and patient care. Sponsorship of post-graduate healthcare education programs furthers the Health System's mission and trains the future generation of health professionals necessary to provide healthcare and education for the communities we serve.

Loyola University Health System partners with Loyola University Stritch School of Medicine in its educational mission. Fiscal support from the Health System provides the Stritch School of Medicine necessary resources for the recruitment of faculty of academic excellence, for infrastructure support for its myriad of post-graduate healthcare education programs and for research support.

Loyola University Health System recognizes the trainees entrusted to its care as first and foremost learners. It recognizes its responsibility for providing appropriate supervision and facilitating residents' professional and personal development while ensuring safe and appropriate care for patients.

The Loyola University Health System's Designated Institution Official has responsibility for the administration of post-graduate healthcare programs and for assuring compliance with accreditation standards. Oversight of post-graduate healthcare education programs resides in the Office of the Associate Dean for Graduate Medical Education, Stritch School of Medicine and Chief of Staff, Loyola University Medical Center. This unique structure provides continuity between the academic and health care missions. This continuity is further strengthened through representation of senior administration of Loyola University Health System and Loyola Stritch School of Medicine on the Graduate Medical Education Committee.

Loyola University Health System recognizes its responsibility to provide the necessary resources to enable its programs to achieve substantial compliance with program accreditation standards. Institutional resources for the training of residents are allocated by the President and Chief Executive Officer, Loyola University Health System, Vice President for Health Sciences, Loyola University Chicago. Decisions for allocation of resources are based upon institutional imperatives, recommendations of the Associate Dean for Graduate Medical Education and outcome assessments of its post-graduate healthcare programs.

* Throughout this Resident Handbook, the Associate Dean for Professional Affairs and Chief of Staff shall be referred to as the Chief of Staff.

RESIDENT HANDBOOK
Policies and Procedures

COMMITMENT TO THE RESIDENT

Graduate Medical Education takes place in an environment of inquiry and scholarship, in which residents participate in the development of new knowledge, learn to evaluate research findings, and develop habits of inquiry as a continuing professional responsibility. Each accredited program has the responsibility to meet its educational goals as described in program descriptions and the forms which it submits to the Residency Review Committee. The goals and the outline of usual resident assignments for each year are available in the departmental offices. The department may find it necessary to modify resident assignments as required by personnel needs, educational resources, institutional patient-care responsibilities, and the career goals and academic progress of each resident.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

II. GENERAL INFORMATION

- A. Graduate Medical Education Office
- B. Graduate Medical Education Agreement Terms and Conditions
- C. Resident Eligibility and Resident Selection
- D. Resident Requirements
- E. Duty/On-Call Hours
- F. Residency Description
- G. Resident Governance Committee
- H. Medical Records Documentation
- I. Moonlighting and Resident Employment Outside the Residency Program
- J. Professional Liability
- K. Resident Responsibilities
- L. Resident Supervision
- M. Risk Management Information
- N. Eligibility and VISA Sponsorship

II.A. GRADUATE MEDICAL EDUCATION OFFICE

Graduate Medical Education Office

Location: Building 101, Room 1740
Days: Monday through Friday
Hours: 8:00 a.m. - 5:00 p.m.
Phone: 708-327-4-GME

This office is responsible for administering the activities that are common to all of the residency programs. When applicants are selected to join residency programs, the program director provides a Loyola or standard ERAS application and salary support information to the Central Office of Graduate Medical Education. When all submitted information is found satisfactory, an agreement is issued.

The Central Office of Graduate Medical Education is responsible for coordinating activities including keeping permanent records on residents, providing the appropriate state agencies with a list of residents enrolled, supporting the individual departments in carrying out the responsibilities of conducting graduate medical education programs.

The Central Office of Graduate Medical Education assists residents with:

- ` Temporary License Applications
- ` USMLE Step III Applications
- ` J-1 Applications
- `
- ` Verification of Training at Loyola University Medical Center
- ` Certificates of Completion

II. B. GRADUATE MEDICAL EDUCATION AGREEMENT TERMS AND CONDITIONS

B.1. Non-discrimination statement

Loyola abides by all applicable provisions of Federal, State and Local law. Loyola does not discriminate in its employment policies and practices on the basis of race, color, religion (except where religion is a Bona Fide Occupational Qualification for the job), national origin or ancestry, gender, sexual orientation, age, marital status, veteran's status, or any other classification protected by law. Otherwise qualified individuals are not discriminated against on the basis of physical or mental handicap/disability. Loyola will not tolerate racial, sexual or other forms of harassment of students, faculty, staff employees, or patients and has established policies and procedures to promptly address any complaints.

B.2. Request for Agreement

The Graduate Medical Education Office Central Office of Graduate Medical Education will prepare resident agreements to be issued to residents upon receipt of the following:

1. A written request by the Program Director that an agreement be issued. The request will include start and end dates, and will be for no more than 12 months in duration;
2. Confirmation that a funding commitment exists for the position the applicant will fill;
3. A completed file with original application and supporting documents; and
4. A signed Consent and Release from Liability Form.

B.3. Agreement Execution

1. The Central Office of Graduate Medical Education will issue all Graduate Medical Education Agreements. Individual programs do not have the authority to issue Graduate Medical Education Agreements.
2. The Graduate Medical Education Agreement along with attachments is the written agreement between Loyola and the resident. The three copies of the agreement will be signed by the Designated Institution Official when the resident obtains a valid medical license and, if appropriate, necessary visa paperwork to train in the United States. The following parties must sign the all the copies for the agreement to be valid:
 - (1) The Resident;
 - (2) Program Director;
 - (3) Chairman; and
 - (4) Designated Institution Official
3. The Central Office of Graduate Medical Education will keep one original executed copy of the agreement. The other two originals will be given to the department and to the resident.
4. It is the responsibility of the resident to obtain and maintain, at his/her own expense, medical licensure in the State of Illinois. Should the resident fail to obtain the appropriate licensure as outlined in the Graduate Medical Education Agreement the Agreement shall become null and void.

5. The resident must immediately notify the Central Office of Graduate Medical Education of any notice of license revocation, suspension or restriction. If at any time within the term of the Agreement the resident ceases to be properly licensed, the Agreement shall be terminated. **Residents without a valid medical license cannot participate in clinical and laboratory activities (including observation) or research at any training site and cannot be paid.**
6. **Residents without valid visa or work authorization cannot participate in clinical and laboratory activities (including observation) or research at any training site and cannot be paid.** If the resident fails to obtain or loses the appropriate authorization forms, visas, and other permits as outlined in the Graduate Medical Education Agreement and as may be required by the United States Citizenship and Immigration Service, the agreement shall become null and void.
7. **Residents without valid social security number cannot participate in clinical and laboratory activities (including observation) or research at any training site and cannot be paid.**
8. The resident must immediately notify the Central Office of Graduate Medical Education of any notice of revocation, suspension or restriction of work authorization or visa status. If at any time within the term of the Agreement the resident ceases to maintain appropriate work authorization or visa status, the Agreement may be terminated.

B.4. Restrictive Covenants

The resident shall not be bound by any non-competition guarantees by virtue of the Graduate Medical Education Agreement.

B.5. NRMP and Specialty Matches

1. The Director of Graduate Medical Education is the Institutional Contact for all matches.
2. The Central Office of Graduate Medical Education will pay all Loyola administrative department-specific match fees, if the applications and documents are submitted through the office.
3. Program Directors will adhere to all applicable NRMP and specialty rules as published.

GMEC Approved: April 7, 2000
Reviewed: April 7, 2000
Revised June 2003; March 2007
Revised March 2006

II.C. RESIDENT ELIGIBILITY and SELECTION

C. 1. Applicants with the following qualifications are eligible to apply for appointment to accredited residency programs:

1. Medical Education

Applicants must provide proof of completion of the requisite professional education. This includes proof of the following status:

Graduate (or pending graduate) of United States and Canadian medical schools accredited by the Liaison Committee on Medical Education;

or

Graduate (or pending graduate) of United States colleges of osteopathic medicine accredited by the American Osteopathic Association;

or

Graduate (or pending graduate) of foreign medical schools who have a valid certificate from the Educational Commission for Foreign Medical Graduates;

or

Graduate (or pending graduate) of foreign medical schools who have completed a Fifth Pathway program provided by a medical school accredited by the Liaison Committee on Medical Education (LCME).

2. Licensure

Applicants must have the requisite education to secure an appropriate license in the State of Illinois.

(i) Applicants for accredited core residency programs must have the requisite education and certification to secure a temporary license in the State of Illinois.

(ii) Applicants for accredited and non-accredited fellowship programs must have the requisite education and certification to secure a full and unrestricted permanent license in the State of Illinois including, but not limited to, documentation of successful completion of USMLE parts I, II and III.

Applicants failing to meet the requirements as outlined above before the date identified on the Graduate Medical Education Agreement shall be deemed ineligible for the current academic year and shall be required to re-apply for admission to the program.

C. 2. Programs select residents from among eligible applicants on the basis of their preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities such as motivation and integrity.

1. Loyola does not discriminate with regard to gender, race, age, religion, color, national origin, disability, veteran status, or sexual preference.

2. All residents must demonstrate understanding and facility in using the English language.

3. Residents are selected for appointment to the program in accordance with institutional policies and procedures.
4. Residents shall be selected for appointment in accordance with program accreditation requirements. When specifically required by the accrediting body or when selection criteria are more specific than outlined by the accrediting body or by this policy, program-specific selection policies shall be maintained.
5. Transfer of traditional trainees
Before accepting a resident from a preliminary year residency or an incoming fellow from a completed primary residency from another accredited training program (either from within the Loyola system or from an outside institution), a written verification of previous educational experience and an evaluation of past performance must be secured from the resident's current and/or previous program director(s). Such evaluation must include an evaluation of the individual's performance in each of the requisite the core competencies.
6. Transfer of non-traditional trainees
Non-traditional trainees are defined as trainees who:
 - a. do not complete all of the requisite number of years of graduate medical education training as outlined by the accreditation council for the specialty at the same institution (e.g. internal medicine = 3 years, surgery = 5 years); or
 - b. have changed primary residency specialties or are attempting to change primary residency specialties; or
 - c. have a lapse from medical school or clinical training greater than two (2) years in duration (The exception made for individuals who choose to re-enter graduate medical education to complete a fellowship program following several years of generalist practice is noted.)

Recruitment of all non-traditional trainees (either from within the Loyola system or from an outside institution) requires approval by the Loyola GME Selection Review Subcommittee. A written request signed by both the program director and department chairman as well as the following documentation is required for consideration by the subcommittee:

- a. a written verification of previous educational experience and an evaluation of past performance secured from the resident's current and/or previous program director(s). Such evaluation must include an evaluation of the individual's performance in the requisite core competencies; and
- b. A current and complete curriculum vitae; and
- c. a completed LUMC application questionnaire or complete ERAS application.

GMEC Approved: Jan 2004
Previously Separate Policies

RESIDENT HANDBOOK
Policies and Procedures

II. D. RESIDENT REQUIREMENTS

D.1. Requirements to begin or continue training

1. Accepted Appointment Letter
2. Annual Universal Precautions Training and TB Skin Testing
3. Valid visa or work authorization for International Medical Graduates
4. Current unexpired temporary or permanent Illinois license
5. Fully executed Graduate Medical Education Agreement
6. Valid Illinois Medical License
7. Valid Social Security Number
8. Completed I-9
9. Evidence of successfully completed HIPAA examination
10. Evidence of successfully completed Physician Annual Newsletter (Safety, Compliance, HIPAA, etc.)
11. Completion of Annual Disclosure Statement

D. 2. Additional requirements to begin training

1. Valid ECFMG Certificate for international medical graduates
2. Immunization Documentation and Occupational Health Clearance
3. A mandatory orientation, either individual or group, must be attended.

D. 3. A resident may begin the program and receive a stipend check only when all of the above requirements are met. Training will begin only if valid proof of eligibility is provided.

D. 4. Termination/Exit Requirements

1. Program Directors must complete a Final Evaluation for each resident prior to completion of the training program.
2. The resident must complete the checkout sheet provided to him/her before the last check will be issued.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

Revised June 2003, March 2007

I. E. DUTY/ON-CALL HOURS

E. 1. Definition

Duty hours are defined as all clinical and academic activities related to the residency program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours do not include reading and preparation time spent away from the duty site.

E. 2. Requirements

1. All Programs, regardless of their accrediting body, are required to meet the ACGME Common Program Requirements related to duty hours as well as any Residency Review Committee requirements as described in the Program Requirements for each specialty.
2. Each Residency Training Program will establish a formal policy governing resident duty hours and working environment that complies with the ACGME Common Program Requirements as well as that specialty's Residency Review Committee Program Requirements and is optimal for both resident education and the care of patients. Basic requirements include:
 - a. Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities. Exceptions (for up to an additional 10%) will require LUMC GME and RRC approval.
 - b. Residents must be provided with 1 day in 7 free from all educational and clinical responsibilities, averaged over a 4-week period, inclusive of call. One day is defined as one continuous 24-hour period free from all clinical, educational, and administrative activities.
 - c. In-house call must occur no more frequently than every third night, averaged over a four-week period.
 - d. Continuous on-site duty, including in-house call, must not exceed 24 consecutive hours. Residents may remain on duty for up to six additional hours to participate in didactic activities, transfer care of patients, conduct outpatient clinics, and maintain continuity of medical and surgical care as defined in Specialty and Subspecialty Program Requirements.
 - e. Adequate time for rest and personal activities must be provided. This should consist of a 10-hour time period provided between all daily duty periods and after in-house call.
 - f. At-home call (pager call) is defined as call taken from outside the assigned institution.
 1. The frequency of at-home call is not subject to the every third night limitation. However, at-home call must not be so frequent as to preclude rest and reasonable personal time for each resident. Residents taking at-home call must be provided with 1 day in 7 completely free from all educational and clinical responsibilities, averaged over a 4-week period.
 2. When residents are called into the hospital from home, the hours residents spend in-house are counted toward the 80-hour limit.

3. The following tenets are understood to be the underpinning of all program-specific duty hours policies:
 - (a) The educational goals of the program and learning objectives of residents must not be compromised by excessive reliance on residents to fulfill institutional service obligations. Duty hours, however, must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs must ensure that residents are provided backup support when patient care responsibilities are especially difficult or prolonged.
 - (b) Resident duty hours and on-call schedules must not be excessive. The structuring of duty hours and on-call schedules must focus on the needs of the patient, continuity of care, and the educational needs of the resident. Duty hours must be consistent with the institutional and program requirements that apply to each program.
 - (c) The institution must provide services and develop systems to minimize the work of residents that is extraneous to their educational program.

E.2. Graduate Medical Education Requirements

Program Directors will provide a written copy of their resident work hour policy to the Central Office of Graduate Medical Education. Program Directors are responsible for monitoring the effects of duty hours responsibilities and making necessary modifications to scheduling to mitigate excessive service demands or fatigue.

1. Monitoring of duty hours is required with frequency sufficient to ensure an appropriate balance between education and service.
2. Duty hours policies will be evaluated at the time of internal review of the training program.
3. Compliance with duty hours regulations will be evaluated at the time of internal review of the training program. Discrepancies will be reported to the GMEC for further action.

E.3. Institutional Support

Loyola University Health System provides institutional support for residents and fellows both through institution-level services and compliance monitoring.

1. Institution-level Services – Way to Go Taxi Service
Loyola University Health System provides residents and fellows access to an on-line taxi voucher system. Way To Go taxis service provides hospital-site-to-home pre-paid taxi services in the event that the resident feels too fatigued to drive home. Vouchers are available through the institution's portal system.
2. Institution-level Monitoring
The Office of Graduate Medical Education conducts confidential, quarterly Duty Hours Surveys to assess ongoing compliance. Data is reviewed by the Institutional Graduate Medical Education Committee and distributed as appropriate.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

Revised June 2003, March 2007

II. F. JOB DESCRIPTION

F.1. Introduction

1. Loyola residents must meet the qualifications for resident eligibility as outlined in the Essentials of Accredited Residencies in Graduate Medical Education published in the American Medical Association's *Graduate Medical Education Directory*.
2. As the position of resident involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, the competency of the resident is evaluated on a regular basis.
3. The position of the resident entails the provision of care commensurate with the level of advancement and competence, under the general supervision of appropriately privileged attending teaching staff.

F.2. General Statement of Resident Duties

1. To initiate and follow a personal program of professional growth in conjunction with the formal educational and training of the post graduate program sponsored by Loyola by participating in compassionate, appropriate and cost effective patient care. Skills demonstrated should be commensurate with the level of training and responsibility.
2. Participation in the educational activities of the program and, as required, assume responsibility for teaching and supervising other residents and medical students by making daily rounds.

LOYOLA UNIVERSITY MEDICAL CENTER
GENERAL RESIDENT PRIVILEGES

Within the scope of the training program, all residents without exception will function under the supervision of a staff practitioner. The training program will be structure to encourage and permit residents to assume increasing levels of responsibility commensurate with their individual growth progress in experience, skill, knowledge, and judgment. Each service must adhere to current accreditation requirements set forth by the appropriate accrediting bodies for all matters pertaining to the training program. Resident advancement indicates the ability to perform procedures appropriate to that PGY level. Documentation of a resident's ability by way of evaluations will be filled in the resident's record or folder, maintained in the office of the relevant service chief. * Assignment to Limited or Full Privileges in Surgery is based on information submitted by the departments to the operating room on an annual basis.

	PGY I	PGY II	PGY III	PGY IV	PGY V
RESIDENT PRIVILEGES	<p>HOSPITAL</p> <ul style="list-style-type: none"> `Responsible for history and physical, assessment, problem list, formulation of a diagnostic plan. `Responsible for admission notes. `Responsible for clinical and lab studies of his/her patients. `Responsible for progress reports on patients. `Responsible for initial clinical and lab studies of patients. <p>EMERG ROOM</p> <ul style="list-style-type: none"> `Initial eval of ER patients not seriously ill. <p>SURGERY</p> <ul style="list-style-type: none"> `Knowledge of anatomy and literature related to procedure being performed. `Limited privileges for invasive procedures in ER, OR, ICU, Floor with Attending present in OR. 	<p>HOSPITAL</p> <ul style="list-style-type: none"> `Supervision of interns & medical students. `Responsible for specific details of patient care. `Develops expertise in general hospital consultation service. `Responsible for wider spectrum of patients. `Organization of attending rounds. `Conducts P.M. chart rounds. <p>EMERG ROOM</p> <ul style="list-style-type: none"> `Initial eval and follow up care of all ER patients. `Treatment of minor injuries. <p>SURGERY*</p> <ul style="list-style-type: none"> `Limited privileges. `Develop surgical skill in soft tissue dissection and wound closure. `Limited privileges for invasive procedures with Attending present in OR. 	<p>HOSPITAL</p> <ul style="list-style-type: none"> `Responsible for overall organization of service. `Primary decision-maker with faculty supervision on continuity clinics. `Leads work rounds with team. `Responsible for counter signing of medical records by junior residents. `Instructs procedural techniques during daily activities. <p>EMERG ROOM</p> <ul style="list-style-type: none"> `Responsible for review and disposition of ER patients. <p>SURGERY*</p> <ul style="list-style-type: none"> `Limited privileges. `Invasive procedures with Attending present in OR. 	<p>HOSPITAL</p> <ul style="list-style-type: none"> `Senior resident serve as professional role model and instructor for residents and students in all phases of clinical activity. `Ultimate responsibility for maintaining the organization and function of the service. `Ability to appraise the professional and scientific literature. <p>EMERG ROOM</p> <ul style="list-style-type: none"> `Conducts and assessment of an ER situation and utilizes appropriate crisis intervention. <p>SURGERY*</p> <ul style="list-style-type: none"> `Limited privileges. `Develop surgical skill in aspect of related field. `To assist at all surgical procedures and will be either 2nd or 1st assist with Attending present in OR. 	<p>HOSPITAL</p> <ul style="list-style-type: none"> `Responsible for direct patient care of all patients. `Responsibility to notify on-call attending of all invasive procedures. `Responsible for diagnosis and treatment in areas of subspecialization. `Develops own continuity patients to follow. <p>EMERG ROOM</p> <ul style="list-style-type: none"> `Supervises and provides preliminary interpretation for cases. <p>SURGERY*</p> <ul style="list-style-type: none"> `Full/limited privileges with Attending present in OR. `Functions as a teaching assistance.

+Approved by the Graduate Medical Education Committee, March 1998

II. G. RESIDENT GOVERNANCE COMMITTEE

G.1. Purpose

1. The Resident Governance Committee is a voluntary organization whose officers serve as liaison between the Committee and hospital administration.
2. All trainees (residents, fellows) in residency training programs sponsored by Loyola are members of the organization.

G. 2. Policy

1. This organization is to assist in influencing matters affecting all aspects of the resident as a forum to identify problems in the work environment and implement solutions. It is anticipated that the enhanced communication will provide improved patient care and resident education.
2. Resident members are encouraged to utilize the committee's forum for expressing general concerns.
3. The Committee may elect to become involved in participating in operations improvement and restructuring initiatives.

G. 2. Procedure

1. All administrative chief residents shall be considered to be members of the Resident Governance Committee Board.
2. The Chief of Staff, the Designated Institution Official, the Executive Vice President or his delegate(s) shall also serve as members of the Committee.
3. Discussion items may be placed on the agenda by contacting the resident representatives or the Graduate Medical Education Office.
4. Minutes shall be prepared by a designated resident member and distributed to each department representative.

GMEC Approved: January 8, 1999

Reviewed: January 8, 1999

Revised June 2003, March 2007

II. H. MEDICAL RECORD DOCUMENTATION

H.1. The hospital or clinic medical record is more than written documentation of a patient's encounter with the health care system. It is a means of communication between members of the health care team, a legal document in legal proceedings, and an auditing tool for a variety of health care agencies and insurers. It is not an instrument for unfounded conjecture. The importance of clear, concise, impartial and accurate recording of patient-physician encounters, analysis of findings, and articulation of treatment plans should be self-evident.

H. 2. The following issues should be considered when a resident writes or dictates a note in the medical record (history and physical, progress note, procedural note, etc.):

1. The use of physician supervision should be documented (i.e. whether the resident reviewed the patient with the attending, whether the attending was physically present during key portions of the patient encounter, etc.) While for billing purposes it is the attending's responsibility to provide such documentation, the resident's notes can provide important supporting evidence.
2. Procedure notes and documentation of informed consent are required for any invasive procedure (other than placement of a peripheral venous line, an arterial line, an oto- or nasogastric tube, a urinary catheter or a rectal tube.) An acceptable procedure note includes the procedure, indication, findings or post-procedure diagnosis, operators, and perioperative status or complications.
3. Assume the patient and/or a legal representative will read everything written.
4. Discharge planning begins upon admission and should be reflected in chart documentation.
5. Medical student notes should not be relied upon for documenting the patient's hospital course. It is expected that a licensed physician evaluate patients and document the patient examination and assessment on a daily basis.
6. Any text copied and pasted within the electronic medical record should be reviewed for accuracy and applicability to the patient's current condition.

GMEC Approved: September 7, 1995

Reviewed: September 7, 1995

Revised: March 2007

RESIDENT HANDBOOK
Policies and Procedures

II. I. MOONLIGHTING

I.1. Introduction

Professional and patient care activities that are external to the educational program are called moonlighting.

I.2. Policy

1. Residents are not required to engage in moonlighting activities
2. A resident who participates in such professional activities or "moonlighting," must have prior written permission by the program director and/or chair of the department. Such approval shall be made part of the resident's permanent file.
3. A copy of the request and approval must be provided to the Graduate Medical Education Office ("Central Office of Graduate Medical Education").
4. Programs are responsible for maintaining a list of all trainees approved for moonlighting. An updated list shall be provided to the Central Office of Graduate Medical Education upon request.
5. Program directors are responsible for monitoring residents' performance for the effect of these activities upon performance. Adverse effects may lead to withdrawal of permission.
6. The schedule of these activities should not in any way interfere with their performance in the residency-training program. Residents must maintain their caseload and maintain their academic performance.
7. A resident must obtain a State of Illinois permanent license, professional liability insurance, and DEA number for use in activities not related to his/her residency program.
8. Professional activities outside the program are not covered. Loyola liability coverage does not include any moonlighting activity at other institutions. A resident must arrange for his/her own malpractice insurance.

I.3. Limitations

1. A resident may not hold admitting privileges in any hospital, charge or receive fees for professional services rendered as part of the residency program.
2. Limitations imposed by the Immigration and Naturalization Service shall govern visa-sponsored international foreign graduates' participation in moonlighting activities. Such trainees are responsible for understanding such limitations.
3. Permission to moonlight or participate in extra-curricular activities may be withdrawn at any time at the discretion of the program director or department chair.
4. The department reserves the right to initiate corrective action should these activities interfere with a resident's ability to fulfill their obligations to the training program.

5. The resident will complete and/or renew a listing of their moonlighting activities and non-training related professional activities every 4-6 months and at any time there is a change in the activities.
6. Proof that an individual is engaging in unauthorized moonlighting and/or other professional activity will be grounds for disciplinary action, up to and including termination.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

Revised: May, 2003

II. J. PROFESSIONAL LIABILITY

- J. 1. Residents have liability coverage only while they are carrying out assigned duties as part of their residency-training program.
1. Coverage includes claims filed after completion of the program for acts that occurred during the training program.
 2. State regulations require that the hospital site where the resident is working provide liability coverage.
 3. Professional activities outside the program, including moonlighting, are not covered.
- J. 2. Any resident concerned about an interaction with a patient is encouraged to contact the Patient Safety and Risk Management office at the site where the problem occurred.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

Revised: March 2007

II. K. RESPONSIBILITIES OF THE RESIDENT

K. 1. Resident Responsibilities

The resident physician will be expected to fulfill all assigned responsibilities, and to meet the qualifications for resident eligibility outlined in the *Essentials of Accredited Residencies in Graduate Medical Education* and the American Medical Association's *Graduate Medical Education Directory*. Accordingly, the resident is expected to:

1. Obtain and maintain, at his/her own expense, medical licensure in the State of Illinois.
2. Notify the Central Office of Graduate Medical Education immediately of any notice of licensure, visa or work authorization, revocation, suspension or restriction or change in authorization to remain or work in the United States.
3. Read and become familiar with the policies and procedures set forth in the Resident Handbook.
4. Complete and sign, within ten (10) days of discharge, all medical charts of Loyola University Medical Center patients. Loyola may suspend the Resident for failure to complete and sign medical charts, by providing the Resident written notice of the suspension. Such suspension shall be immediately effective until all outstanding medical charts are completed and signed. Upon such suspension, if the Resident has available, accrued paid time off, the Resident shall be paid his/her stipend, for each day of such suspension, and such days shall be charged to the Resident's paid time off. Thereafter, if the Resident still has not completed and signed all outstanding medical charts during such suspension, the Resident shall be suspended without pay, and may be dismissed from the Program without credit.
5. Develop an understanding of ethical, socio-economic and medical/legal issues that affect graduate medical education and how to apply cost containment measures in the provision of patient care.
6. Secure program director approval prior to beginning outside professional activities not otherwise assigned. Failure to obtain advance approval for outside activities may be grounds for immediate termination.
7. Abide by departmental and other institutional policies and procedures, including, but not limited to, the Resident Wellness policy, the Duty/On-call Hours Policy, and the Harassment in the Workplace Policy, set forth in Resident Handbook.
8. Refrain from engaging in any conduct which may bring Loyola's graduate medical education training program into disrepute.
9. Develop a personal program of professional growth with guidance from the key faculty members.
10. Participate fully in the educational activities of his/her program and, as required, assume responsibility for teaching and supervising other residents and students.
11. Participate in institutional programs and activities involving the medical staff.
12. Complete requisite evaluations of the training program and of the faculty as required by the program or institution,
13. Participate in any mandatory surveys required by the Graduate Medical Education Office including but not limited to collection of information related to duty hours compliance, completion of annual safety and compliance training and submission of annual disclosure statement.
14. Report any program-imposed violations of duty hours and workplace harassment/violence policies.
15. Participate in all mandatory compliance surveys, disclosures or educational sessions.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

Revised June 2003, Feb 2006, March 2007

II. L. RESIDENT SUPERVISION

L. 1. Supervision: General Principles

Supervision shall be provided for all residents in a manner that is consistent with proper patient care, the educational needs of residents, and the applicable Program Requirements. Program-specific policies must be in compliance with the institutional policy outlined herein as well as standards outlined by the appropriate residency review committees (RRCs).

Residents must be supervised by teaching staff in such a way that the residents assume progressively increasing responsibility according to their level of education, ability, and experience. The level of responsibility shall be determined by the program teaching staff.

All residents must function under the direction of an attending physician. The attending is to direct patient care and provide the appropriate level of supervision based upon the patient's condition, the likelihood of major changes in the management plan, the complexity of the care and the experience and judgment of the resident being supervised.

On-call schedules for teaching staff must be structured to ensure that supervision is readily available to residents on duty.

Programs are strongly encouraged to develop criteria outlining those circumstances when attending physician notification is necessary.

Junior residents may be supervised by more senior residents to the extent of the senior resident's own clinical level of responsibility.

L.2. Program Director's Responsibility

1. Each program director is responsible for the development and maintenance of an explicit written description of supervisory lines of responsibility for the care of patients. Such description shall include a delineation of trainee clinical responsibilities by PGY level including operative and invasive procedures that may be performed independently.
- ~~2.~~ Each program director is responsible for providing the Central Office of Graduate Medical Education and the Graduate Medical Education Committee:
 - a. Any revisions of the delineation of trainee clinical responsibilities by PGY level noted in L.2.1 above.
 - b. a list of any trainees whose required level of supervision is different from the expected level of supervision outlined in the delineation of trainee clinical responsibilities by PGY level noted in L.2.1 above.
3. Each program director is responsible for reviewing the level of resident responsibilities at least annually with the resident. Changes in the level of responsibility and exceptions to standard responsibilities shall be documented in the resident's departmental file.
4. Each program director is responsible for communicating the written description of supervisory lines of responsibility to all residents and all members of the teaching staff at all clinical training sites. Such communication should be done at least annually.

5. Each program director is responsible for ensuring that each resident is appropriately supervised regardless of the training site to which the resident is assigned.

L.3. Graduate Medical Education Committee Responsibilities

The Graduate Medical Education Committee is responsible for oversight of resident supervision by means including, but not limited to:

- Internal review
- Oversight of resident privileges

Adequacy of resident supervision shall be included in the report of the Graduate Medical Education Committee to the Governing Board.

GMEC Approved: December 5, 1991

Reviewed: December 5, 1991

Revised June, 2003

Revised: September, 2003

II. M. RISK MANAGEMENT INFORMATION

M. 1. Incident Reporting

1. Any incident involving a patient or visitor that could lead to a potential legal claim must be reported immediately to the Risk Management Office. In addition, the attending physician should be notified.
2. Refer to Loyola Administrative Policy # A-17 regarding incident reporting.

M.2. Examples of Reportable Events

1. Any serious lapse in the quality of care regardless of outcome.
2. Any serious incident, such as a major or unexpected complication resulting from a procedure or treatment must be reported at once. Early notification of a potential source of litigation is essential.
3. Threat of litigation by the patient.

M.3. Patient Confidentiality

1. Patient confidentiality should be protected at all times. HIPPA regulations should be adhered to at all times. Conversations about patients and their medical conditions should NOT take place in elevators, hallways, or the cafeteria. For additional information refer to the following Loyola Administrative Policies: A-8, P-1, P-4 and P-6.
2. Awareness of these issues and their potential consequences will help to protect residents, patients and the institution.
3. Any requests for copies of records or portions of medical records should be referred to the Medical Records Department.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

Revised June 2003, March 2007

II. N. ELIGIBILITY AND VISA SPONSORSHIP

N.1. Eligibility of Residents

1. Federal Law obliges Loyola University to verify the identification and work eligibility of all residents and fellows prior to allowing them to participate in the residency training program. This is performed by the Central Office of Graduate Medical Education.
2. New residents will not be eligible for stipend, nor be allowed to participate in the residency in any capacity, prior to supplying appropriate documentation that verified eligibility.
3. It is the responsibility of the resident to obtain and maintain a visa, for proper status authorizing participation in a residency-training program.
4. If at any time within the term of the Agreement the resident ceases to maintain appropriate work authorization, the Agreement may be terminated. ***Housestaff without a valid visa cannot hold an Agreement participate in clinical and laboratory activities (including observation) or research at any training site and cannot be paid.***
5. Residency program personnel will not discriminate against an applicant on the basis of national origin or citizenship.
6. Limitations imposed by the Immigration and Naturalization Service shall govern visa-sponsored international foreign graduates' participation in moonlighting activities. Such trainees are responsible for understanding such limitations.

N.2. Sponsorship by Type of Visa

1. J-1

The J-1 Exchange-Visitor visa, is intended for educational purposes. The holder of a J-1 visa is required to return to his/her home country following completion of the residency training program. The Office of GME will support J-1 Visa applications for residents and fellows through sponsorship by the Educational Commission for Foreign Medical Graduates (ECFMG). Residents are responsible for the costs associated with obtaining J-1 visas.

2. Other Visas

Residents holding tourist or student visas will not be allowed credit for participation in their program. Residents are responsible for all costs associated with obtaining visas.

N.3. Research fellows

Visa needs for research fellows and other academic staff will be handled through the department office sponsoring the research grant. Individuals on this type of work authorization are not eligible for participation in the graduate medical education program.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

Revised June 2003, Feb 2006, March 2007

**III. O. ACTIONS REQUIRING GRADUATE MEDICAL EDUCATION COMMITTEE
REVIEW and APPROVAL**

The Graduate Medical Education Committee is responsible for monitoring and advising on all aspects of residency education. As such, the following activities require review and approval by the Loyola University Medical Center Graduate Medical Education Committee prior to submission of request to the accrediting body:

1. all applications for accreditation of new programs and subspecialties;
2. changes in resident/fellow complement;
3. additions and deletions of participating institutions used in a program;
4. appointments of new program directors;
5. progress reports requested by any Review Committee;
6. responses to all proposed adverse actions;
7. requests for increases or any change in resident duty hours;
8. requests for "inactive status" or to reactivate a program;
9. voluntary withdrawals of accredited programs;
10. requests for an appeal of adverse actions; and, written appeal presentations to the accrediting body.

All requests for consideration by the Graduate Medical Education Committee shall be in writing and include justification for any of the above outlined action.

Requests for complement increases (temporary or permanent) must be submitted in the format consistent with residency review committee requirements this includes at a minimum:

- Educational rationale for change
- Current block diagram
- Proposed block diagram
- Faculty to Resident ratio
- Descriptions of major changes since last accreditation review
- Response to previous accreditation and internal review citations
- Any specialty-specific documentation required by the residency review committee

Requests shall be acted upon at the next regularly scheduled meeting following submission.

GMEC approved: January 2004

Revised: March 2007

III. POLICIES AND PROCEDURES

- A. Policy and Procedure Manuals
- B. Resident Records
- C. Grievance Procedure
- D. Chief Residents
- E. Program Downsizing
- F. Delinquent Medical Records
- G. Evaluations and Promotions
- H. Licensing and Resident Eligibility
- I. Off-Site Electives
- J. Resident Wellness
- K. Academic Probation
- L. Corrective Disciplinary Action
- M. Harassment in the Workplace
- N. Termination/Completion of Residency
- O. Resolution of Resident Issues
- P. Corporate Compliance

RESIDENT HANDBOOK
Policies and Procedures

III. A. POLICY AND PROCEDURE MANUALS

A.1. All Loyola residents are expected to follow established policy and procedures. It is essential for residents to understand and follow the policies outlined in the Patient Care Policy and Procedure Manual. The following includes a list of the institutional-wide policy and procedure manuals and where they are located:

1. Patient Care Policy and Procedure Manual

Education and Support Service Office 708-216-3965

Manuals are also located at all nursing stations and in every department office.

2. Administrative Policy and Procedure Manual

Healthcare Services Office 708-216-3730

Manuals are also located at all nursing stations and in every department office.

3. Infection Control Policies

Infection Control Office 708-216-3654

Policies are included in Administrative and Patient Care Manuals.

4. LUMC Safety Manual

Environmental Service Office 708-216-9079

Manuals are also located at all satellite centers, nursing stations and in every department office.

5. Resident Policy and Procedure Manual

Graduate Medical Education Office 708-327-4GME

Manuals are given to each resident/fellow at orientation.

A.2. Frequently Used Patient Care Policies

While it is important for residents to be familiar with all policies in the Patient Care Policy and Procedure Manual, the following is a list of policies that residents will frequently encounter:

- Admissions
- Chemotherapy
- Confirmation of Placement of Nasogastric Tubes
- Conscious Sedation
- Declaration of Brain Death Policy
- Drug Sample Usage and Records
- Hospital Transfers
- Informed Consent for Procedures and Treatment
- Internal Transfer of Patients
- Intravascular Devices
- Isolation
- Organ and Tissue Donation Policy
- Patient Discharge
- Patient Identification
- Restraints and Seclusion
- Standard Precautions/Universal Precautions
- Transporting Patients Within the Hospital
- Urinary Catheter and Closed Drainage System

RESIDENT HANDBOOK
Policies and Procedures

III. B. RESIDENT RECORDS

- B.1. **Central Office of Graduate Medical Education Record**
The Central Office of Graduate Medical Education will maintain a permanent file for each resident who participates in a Loyola residency training program. The file contains application materials, consent and release of information authorization, medical license applications, Agreements, requisite attestations, correspondence, unpaid leave of absence forms, original medical school transcripts, and payroll documents.
- B.2. **Residency Training Program Record**
The office of the resident's program director will keep a permanent file for each individual in the residency training program. Contents of the file includes copies of documents held in the Central Office of Graduate Medical Education record, letters of recommendation, written evaluation of past performance from the resident's previous program director(s), as well as program evaluations completed for the resident's rotations or summaries thereof.
- B.3. **Residency Verification**
a. The Central Office of Graduate Medical Education will verify dates of residency attendance to institutions that request information for purposes of credentialing. In the event that a Final Note to File is on file, a copy will also be released. The Central Office of Graduate Medical Education will forward all requests for additional information on performance or conduct to the appropriate program director's office.

b. Neither the clinical program nor the Central Office of Graduate Medical Education will provide information on any resident to any outside party without that resident's written release, except where mandated by law or when an agency will use the information only for statistical purposes.
- B.4. **Resident Access to Central Office of Graduate Medical Education and Program Director Files**
a. Files kept by the Central Office of Graduate Medical Education are for administrative and educational compliance purposes.

b. A resident may view his/her program level file in the presence of a staff member of the department. A resident may not remove or take any paper from the current file. Copies are available to currently enrolled trainees upon request. Residents may secure copies of completed evaluations through the residency software system. In the event that the resident's access to electronic systems has been limited or terminated for disciplinary purposes, copies of past evaluations will be made available upon written request throughout their term of appeal.
- B.5. **Record Retention**
a. Individual residency training programs will retain files for all residency training program applicants and interviewees for a period of one year from the date of the organized Match or final date of selection of candidates.

b. Files for all individuals accepted for training in a Loyola residency training program will be retained for a period of five years after the resident's completion or departure from a

residency training program. After five years, files may be purged, except that the following documents must be retained:

Letters or memos related to disciplinary action or academic probation
Letters written by faculty members
Semiannual reviews
Final note to file

c. The Central Office of Graduate Medical Education will also retain files for all individuals accepted for training in a Loyola residency training program for a period of five years after the resident's completion or departure from a residency training program. After five years, files may be purged, except that the following documents must be retained:

- Resident application
- Consent and release of information authorization
- Verification of license
- Graduate medical education agreements
- Letters or memos related to disciplinary action or academic probation
- Final Note to File

GMEC Approved: April 7, 2000

Reviewed: April 7, 2002

Revised: June 2003, Feb 2006, March 2007

III.C. GRIEVANCE PROCEDURE

C.1. Introduction

Loyola established this grievance procedure to provide a forum for the fair resolution of grievances regarding a resident's clinical and educational performance, conduct, or eligibility to continue in Loyola's Graduate Medical Education Program.

C.2. Right to File Grievance

A resident has the right to grieve the following actions by the program director or Chief of Staff:

- written warning based on corrective disciplinary action;
- suspension based on corrective disciplinary action;
- termination based on corrective disciplinary action;
- academic probation based on educational or clinical performance
- termination based on educational or clinical performance; or
- non-renewal of a Graduate Medical Education agreement.

C.3. Grievance Procedure

1. All requests for grievance must be in writing and must be submitted to the Department Chairperson within fifteen (15) calendar days of the resident's receipt of the written notice of the actions described above in Section C.2.
2. The written request for grievance must include the following information:
 - a description of the action from which the grievance is taken;
 - the date of the action; and
 - the reason(s) why the action should be overturned.

The written request for grievance must also specifically state whether the resident would like the grievance determined through the submission of documents or by hearing. A resident who fails to request a hearing in the manner specified above shall have waived any right to a hearing.

A resident who fails to request a grievance in writing within the time and in the manner specified above shall have waived any right to a grievance.

3. If the grievance will be determined through the submission of documents, the following procedure will apply:
 - (a) The Department Chairperson shall forward the written request for grievance to the Chief of Staff within five (5) calendar days of receipt.
 - (b) If the Chief of Staff did not take the action subject to grievance, the Chief of Staff may conduct the review of the documents submitted or, at his election, may designate another physician to conduct the review. If the Chief of Staff did take the action subject to grievance, he shall designate another physician to conduct the review.

- (c) Within five (5) calendar days of receipt of the written request for grievance, the Chief of Staff or designee shall notify the resident requesting the grievance and the person(s) whose action is the subject of the grievance (the "respondent(s)") that they have ten (10) calendar days to submit written documentation or other tangible things related to the grievance.
 - (d) The Chief of Staff or designee shall review the information submitted by the parties and issue a written decision within twenty-one (21) calendar days of receipt of the documentation. The Chief of Staff or designee shall provide the resident, the respondent(s), and the Department Chairperson a copy of the written decision. A copy shall also be retained in the resident's file in the Graduate Medical Education Office ("Central Office of Graduate Medical Education").
4. If a hearing is requested, the following hearing procedure will apply:
- (a) The Department Chairperson shall forward the written request for grievance to the Chief of Staff within five (5) calendar days of receipt.
 - (b) If the Chief of Staff did not take the action subject to grievance, the Chief of Staff shall appoint a Hearing Committee of not more than three (3) physicians to conduct the hearing. The Chief of Staff may elect to participate as a member of the Hearing Committee. If the Chief of Staff did take the action subject to grievance, he shall designate another physician to appoint a Hearing Committee of not more than three (3) physicians to conduct the hearing. The designee may elect to participate as a member of the Hearing Committee. The Hearing Committee shall appoint one of its members to serve as the Hearing Chairperson.
 - (c) The hearing shall be held within forty-five (45) calendar days of the Chief of Staff's receipt of the written request for grievance. The Chief of Staff shall notify the resident and respondent(s), in writing, of the date, time and location of the hearing as soon as practicable.
 - (d) The resident and respondent(s) shall notify the Chief of Staff, in writing, not less than 48 hours prior to the date and time of the hearing, of any and all individuals whom he or she intends to present as witnesses at the hearing.
 - (e) The resident or respondent(s) may present any and all information which is relevant to a resolution of the grievance including, testimony of witnesses, written documents and/or other tangible things.
 - (f) The Hearing Chairperson shall decide all questions of procedure and determine the order of presentation of information. The rules of evidence do not apply and all information provided, including hearsay, shall be considered for relevance and reliability by the Hearing Committee.
 - (g) The Hearing Committee may request additional information and/or clarification from the parties and others as it deems appropriate.
 - (h) The Hearing Chairperson shall issue a written report which includes recommendations, if necessary, and a decision regarding the grievance at issue to the Chief of Staff within thirty (30) calendar days of the hearing. The Chief of Staff shall advise the resident and respondent(s) of the Hearing Committee's decision in writing.
5. The following shall also apply to requests for grievance:
- (a) The resident may be assisted by any member of the Loyola community in preparing his/her side of the grievance.

- (b) The procedures are intended to be informal and collegial and to resolve disputes within the framework of the Loyola academic setting. No attorney may participate at any hearing.
- (c) The hearing is not a legal or judicial proceeding and no attempt shall be made to conduct the hearing in accordance with any procedural, statutory, or other rules of procedure, or evidence other than described within this procedure.

C.4. Appeal to the Dean of the Stritch School of Medicine

1. If the resident is dissatisfied with the decision of the Chief of Staff, designee or Hearing Committee, he or she may appeal in writing to the Dean of the Stritch School of Medicine ("the Dean") within fifteen (15) calendar days of receipt of the written decision.
2. The written request for appeal to the Dean must include the following information:
 - a description of the action from which the grievance is taken;
 - the date of the action;
 - a copy of the written decision issued by the Chief of Staff, designee or Hearing Committee;
 - and
 - reason(s) why the action and/or written decision of the Chief of Staff, designee or Hearing Committee should be overturned.

No additional hearing will be conducted at this stage.

A resident who fails to request an appeal in writing within the time and in the manner specified above shall have waived any right to an appeal.

3. The Dean shall provide a copy of the appeal to the respondent(s), the Chief of Staff, designee, or Hearing Committee.
4. The Dean may request additional written information and or clarification from the parties and others, as he or she deems appropriate.
5. The Dean shall issue a final written decision within thirty (30) calendar days of receipt of the written request for appeal. A copy of the Dean's decision shall be sent to the resident; the respondent(s); and the Chief of Staff, designee or Hearing Committee. A copy shall also be retained in the resident's file in the Central Office of Graduate Medical Education.
6. The Dean's written decision is the final decision in the matter under appeal

C.5 Applicability

This grievance procedure governs all disputes regarding the professional performance, conduct and eligibility to continue in the Graduate Medical Education Program at Loyola University Medical Center and any provisions of any departmental rules of conduct which may conflict with or be at variance with these procedures are superseded by this procedure.

C.6 Resolution of Other Matters

For matters related to resident work environment or issues related to the program or faculty, please refer to Policy IIIO Resolution of Resident Issues.

GMEC Approved: April 2000
Reviewed: April 2000
Revised: May 2003, June 2003, Feb 2006, March 2007

III. D. CHIEF RESIDENT POLICY

D. 1. Definition

The chief resident is a senior resident appointed by the program director to supervise junior residents, develop rotation schedules and perform other administrative duties as assigned by the program director. There are currently three types of chief residents in the system:

1. Additional year past first certification. (These include: Medicine and Pediatrics.)
2. Final year of first certification the chief resident responsibility is shared by all at the same level. (These include: Neurological Surgery, OB/GYN, Orthopaedics, Otolaryngology, Psychiatry, Radiology, Urology and Surgery.)
3. Final year of first certification the chief resident responsibility is given to one resident in that final year of certification group. (These include: Anesthesiology, Neurology, and Nuclear Medicine.)

D.2. Salary

All chief residents will receive the stipend appropriate to their training level. An additional chief resident stipend may be assigned by the department and will be paid through the department account.

D.3. Appointment procedure

1. The program director will appoint chief resident(s) for the program.
2. Terms may be less than one year, in which case the resident will be paid the chief's supplement for the period in which he/she is appointed.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

III.E. PROGRAM DOWNSIZING

E.1. Introduction

1. The purpose of this policy is to provide for an orderly and equitable transition when downsizing of a program becomes a decrease in resident enrollment, department restructuring for economic or programmatic reasons, or other reasons which may require downsizing of a program.
2. It is Loyola's goal to balance its needs and minimize any disruption of healthcare and/or educational services while respecting the dignity of residents affected.
3. In planning, implementing, downsizing or closure of a program, the following objectives are set forth to guide management:
 - (a) To maintain the standards and quality of patient care.
 - (b) To provide education and services for residents in the Jesuit tradition of excellence.
 - (c) To provide appropriate notice, alternative opportunities where possible, and/or University approved services to residents affected by the downsizing of a program.
4. In analyzing the program affected, the chair of the department and program director must work in direct consultation with and obtain the approval of the Graduate Medical Education Committee prior to announcing or finalizing any specific program reductions. Management guidelines for resident reductions will be adapted and issued to cover any institution specific situation as needed.

E. 2. Recognition and Action

To the extent possible, Loyola will provide a minimum of six (6) months notice in advance of any program reduction.

1. Benefits

- (a) Medical and Dental Coverage
Residents affected by the program reductions who are enrolled and covered in a Loyola group medical and/or dental plan may extend their coverage under the group plans for a period of up to six (6) months, or until enrolled in a residency program elsewhere and eligible for coverage (whichever occurs sooner).
- (b) After the six-month period, affected individuals may continue coverage under the provisions of COBRA.

2. Life and Long Term Disability

Insurance coverage ceases as of the last day of training. The life insurance plan may be converted during a 30-day grace period to a direct pay plan by contacting the carrier. The long-term disability plan is not convertible.

3. Tuition Assistance Benefit

Eligible dependents enrolled and utilizing the tuition benefit at Loyola University of Chicago may complete the academic year under the provisions of the tuition assistance policy in place at the time of the program reduction.

4. Continuation or Transfer Eligibility

If feasible, Loyola University Medical Center may allow residents already enrolled in the program to complete their training program. When continuing a resident's education is not feasible, Loyola University Medical Center, will, to the degree possible, assist residents affected by program closure in enrolling in a program where they can continue their education. There is no guarantee, however, that a resident will be selected for another program within or outside of Loyola

E. 3. Policy Priority

1. Loyola will plan and implement program reduction guidelines for each situation, consistent with applicable Graduate Medical Education Committee policies and procedures.
2. The chair and program director are responsible for communicating necessary information to the department.
3. All differences of opinion, interpretation and application of this policy and its supporting guidelines are reserved for final determination by the Graduate Medical Education Committee.

GMEC Approved: April 7, 2000

Reviewed: April 2000

Revised: March 2007

III.F. DELINQUENT MEDICAL RECORDS

F. 1 Introduction

The timely completion of medical records is important to all institutions with respect to accreditation standards and the adequacy of patient care.

F.2. Loyola University Medical Center Policy

1. When a resident fails to complete required patient records within the time limit determined, not to exceed ten (10) days from the time of discharge, he/she may be removed from service responsibilities until those records are complete.
2. Residents will be expected to dictate discharge summaries on patients, which they have been assigned on a service.
3. The time off service will be charged to his/her vacation allowance. In the event that vacation time has expired, the time off will be considered as a leave of absence without pay.
4. Prolonged failure to comply will result in additional disciplinary action up to and including dismissal from the program.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

III. G. EVALUATIONS and PROMOTION

G.1. Introduction

Evaluation is a key component of any residency program. All programs must comply with the ACGME's Common Program Requirements and their specific residency review committee program requirements.

Each program must possess a written statement that outlines its educational goals with respect to the knowledge, skills, and other attributes of residents for each major assignment and for each level of the program. This statement must be distributed to residents and faculty, and must be reviewed with residents prior to their assignments.

G. 3. Standards and Procedures for Evaluation

The standards by which Loyola evaluates each resident shall include:

1. The goals and objectives of the residency training program in which the resident is enrolled.
2. The qualifications, knowledge and skills needed by the residents to pass the requirements for board certification in the specialty.
3. The procedural and quality standards, which Loyola must meet in, order to maintain licensure and accreditation.
4. The ACGME competencies of medical knowledge, patient care, system-based practice, practice-based learning and improvement, communication and professionalism.

G.4. Resident Evaluation by Faculty

1. The form of the evaluation will be at the discretion of the program director.
2. While the content of specific performance evaluations will be discussed, the program director may choose not to reveal the identity of the individual faculty evaluator.
3. Except in those programs where the program director chooses not to reveal the identity of the individual faculty evaluator, residents have ready access to view and/or print electronic copies of their evaluations via the electronic residency management system.
4. Each program director (or designate) will provide a resident with a formal evaluation semi-annually.
5. During the meeting the program director (or designate) will review individual or summary evaluation data. The resident and program director (or designate) will acknowledge review of the evaluations or summary via signature.
6. The resident will be allowed to submit written comments, which will be included in the resident's program file.
7. The program director must provide a final evaluation for each resident who completes the program. The evaluation must include a review of the resident's performance during the final period of education and should verify that the resident has demonstrated sufficient professional ability to practice competently and independently. The final evaluation shall be part of the resident's permanent record maintained by the institution.

G.5. Faculty Evaluation by Residents

1. Programs are required to provide residents opportunity to evaluate faculty at least annually, however, more frequent evaluation opportunities, preferably at the end of each rotation, are encouraged.
2. All evaluations of faculty will be collected and reported in a manner that protects resident confidentiality as required by the institutional Graduate Medical Education Committee.
3. All evaluations of faculty will include, at a minimum, the standard questions as required by the institutional Graduate Medical Education Committee.

G.6. Evaluations of Program/Rotations by Residents

1. Programs are required to provide residents opportunity to evaluate the program at least annually, however, more frequent evaluation opportunities, preferably at the end of each rotation, are encouraged.
2. All evaluations of the program will be collected and reported in a manner that protectects resident confidentiality as required by the institutional Graduate Medical Education Committee.
3. All evaluations of the program will include, at a minimum, the standard questions as required by the institutional Graduate Medical Education Committee.

G.7. Responsibility of the Training Program for Maintaining Resident Evaluation Records

1. Each residency training program office will keep all resident semiannual review evaluations in the resident's permanent files. Maintenance of individual evaluations is not required.
2. A resident may have his or her own file reviewed with the program director or designated staff member by appointment.
3. Resident files will be made available to the Graduate Medical Education Office and Chief of Staff/Administrative Director GME upon request, consistent with Loyola policy on record access.

G. 8. Promotion and Advancement

1. Advancement to the following PGY-level is not automatic, but must be recommended by the program director. The program director may withdraw an offer based on a resident's performance at any time prior to the new agreement date. Residents on probation must fulfill the requirements specified in the conditions for probation before they will be advanced.
2. The conclusions of the program director based on individual evaluations, semi-annual progress reports and all other available information, will provide the basis for determining whether a resident is ready for advancement to the subsequent year of the program or for graduation from the program.
3. The specific criteria for resident evaluation and promotion must be consistent with the guidelines of the Residency Review Committee, the Specialty Board, or other agencies that promulgate educational standards for certification in that discipline.

G. 9. Non-renewal

1. It is expected that programs provide the resident(s) with a written notice of intent not to renew a resident's Agreement no later than four months prior to the end of the resident's current Agreement. However, if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the Agreement, the Sponsoring Institution must ensure that its ACGME-accredited programs provide the residents with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the Agreement
2. All such notification will be in writing, and copied to the Central Office of Graduate Medical Education.

G. 10. Declining to Sign the Graduate Medical Education Agreement

1. A resident may choose to decline to renew an offered agreement for the following year by not signing and returning the agreement.
2. The resident will remain in good standing during the remainder of the current agreement without prejudice and will perform the usual resident functions until the end of the term of the agreement.

G. 11. Due Process

Any resident enrolled in a multi-year program who, under normal circumstances would receive an agreement for the following academic year, and is denied due to the action of the program director as described in the sections listed above, is entitled to due process, including all grievances, as described in the Grievance Procedure.

G. 12. Resident Resignation

1. Any resident wishing to resign must submit a written request for release from the remaining term of their agreement to their program director.
2. A copy must be forwarded to the Central Office of Graduate Medical Education. Because the Agreement is a legal document, the program director has the right to delay or specify the actual termination date to ensure coverage of services.
3. The resident will be terminated on the date agreed to by the program director. The stipend will be issued at the next regular payday, provided the resident has completed the proper checkout process.

September 23, 1993; June 23, 1994
GMEC Approved: October 23, 1996

Reviewed: October 23, 1996
Revised: June 2003, Feb, 2006, March 2007

III. H. LICENSING AND RESIDENT ELIGIBILITY

H. 1. Introduction

This policy establishes conditions to ensure that residents do not engage in medical practice prior to receiving appropriate licensure and all forms, visas or other permits as may be required by the U.S. Immigration and Naturalization Service. It is the responsibility of the resident to obtain and maintain, at his/her own expense, medical licensure in the State of Illinois. ***Note: Residents without a valid State of Illinois medical license, appropriate work authorization or social security number cannot hold an Agreement, participate in clinical and laboratory activities (including observation) or research at any clinical training site and cannot be paid.***

H. 2. Definition for Valid License

1. A valid temporary license is defined as an Illinois temporary license specific to the Loyola residency training program and with an effective date not later than the resident's first day of residency.
2. A valid permanent license is defined as an Illinois permanent license with an effective date not later than the resident's first day of residency.
3. No license is valid past its expiration date unless provided for by Illinois state laws and regulations.

H. 3. Notification for filing license applications

1. The Central Office of Graduate Medical Education will notify each applicant accepted into a residency training program that he/she must be able to document that they submitted a completed license application no later than 60 days prior to their projected start date.
2. Each resident currently enrolled in a residency training program will also receive written notice not later than 120 days prior to temporary/permanent license expiration. He/she must be able to document that they applied for a renewal or permanent license no later than 60 days prior to the expiration date.
3. Administrators/program directors will be notified via reports as to the status of each incoming resident's license application, and whether the resident completed the application prior to the deadline.
4. The Central Office of Graduate Medical Education will contact each administrator/program director with a list of residents who have not received their license by the Agreement date.

H.4. Resident Letter

1. Each resident not licensed but having met the 60 day cutoff for initial application or renewal will sign a statement which informs him/her that they may not be able to begin training until a license has been received from the State of Illinois.
2. The resident is not currently eligible to participate in any way in clinical activities with their program including observation in clinical or laboratory areas. Evidence that the resident

examined or treated patients will be cause for immediate dismissal from the Loyola residency training program.

3. The resident may attend lectures and conferences, but will not be permitted to participate in any capacity for the medical center or in their program.

H.5. Agreement Dates

1. The program director may be required to extend the Agreement dates for any resident who begins late because of licensing problems.
2. The program director may terminate any resident who has not obtained a license as stated in the Graduate Medical Education Agreement, after consulting with the Chief of Staff.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

Revised: June 2003, March 2007

III. I. ROTATIONS AND OFF-SITE ELECTIVES

I. 1. Definition

1. Any Loyola resident assignments or rotations at other institutions must meet the educational needs of the trainee.
2. It is the responsibility of the program director to communicate with the Graduate Medical Education Office ("Central Office of Graduate Medical Education") to create an affiliation agreement or memorandum of understanding with the institution, and to ensure that accreditation standards including supervision, working hours, and safety are followed.
3. The administrator/program director will report rotation assignments and revisions in writing to the Central Office of Graduate Medical Education/Finance Department on a timely basis.

I. 2. Electives

1. Loyola residents may, with the program director's permission, participate in training programs outside of the affiliated hospital system. These assignments, when performed outside the system and on an irregular basis, are referred to as "electives."
2. While it is within the program director's discretion to allow electives, the appropriate justification should be to provide training experience not available in the Loyola system. When requesting an elective, the program must reimburse the Central Office of Graduate Medical Education for the resident on an elective rotation by submitting a plan for funding to provide salary and fringe benefits.
3. Program directors must submit a request for the resident's elective request and program director's recommendation to the Chief of Staff for approval with documentation as to the dates and locations of the assignments.
4. Loyola may not certify malpractice coverage for the resident's participation in an elective outside of Loyola. The residency training program will be required to obtain and maintain malpractice coverage while the resident is on an elective rotation if not otherwise provided.

I.3 International Service Immersion/Missions

Resident may elect to participate in international service immersion or other foreign mission trips sponsored by the institution with the expressed written permission of their program director.

Program sponsors are encouraged to secure funding to defray the cost of resident salary and benefits during their participation in these activities. In the event that these funds are not available in whole or in part, residents who elect to participate in these activities will be expected to utilize vacation time for the balance of unfunded time away.

Residents who elect to participate in these activities are required to provide all requisite documentation prior to departure.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

Revised June 2003, March 2007

III. J. RESIDENT WELLNESS

J.1. Policy

Loyola is committed to providing a safe environment and to protecting the health and welfare of patients, students, faculty, visitors and employees as well as residents.

Residents are expected to report to Loyola fit for duty, which means they are able to perform their clinical duties in a safe, appropriate and effective manner showing concern, respect, care and cooperation with faculty, staff, patients and visitors. Loyola encourages residents to seek assistance voluntarily before clinical, educational and professional performance is affected.

J.2. Resources Available to all Residents

1. Employee Assistance Program (EAP)

EAP is designed to offer assessment, referral, and/or short term counseling for personal problems, including stress, depression, grief, family, financial, legal problems, and drug and alcohol dependence. EAP services are free and confidential. Residents can contact EAP at (708) 216-4129.

2. Loyola's Department of Psychiatry

The Department of Psychiatry offers assessment, referral and/or treatment by both psychiatrists and psychologists for personal problems including stress management and marital or family issues. These services are confidential. Residents can contact the Department of Psychiatry at (708) 216-3276 or after hours at (708) 216-9000.

3. University Ministry and Pastoral Care

The departments of University Ministry and Pastoral Care offer spiritual and emotional support services to residents. University Ministry and Pastoral Care services are free and confidential. Residents can contact University Ministry at (708) 216-3245 and Pastoral Care at (708) 216-9056.

4. Loyola's Department of Social Work

The Department of Social Work offers services by licensed professional social workers. Department of Social Work services are free and confidential. Residents can contact the Department of Social Work at (708) 216-4044.

5. Outside Resources

In addition to providing services internally, the resources listed above can also provide residents with resources outside of Loyola.

J.3. Resident Responsibility

1. Residents are responsible for reporting to Loyola fit for duty and able to perform their clinical duties in a safe, appropriate and effective manner free from the adverse effects of physical, mental, emotional and personal problems.

2. If a resident is experiencing problems, he/she is encouraged to voluntarily seek assistance before clinical, educational and professional performance; interpersonal relationships or behavior are adversely affected. Residents, who voluntarily seek assistance for physical, mental, emotional and/or personal problems, including drug and alcohol dependency, before their performance is adversely affected, will not jeopardize their status as a resident by seeking assistance.

J.4. Residency Training Program Responsibility

1. It is the responsibility of each program director and all faculty members to be aware of resident behavior and conduct.
2. If a program director or faculty member observes physical, mental, or emotional problems affecting the performance of a resident, the member must take steps to verify the impairment and take appropriate actions.
3. Chief residents should also be aware of the behavior and conduct of junior residents. If a Chief resident observes physical, mental, or emotional problems affecting the performance of a resident, the chief resident should immediately notify the program director or designee.
4. It is the responsibility of the Program to provide reasonable accommodations (i.e. duty assignments, on-call schedules), to enable the resident to participate in mandated counseling.

J.5. Fitness for Duty Procedure

1. When a program director/designee or a faculty member observes or is informed of a resident who is not performing his/her duties safely, appropriately, and effectively, or whose behavior is inappropriate, or when an odor of alcohol is present, the program director/designee or faculty member is to remove the resident from duty immediately and escort (or have the resident escorted) him/her to Occupational Health Services ("OHS"). During off-hours, holidays and weekends, the resident should be escorted to the Emergency Department. When a program director/designee and/or faculty member needs assistance in determining whether or not a fitness for duty exam is warranted, he/she may seek assistance from EAP.

Fitness for duty evaluations include testing for chemical (e.g. alcohol and drug) levels and a medical evaluation or referral for psychiatric evaluation or any other evaluation or follow-up deemed necessary.

2. The program director and/or faculty member must document the reasons for the fitness for duty evaluation. The documentation should be submitted to OHS at the time of the evaluation. The documentation should be labeled "CONFIDENTIAL" and include a description of the resident's behavior and the identification of witnesses who observed the behavior.
3. The program director/designee and/or faculty member must notify the Central Office of Graduate Medical Education as soon as possible. The program director/designee and/or faculty member and the Central Office of Graduate Medical Education will take steps to ensure the confidentiality of all exams, reports, and correspondence in the matter.
4. Residents are required to cooperate fully with the program director/designee and/or faculty member and medical personnel. Residents must sign consent forms for both the evaluation and communication of its results. Refusal on the part of the resident to cooperate with the evaluation is grounds for termination of the resident's Graduate Medical Education agreement.
5. Residents referred for a fitness for duty evaluation are relieved from duty pending the outcome of the evaluation.

6. OHS will direct the resident to contact EAP for a follow-up assessment once the fitness for duty evaluation is completed. OHS will communicate the results of the evaluation to the program director and the Central Office of Graduate Medical Education.

J.6. Return to Duty

1. If OHS and EAP determine the resident is fit for duty, the resident will resume clinical duties after meeting with the EAP and the program director.
2. If OHS and EAP determine the resident is not fit for duty, the program director will relieve the resident from his/her clinical duties/responsibilities. The resident will continue to be paid under the sick leave policy until benefits are exhausted, at which time, he/she will be placed on a disability leave of absence (as defined by the benefit policy).
3. In consultation with OHS and EAP, the program director will decide how and when to allow the resident to resume his/her clinical duties. The resident's continued participation in the residency training program will be subject to conditions of behavior and/or performance that the program director will document in a Return to Work or other agreement, in cooperation with EAP.
4. The resident must participate fully in all mandated counseling and monitoring activities. Failure to do so may result in disciplinary actions, including dismissal from the residency training program.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000
Revised: September 2004

III. K. ACADEMIC PROBATION

K.1. Introduction

Academic probation is a circumstance in which the program director notifies a resident in writing of educational and clinical deficiencies, which must be corrected within a stated period of time. Failure to make such corrections may result in a continuation of the probationary period or termination from the program. Salary and benefits remain in full force during the probationary period.

K.2. Probation

1. The program director shall schedule a meeting with the resident to discuss the reason(s) for probation, the remedial action required by the resident and the dates of the probationary period.

The program director must notify the resident and the Graduate Medical Education Office ("Central Office of Graduate Medical Education") in writing of the probation including:

- the reason(s) for probation;
- the remedial action required; and
- the dates of the probationary period.

Copies of the correspondence shall be placed in the resident's department file and the Central Office of Graduate Medical Education file.

3. At the end of the probationary period, the program director shall meet again with the resident to review performance. Depending upon the resident's performance, he or she may be:
 - removed from probation;
 - given an additional period of probation; or
 - terminated from the program.
4. A statement regarding the action shall be maintained in the resident's department file and the Central Office of Graduate Medical Education file.
5. No resident shall be advanced to the next PGY level or afforded a new graduate medical education agreement while on academic probation. Any graduate medical agreement signed while a resident is on academic probation shall be null and void.

K.3. Grievance of Academic Probation

A resident has the right to grieve a termination based on educational or clinical performance. The process and requirements for filing a timely grievance are contained in the Grievance Procedure set forth in III.C of the Loyola University Medical Center Resident Handbook.

K.4. Applicability

Although various departments at Loyola may establish educational and clinical standards for residents assigned to those departments, this policy governs all situations regarding the clinical and educational performance and eligibility to continue in a Graduate Medical Education Program at Loyola University Medical Center and any provisions of any departmental standards which may conflict with or be at variance with policy shall be superseded by this policy.

GMEC Approved: April 7, 2000

GMEC Revised: April 2002

Revised: June 9, 2003

Revised: Feb 2006

III.L. CORRECTIVE DISCIPLINARY ACTION

L.1. Introduction

Whenever the professional activities, conduct or demeanor of a resident interferes with the discharge of assigned duties or the discharge of duties of other Loyola or affiliated institution employees, or jeopardizes the well-being of patients or employees, Loyola, through its administration, reserves the right to institute appropriate corrective measures including disciplinary action up to and including termination.

L.2. Causes for Corrective Disciplinary Action

The following is a list of resident actions and behaviors, which may result in disciplinary action, up to, and including termination for the first offense. This list is not exhaustive and other actions or behaviors may lead to disciplinary action, up to and including termination.

1. Behavior that threatens the well being of patients, medical staff, employees or the general public.
2. Substantial or repetitive conduct that is considered by the resident's supervisor to be professionally or ethically unacceptable or which is disruptive to the normal and orderly function of the institution to which the resident is assigned.
3. Failure to conform to the principles outlined in the Graduate Medical Education Agreement or to the policies and procedures of Loyola University Medical Center.
4. Failure to comply with federal, state and local laws (directly or indirectly related to the medical profession.) Convictions for offenses other than minor traffic violations may be cause for dismissal.
5. Fraud by commission or omission in application for residency position or in completing of other Loyola or patient care related documents.
6. Conviction of a criminal offense related to healthcare fraud or exclusion, debarment, sanction or other declaration of ineligibility for participation in a federal or state healthcare program.
7. Suspension, revocation or any other inactivation, voluntary or involuntary, of medical licensure by the State of Illinois.
8. Continued or unexcused absence from duty assignments.
9. Absence from duty assignment without appropriate departmental consent.
10. Failure to perform the normal and customary duties of a resident as defined in the ACGME "Institutional Requirements."
11. Harassment or abuse of patients, other residents or hospital staff.
12. Failure to provide safe, effective and compassionate patient care commensurate with the resident's level of advancement and responsibility.
13. Breach or violation of patient confidentiality
14. Conduct or behavior which may cause embarrassment or bring disrepute to Loyola, its graduate medical education training program or its employees and medical-dental staff.

L.3. Disciplinary Action

1. Initiation of disciplinary action shall be the province of the program director or the Chief of Staff. Residents may be subject to written warning, suspension or termination. Discipline may be progressive, in that it follows the order listed below. However, depending upon the severity of an incident or extenuating circumstances, discipline may begin at any stage, including termination.

2. Written Warning

The program director or Chief of Staff may issue a letter of warning to a resident in response to an identified problem. The letter will detail the situation, the action required to correct the problem, and the consequences of failing to correct the problem. A copy of the letter will be placed in the resident's departmental file and the Graduate Medical Education Office ("Central Office of Graduate Medical Education") file.

3. Suspension

Suspension is a corrective action where the resident is temporarily removed from program duties. Suspensions are unpaid; however, benefits will remain in full force during the suspension. During the suspension, the resident will not receive credit for the training time.

The program director or the Chief of Staff may initiate a suspension when he or she believes that a resident's removal from duty is in the best interest of Loyola or its patients. If necessary, residents may be suspended pending the investigation of an incident. Upon conclusion of the investigation, the resident may be:

- restored to full duty (Back pay will be awarded if the results of the investigation establish that suspension was unwarranted.); or
- terminated.

The program director or the Chief of Staff shall provide the resident with a letter detailing the reason(s) for suspension including:

- the length;
- the action required to correct the problem; and
- the consequences of failing to correct the problem.

Copies of the correspondence shall be placed in the resident's departmental file and the Central Office of Graduate Medical Education file.

No resident shall be advanced to the next PGY level or afforded a new graduate medical education agreement while on suspension. Any graduate medical education agreement signed while a resident is on suspension shall be null and void.

4. Termination

If corrective disciplinary action does not improve a resident's behavior or actions or if a major violation of hospital policy or Resident policy occurs, the resident may be terminated from participation in Loyola's residency training program. Termination may occur even if the resident holds a current Graduate Medical Education agreement

The program director or the Chief of Staff shall provide a letter to the resident detailing the reason(s) for termination and the effective date.

Copies of the correspondence shall be placed in the resident's department file and the Central Office of Graduate Medical Education file.

L.4. Grievance of Corrective Disciplinary Action

A resident has the right to grieve disciplinary action taken against him or her. The process and requirements for filing a timely grievance are contained in the Grievance Procedure set forth in III.C of the Loyola University Medical Center Resident Handbook.

L.5 Applicability

Although various departments at Loyola may establish standards for the professional conduct of residents assigned to those departments, this governs all situations regarding the professional performance, conduct and eligibility to continue in the Graduate Medical Education Program at Loyola and any provisions of any departmental standards of conduct which may conflict with or be at variance with this policy shall be superseded by this policy.

GMEC Approved: October 23, 1996
GMEC Approved: April 7, 2000
GMEC Revised: April 2002
Revised: June, 2003, Feb. 2006, March 2007

III.M. HARASSMENT/ABUSE IN THE WORKPLACE

M.1. Policy

1. Loyola is committed to a workplace environment which is free of harassment or abuse of any kind. This policy reaffirms Loyola's opposition to harassment on the basis of race, color, religion, national origin or ancestry, gender, age, marital status, veteran status, physical/mental handicap/disability, or sexual orientation and emphasizes that learning opportunities and patient care must not be interfered with by harassment.
2. Accordingly, Loyola will not tolerate any form of harassment/abuse by or of its residents, employees, faculty, students, or patients. To the extent practicable, Loyola will attempt to protect the Loyola community from harassment by vendors, consultants and other third parties who interact with the Loyola community. All complaints of harassment/abuse are taken seriously and no one reporting a complaint, including third parties, will suffer retaliation or reprisal.
3. In the event a resident believes he/she is being harassed/abused for any reason, he/she should contact the chief resident, the program director, the department chairman, the Graduate Medical Education Office, or Department of Human Resources in a timely fashion. Complaints of harassment will be treated in confidence to the extent feasible, given the need to conduct a thorough investigation and to take corrective action.
4. In the event that a patient accuses a resident of harassment/abuse, the resident shall be immediately removed from the workplace pending outcome of an investigation.
5. For further information, please refer to Human Resource Policies G-13 and SF-3.

GMEC Approved: September 7, 1995

Reviewed: April 7, 2000

Revised: June, 2003, March 2007

RESIDENT HANDBOOK
Policies and Procedures

III. N. TERMINATION/COMPLETION OF RESIDENCY PROGRAM

N. 1. Resident Resignation

1. Any resident wishing to resign must submit a written request for release from the remaining term of their agreement to their program director.
2. A copy must be forwarded to the Graduate Medical Education Office. Because the Agreement is a legal document, the program director has the right to delay or specify the actual termination date to ensure coverage of services.
3. The resident will be terminated on the date agreed to by the program director. A final paycheck will be issued at the next regular payday, provided the resident has completed the proper checkout process.

N. 2. Termination/Exit Requirements

1. Program directors must provide each resident with a final evaluation prior to termination.
2. Final checks and certificates will be held until all equipment including pagers, identification card, parking keycards and hang tags, department keys, and library books have been returned to the proper department.
3. The resident must complete the check out sheet provided to him/her before the last stipend will be issued. The resident must follow sign out procedures.

GMEC Approved: September 7, 1995

Reviewed: September 7, 1995

Revised: June 9, 2003

III. O. RESOLUTION OF RESIDENT ISSUES

- O. 1. Loyola will provide various means by which the individual can address issues and concerns in a confidential and protected manner.
1. **Personal Safety and Work Environment concerns**
Any resident concerned for their personal safety or whose work environment is compromised due to behavioral or environmental factors should report their concerns immediately as outlined in the policy Harassment/Abuse in the Workplace (III.M.).
 2. **Residency/Fellowship Departmental concerns**
 - a) With regard to a service or rotation, issues should be brought to the supervising resident.
 - b) If satisfaction is not obtained, an appeal may be made to the chief resident of the department. A program without a chief resident may bring concerns to the program_director.
 - c) Resident comments or concerns about a member of the Medical Staff should be brought directly to the chief resident of the department, who shall refer such matters to the program director of the department.
 3. **Hospital Personnel concerns**
Concerns or issues dealing with general administrative difficulties should be brought to the attention of the appropriate administrative personnel to rectify the situation.
 4. **Concerns of a confidential matter**
 - a) The Loyola Resident Governance Organization is a means to express concerns in a confidential manner. Issues may be addressed to the department council representative or an officer through verbal means or written correspondence. The representative or officer may bring the issue to the Organization or discuss with hospital administration to resolve the concern in a personal manner.
 - b) **Chief of Staff/Graduate Medical Education Office**
The Chief of Staff and the Graduate Medical Education Office are available to assist residents with concerns regarding residency training, departmental or hospital administration issues. The function of these offices is to assure fairness and uniformity of standards among departments.
 - c) **Grievance Procedure**
The Grievance Procedure provides a forum for the fair resolution of disputes regarding the resident's professional performance, conduct and eligibility to continue in the Graduate Medical Education Program. This policy is listed in the Resident Handbook, or a copy may be requested from the Graduate Medical Education Office.

GMEC Approved: August 11, 2000

Reviewed: August 11, 2000

GMEC Policy Subcommittee Approved: July 15, 2000

Revised: June 2003, Feb 2006, March 2007

RESIDENT HANDBOOK
Policies and Procedures

III.P. Corporate Compliance

P.1. Corporate Compliance

Corporate Compliance is a term that refers to an organization's ability to live within the law. The term may be defined by considering both its legal and ethical components. **To be legally compliant**, we should comply with federal, state and local laws and regulations. **To be ethically compliant**, we should follow the Jesuit example and be men and women for others. In health care, corporate compliance includes expectations that reflect a concern for what patients, employees and the community regard as fair or just. These expectations are described in Loyola's Standards of Conduct.

1. Loyola is committed to conducting its affairs in an ethical manner. Care, concern, respect and cooperation, respect for life and the valuing of human dignity are the stated values of our institution. Consistent with our Jesuit and Catholic traditions, Loyola has a commitment to social justice and responsibility and seeks to interact with patients, employees, students, members of the public at large, vendors, contractors, third party payers and others in compliance with applicable laws and regulations.
2. Standards of Conduct define Loyola's expectation for conduct for all employees. The standards combine ethical and legal requirements. All new employees, residents and physicians receive training in the corporate compliance standards of conduct and annually thereafter. If you suspect a compliance problem or have a concern:
 - Tell your supervisor (attending, chief resident, program director or chairman) or
 - Contact the Department of Corporate Compliance (Loyola University Hospital, room 1752, 6-2036) or
 - Call the Compliance Hotline at 1 (800) 424-6308 or
 - Call the Office of Graduate Medical Education at 7-4GME

P.2. In striving to be legally compliant, Loyola works hard to ensure that it creates accurate and truthful patient bills and submits accurate claims for payment to all payers, including Medicare and Medicaid, commercial insurance, or our patients. Several federal and state laws and regulations require accuracy in health care billing.

1. The Federal False Claims Act (FCA)

The Federal False Claims Act (FCA) makes it a crime for any person or organization to knowingly present a false or fraudulent claim for payment to the government. An example of a false claim includes knowingly billing Medicare for services that were not provided. Violations of the FCA may result in penalties of up to three times the amount owed; fines ranging from \$5,000 to \$10,000 for each count of fraud; and/or imprisonment of 5-10 years. The FCA allows individuals with direct knowledge of a false claim to file a lawsuit in federal court on behalf of the U.S. government alleging fraud against the government. If the claim results in a finding of fraud, the individual bringing the case may receive between 10% and 30% of any damages recovered. The FCA protects anyone who files a false claim lawsuit from retaliation for filing the suit. If a court finds that the employer retaliated against the employee, the court can order reinstatement, two times the amount of back pay owed, interest on back pay and reasonable attorney's fees.

2. Program Fraud Civil Remedies Act of 1986 (PFCRA)
Under the Program Fraud Civil Remedies Act of 1986 (PFCRA) anyone who submits a false claim or causes a false claim to be submitted to the U.S. Department of Health and Human Services (as well as other certain federal agencies) is subject to a civil penalty of up to \$5,000 per claim regardless of whether property, services, or money is actually delivered or paid. If payment has not been made, the person who submits the false claim is also subject to an assessment of up to two times the amount of the false claim.
3. Federal Criminal Code on Health Care Fraud
The Federal Criminal Code on Health Care Fraud provides that anyone who knowingly and willfully executes or attempts to execute a plan to (1) defraud any health care benefit program; or (2) to obtain, by means of fraud, any of the money or property owned by, or under the custody or control of any health care benefit program, in connection with the delivery of or payment for health care benefits/items/services shall be fined and/or imprisoned for up to 10 years. More serious penalties apply if serious bodily injury or death results.
4. Illinois Whistleblower Reward and Protection Act (IWRPA)
The Illinois Whistleblower Reward and Protection Act (IWRPA) is the state version of the FCA discussed above. The two main differences between the FCA and the IWRPA are that cases brought under the IWRPA are litigated in state court and the penalties are higher - \$5,500 to \$11,000 plus three times the amount of damages and costs.
5. Illinois Insurance Fraud Claims Prevention Act
The Illinois Insurance Fraud Claims Prevention Act prohibits remuneration for patient referrals where an insurance company will ultimately pay the claim. Penalties include civil fines of \$5,000 to \$120,000 per violation, plus up to three times the amount of each claim under a contract of insurance.

P.4 Institutional Compliance Program

Loyola's Department of Corporate Compliance supports compliance with the Standards of Conduct and applicable laws and regulations by:

- Monitoring and auditing to prevent or detect errors in coding or billing;
- Educating Loyola employees, residents and physicians that they are responsible for reporting suspected compliance problems or concerns;
- Investigating all reported concerns and correcting any billing errors discovered; and
- Working with Human Resources to protect Loyola employees, residents and physicians from adverse action when they do the right thing and report compliance problems or concerns.

P.5 Retaliation/Adverse Action/Disciplinary Action

Any form of retaliation or adverse action against any employee who reports a compliance problem or concern in good faith is strictly prohibited; however, an employee who knowingly makes a false report will be subject to corrective disciplinary action.

For more specific information on Loyola's Corporate Compliance Program and activities, please contact the Department of Corporate Compliance at 6-2036 or consult the Department of Corporate Compliance web page on loyola.wired (LUHS intranet).

GMEC Approved: Feb 2007

IV. BENEFITS

- A. Guide to Benefits
- B. Leave Policies
- C. Insurance and General Benefits
- D. Parking Policy
- E. Stipends and Payroll
- F. Other Services Available

IV.A. GUIDE TO RESIDENT BENEFITS

Loyola has developed an extensive benefits program for residents* and their dependents. Each new resident will receive a complete package of medical and dental coverage information and it is the responsibility of the resident to review this material and refer to the information during his/her residency.

Dependents include a resident's spouse and any unmarried dependent children under the age of 23. The benefits package includes health insurance coverage, dental coverage, reimbursement accounts, life insurance, long-term disability, supplemental retirement annuities, and workers' compensation. The options are briefly described below.

* In keeping with the *Graduate Medical Education Directory* and the ACGME, the word "resident" is used to designate all graduate medical education trainees in the Loyola University Medical Center Graduate Medical Education programs.

IV. B. LEAVE POLICIES

B. 1. Sick Days

Paid sick days are provided to offset loss of earnings because of illness. Sick days may not be used for vacation time or personal leave. Sick leave is granted to residents who are absent from work and unable to perform their assigned duties due to their own personal illness. Each resident is allowed twelve (12) calendar days of paid sick leave per agreement year. Absences due to sickness or injury should be reported to the program director and chief resident. Any sick days not used during a given year cannot be carried over to the following year.

B. 2. Family Medical Leave Act

It is the policy of Loyola to grant residents family leave in accordance with the Family and Medical Leave Act ("FMLA") of 1993. The intent is to provide residents up to twelve (12) weeks of job protected leave during any twelve (12) month period. To be eligible for leave, a resident must have been employed by Loyola for at least twelve months and worked for at least 1250 hours in the twelve months preceding the leave. A resident may request FMLA leave to care for an immediate family member (spouse, child, or parent) who has a serious health condition; the birth, adoption, or foster care placement of a child; or for his/her own serious health condition.

Typically, a FMLA leave is unpaid; however, a resident's available paid time off and, in the case of a resident's own illness, sick days will be used concurrently with the FMLA leave. Once a resident's available paid time off is exhausted, the FMLA leave will be unpaid.

Residents must submit requests for FMLA leave in writing as soon as possible prior to the beginning of leave. The resident should provide the program director, the Department of Human Resources, and the Graduate Medical Education Office with a copy of the request. Where applicable, the resident must also complete appropriate forms with the Department of Human Resources to continue medical, dental, life insurance and long-term disability coverage during the FMLA leave. The resident will be billed for the amount of any payroll deductions to continue insurance coverage. If the FMLA leave exceeds the allowable absence by specific board requirements or causes the resident to miss a key rotation, the resident must extend his/her training to complete the requirements and/or rotation.

B. 3. Maternity/Paternity Leave of Absence

It is the policy of Loyola to grant residents maternity/paternity leave for the birth, adoption, or foster care placement of a child. In granting maternity/paternity leaves, Loyola will follow the requirements of the Family Medical Leave Act of 1993.

B. 4. Personal Leave of Absence

A resident may request a personal leave of absence from the program director. A leave agreement must be formalized in writing between the resident and the program director prior to the beginning of the leave. Requests for leave of absence in the first twelve (12) months of training are limited to situations that would otherwise be covered by the Family Medical Leave Act (FMLA). Leave of absences for reasons other than this during the first twelve months of training are not allowed.

To begin the process, the resident must submit a written request to the program director at least 30 days prior to the beginning of the leave (except in case of emergency). The Leave of Absence Form, obtainable from the Central Office of Graduate Medical Education, must contain the reason(s) for the leave, beginning and return dates, the resident's signature, and the program director's approval and signature.

A leave of absence should not exceed eight weeks. Benefits coverage is continued during leave under the conditions specified by the Loyola personnel policy. A resident must first use available paid time off and sick time (where applicable). Once available paid time off and sick leave if applicable are exhausted,

subsequent leave will be unpaid at which point the resident will be responsible for maintaining benefits at their own expense.

If a personal leave compromises a resident's ability to satisfy specialty board training requirements, the written leave agreement should specify how these requirements will be made up. A resident member may be required to extend the training period for any dates of absence in excess of allowable paid time off. During the extension, the resident member will receive regular salary and benefits except for paid time off allowance.

B. 5. Funeral

Any Resident may take up to three consecutive workdays off, with pay, to make funeral arrangements and attend services in the event of the death of a parent, father- or mother-in-law, grandparent, spouse, child or grandchild, brother, sister or blood relative living in the household. One day off with pay is granted in the case of death of another relative.

B. 6. Jury Duty

Loyola supports a resident's civic duty and responsibility to serve on a jury. When a resident is selected for jury duty, he or she should notify the program director immediately. Jury duty does not affect continuous stipends or benefits.

B.7. Victim's Economic Security and Safety Act (VESSA)

The Illinois Victims' Economic Security and Safety Act (VESSA) provides that an employee who is the victim of domestic violence or who has a family or household member who is the victim of domestic violence may be eligible for a total of 12 work weeks of leave during a twelve month period of time to address the domestic violence. VESSA does not create a right for an employee to take leave that exceeds the time allowed under, or in addition to, a leave permitted by FMLA.

B.8. School Visitation Rights Act

The Illinois School and Visitation Act grants eligible employees up to eight hours of unpaid leave to attend primary and secondary school conferences or classroom activities at their children's schools. Employees must be employed at last six months.

B. 9. Educational Leave

Each training program is encouraged to allow five (5) business days of leave for educational purposes relevant to the training program. The guidelines for providing such leave and reimbursement for expenses are left to the discretion of each program. Approval for educational leave is granted by the Program Director.

B. 10. Paid Time Off

Residents are eligible for fifteen (15) business days paid time off each Agreement year. Paid time off approval and scheduling procedures are under the jurisdiction of the individual departments. All requests for vacation time must be submitted to the department on the appropriate form, and fully approved in accordance with the department's time limits and other procedures.

Paid time off time is not cumulative from year-to-year. Payment in advance or payment for unused time will not be permitted. Paid time off is not allowed on certain rotations/units. Residents should check with the program director regarding restrictions.

Unapproved time off beyond paid time off will be considered an unexcused absence and may be cause for disciplinary action.

B. 11. Unexcused Absence/leave

Absence from regular duty hours and on-call assignment without prior departmental approval, and notification of all other individuals necessary to assure that clinical and administrative duties are covered may result in disciplinary action up to and including dismissal from the program.

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

Revised: June 2003, March 2006, March 2007

IV. C. INSURANCE and GENERAL BENEFITS

C. 1. Health Insurance

All residents holding a valid Agreement with Loyola are eligible for health benefits and become covered on the first day of residency. Residents may choose from one health plan, which include the following:

- Loyola self-funded Preferred Provider Organization (PPO)
- Health Maintenance Organization (HMO)

Each benefit option is summarized in the Benefit Highlights Brochure and is described in detail in the individual summary Plan Descriptions. Residents must apply for coverage and complete the necessary enrollment forms. Coverage is effective the first day of residency provided that enrollment takes place within the first 30 days of residency. Any change in health plans is permitted only during the open enrollment period. Open enrollment typically occurs during the fall. Newly eligible dependents may be added within 30 days of marriage, birth or adoption, or loss of current coverage. Otherwise, such additions may only be made during the open enrollment period. Rates are subject to change.

C. 2. Dental Plan

All residents holding a valid Agreement with Loyola are eligible for dental benefits. Residents become covered on the first day of residency. To participate, the individual must complete the enrollment forms. As a participant in Loyola's dental plan, residents may choose to participate in a traditional dental or a Dental Maintenance Organization (DMO). A detailed dental profile of the dental plan is listed in the Benefit Highlights Brochure.

C. 3. Basic Life and AD & D Insurance

All residents holding a valid Agreement with Loyola are eligible for these insurance benefits. All of the insurance benefits are effective on the first day of residency. Basic Life insurance and Accidental Death and Dismemberment insurance are provided to Residents in the amount of \$25,000 for each plan. Loyola provides this insurance coverage at no cost to the resident. Enrollment must be completed within the first 30 days of residency and coverage is effective upon completion of the enrollment application.

C. 4. Long-Term Disability Coverage

Loyola also provides Long Term Disability to the Residents at no cost to the resident. This plan provides a maximum monthly benefit of \$2,000 in the event of an accident or illness, which results in disability preventing the resident from performing job duties for at least ninety (90) days. The monthly benefit may be reduced by one half of any return to work earnings that the resident may receive.

C.5. Reimbursement Accounts

Loyola offers residents the opportunity to pay health care and dependent care expenses using pre-tax dollars, through the use of a Health Care and/or Dependent Care Reimbursement Account. If a resident wishes to participate, the "Reimbursement Account Enrollment Form" must be filled out each year determining the amount to be deposited into each account. Contact the Benefits Office to obtain a copy of the Reimbursement Account form.

C.6. Meal Allowance

Residents required to be on-call overnight at the institution receive a meal allowance for use in the cafeterias. Meal allowances are coordinated through the department and the Graduate Medical Education Office.

C. 7. Tax Deferred Annuities

Loyola provides residents the opportunity to save additional income on a pre-tax basis via a tax-deferred annuity. All deductions made on a pre-tax basis are subject to maximums established by the U.S. Internal Revenue Service. For additional information, call the Retirement Office.

C. 8. Business Travel Accident Insurance

Loyola provides accident life insurance coverage for all full-time employees while they are traveling on Loyola business. This insurance is in effect from the date of hire and is provided without cost to the employee.

IV. D. PARKING

D.1. Purpose

Loyola residents are required to park their vehicles in designated parking areas. Residents are not permitted to park in areas designated for patient and visitor use (unless authorization is first granted by the Parking Office).

All Parking lot assignments are made by the Parking Office. Parking fees are the responsibility of the resident. Fees will be assessed in accordance to the Parking Department's standard fee schedule.

All penalties for violation of parking assignments will be the responsibility of the resident.

- a. **Parking Accommodation for Residents Call-In**
Residents reporting after hours for emergency call-in/special assignment may drive their vehicle onto the Emergency Room Ramp and park the vehicle in an area that will not obstruct emergency vehicle traffic. The resident may request that an officer accompany them to their parking space and escort them back to the hospital or give their keys to the Security Officer and request that the officer park their vehicle.

The keys will be secured in the Emergency Room Security Desk until the resident returns and claims their keys. When the resident completes the emergency call-in/special assignment during hours of darkness, an officer will escort them back to their vehicle, if requested. Please refer to the Parking Accommodations for Employees, Policy Number 1-92.036 for complete policy instructions and procedures.
- b. **Outside Rotations**
If a resident is assigned an off-site rotation and will not be at the Loyola University Medical Center campus for three months, he/she may turn in their key card/decal during that time period. As during a "Leave of Absence," the resident will retain their seniority and will be given the same lot assignment when he/she returns from the rotation. The key card/decal must be returned to the Parking Office, prior to the off-site rotation, to discontinue payroll deductions.

GMEC Approved: March 5, 1998
Reviewed: March 5, 1998

Revised: June 9, 2003

IV.E. STIPENDS AND PAYROLL

E.1. Stipends and Benefits

1. Stipends will be approved by the Graduate Medical Education Committee each winter for the approaching fiscal year, subject to administration approval.
2. The Graduate Medical Education Office ("Central Office of Graduate Medical Education along with the Department of Human Resources will design and offer a benefits program that is competitive and meets standards of the ACGME, as well as Loyola policy.
3. The benefits provided by Loyola to the resident will be set forth in the resident Agreement as an attachment.

E.2. Definition of Term: Post Graduate Year (PGY)

1. The Post Graduate level designates the year in which a resident is training within a specific residency program.
2. In general, the PGY level refers to the number of years of residency training completed following medical school. However, PGY levels are not automatically cumulative from one specialty to another, except when preliminary post-graduate training is a requirement for the residency-training program.
3. Residents will receive a raise in stipend effective upon advancement to the next PGY level. Stipend adjustments are announced each spring. Paychecks are mailed bi-weekly and cover the previous two weeks of work. Arrangements may be made through the Human Resources Office to automatically deposit a paycheck into a checking or savings account. A Resident member will receive a non-negotiable paycheck with itemized deductions listed on the stub each payday, but the pay will be directly deposited in a selected bank or Loyola's Credit Union
4. Changes of Address It is the responsibility of the resident to notify the Human Resource Department of address changes during the residency program and upon leaving the program. The institution is not responsible for lost or misplace W-2 forms, or stipend checks due to changes of address.
5. Stipend checks are distributed bi-weekly and can be picked up in the Central Office of Graduate Medical Education. Direct Deposit is encouraged. Deposit eliminates the possibility of a lost check or late receipt of check due to an off-site rotation. If Direct Deposit is selected, only the pay stub is mailed either in hard copy or electronically to the resident

GMEC Approved: April 7, 2000

Reviewed: April 7, 2000

Revised: June 2003, March 2007

OTHER SERVICES AVAILABLE

ATM

Automatic Teller Machines are provided on or near the campus. Residents may use these machines through their personal bank ATM card.

Bus and Escort Service

A bus is operated at the medical center to provide free transportation to and from parking areas. The schedule may be obtained by calling Physical Plant and Grounds. Escort services are available at other times through the medical center Environmental Services Department. Also, a shuttle bus for students, faculty and staff operates on weekdays between the Lake Shore and Water Tower campuses. Schedules may be obtained and passes purchased at the bookstore on both campuses.

Cafeteria

Loyola has cafeterias which provide Residents with comfortable surroundings in which to relax and enjoy meals. Bring your own lunch or take advantage of the meals and snacks, which are available for a modest cost.

Credit Union

All residents may become members of the Loyola Employees' Federal Credit Union, an independent, employee-owned financial institution. The Credit Union offers convenient savings and lending policies through payroll deduction, interest bearing checking accounts, Visa, Individual Retirement Accounts, and Christmas/Vacation Club savings. The Federal Government up to \$100,000 insures accounts. ATM cards are available.

Direct Deposit

Arrangements may be made through the campus Human Resources Office to automatically deposit an employee's paycheck into one checking or savings account. An employee will receive a non-negotiable direct deposit statement with itemized deductions listed on the stub each payday, but the pay will be directly deposited in a selected financial institution or Loyola's Credit Union.

Employee Assistance Program

The Loyola provides the Employee Assistance Program as a confidential way to offer assistance to individuals experiencing personal problems that may require professional help. EAP is one of the ways that Loyola demonstrates its commitment to and investment in its members, and there is no charge for the services provided directly by EAP.

Some of the problems the EAP handles include marital concerns, family conflict, alcohol/drug abuse, emotional difficulties, and job stress. The service provides free assessment and short term counseling when appropriate. In addition, every effort is made to locate local referral resources that will provide affordable services to Loyola employees and residents. For a confidential appointment call (708) 216.4129.

Loyola University Center for Health and Fitness

Membership for the Loyola athletic/recreational facilities is an annual fee for all LUC and LUMC faculty and staff. These fees may be paid through payroll deductions. For further information, contact the Center for Health and Fitness at 327.2348.

Location: Conveniently located between the Parking Deck #1 and the Stritch School of Medicine.
Phone: 708.327.BFIT
Days & Hours: Monday through Thursday 5:30 a.m. - 9 p.m.
Friday 5:30 a.m. - 7 p.m.
Saturday 7 a.m. - 3 p.m.
Sunday 9 a.m. - 3 p.m.
Activities: The two-level structure has multiple exercise areas with two racquetball courts, 1/8 mile jogging/walking track, strength and training machines, and multipurpose courts equipped for basketball or volleyball.

Tax-sheltered Annuity Program

The Loyola allows residents to invest in tax-sheltered Annuity Plan. Money may be deducted from the paycheck on a pre-tax basis, thus reducing the amount of income that is taxed. Residents are able to save money and at the same time, reduce tax liability. **There is no matching contribution from Loyola University Medical Center. This is a voluntary benefit only.** Participation in a tax-sheltered annuity program will not reduce any benefits from Social Security or group insurance coverage. Loyola's Benefits Office is located in the Administration Building. For further information or questions, please call the Benefits Office.

Workers' Compensation

Residents are covered by Workers' Compensation for any work-related injury or illness incurred on the job while performing regular duties. Occupational injuries and illnesses are defined as those that occur during working hours or in the course of employment during mandatory work-related or hospital-sponsored activities. This insurance covers hospital expenses, medical expenses and long-term disability income for occupational injuries or illnesses. All residents are eligible for this coverage from the first day of residency.

Injuries or accidents that occur while traveling to and from work or when moonlighting are not covered. **If a resident is injured at work, he or she MUST get medical help immediately at the current facility.** During the day, he/she must go to the Occupational Health Office. When the Occupational Health Office is closed, injured residents should be seen in the emergency room. The resident must report the injury to Loyola University Medical Center Occupational Health Office within 24 hours. If off-hours, contact the Occupational Health ("OHS") by leaving a message including resident's name and beeper number.

If a resident receives medical attention for an occupational injury or illness and receives a bill for those services, it is the resident's responsibility to send the bill to the Occupational Health Case Manager. Any follow-up medical care MUST be coordinated through OHS and be provided through the Worker's Compensation program. Although the resident is not obligated to receive continued treatment at this institution, benefits may be delayed or denied if his/her physician does not furnish information on a timely basis to Loyola's Occupational Health Office.

Failure to follow the above procedures may result in rejection of Workers' Compensation claim and denial of any future claims for that particular incident.

Any injury or illness incurred as a result of activities directly related to assignment should be reported by completing an appropriate form and promptly contacting the Occupational Health Office. It is also necessary for the supervisor to call 1.888.8LOYOLA to file a workers compensation claim. If you have any questions, call the Occupational Health Case Manager.

Tuition Assistance

Education Assistance Benefit:

Members of the Loyola University Medical Center Housestaff are eligible for tuition benefits consistent with the policy governing tuition benefits for LUMC full-time employees. Members of the Housestaff interested in such benefits should secure the current tuition benefits information from the LUMC Benefits Office.

Loyola University Medical Center is required to report the amount of tuition credited on behalf of employees and their dependents as taxable earnings to the employee in accordance with Internal Revenue Service (IRS) requirements and tax regulations.

Health Care or Dependent Care Reimbursement Account

Under the Section 129(d) of the Internal Revenue Code, qualified health care or employment-related dependent care expenses may be deducted from a resident's stipend on a pre-tax basis. Qualified benefits include expenses for health care and care of children under the age of 13.

Salary will be reduced by a pre-determined amount specified by the resident. The amount of the deduction is credited to a non-interest bearing account and will be used to reimburse the resident for qualified expenses. The maximum contribution for a single person or married couple filing a joint return for qualified dependent care expenses is \$5,000 and/or \$2,000 for the health care reimbursement account.

The duration is from January 1 through December 31 each calendar year. The amount that is deducted from each paycheck must remain constant and no changes can be made during the plan year. Unused account balances at the end of the plan year will be forfeited in accordance with IRS regulations. Please contact the Human Resources Department for further information.

V. GLOSSARY OF TERMS

ABMS	American Board of Medical Specialties - The ECFMG uses the book they publish listing specialties and subspecialties to determine if an Exchange Visitor can be sponsored for the program being requested.
ACGME	Accreditation Council for Graduate Medical Education The accreditation of graduate medical education programs is the responsibility of the ACGME and its associated Residency Review Committees for the various specialties.
AOA	American Osteopathic Association responsible for ensuring the Osteopathic medical schools it approves meets a minimum standard.
GMEC	Graduate Medical Education Committee A committee for oversight of Graduate Medical Education charged with periodic review and monitoring of all training programs.
DEA	Drug Enforcement Agency Identification number which allows a physician to prescribe drugs.
ECFMG	Educational Commission for Foreign Medical Graduates an agency authorized to certify that a foreign medical school graduate has met minimum standards of eligibility required to enter a residency or fellowship program in the US.
ERAS	Electronic Residency Application Service a computer application service developed by the AAMC used for submitting residency applications for various training programs.
Fellow	A term used to designate trainees in subspecialty GME programs. The Graduate Medical Education Office does not use the term fellow. Resident is used to designate all GME trainees.
Fifth Pathway	An academic year of clinical education in an accredited LCME medical school for students who have completed the formal academic curriculum at a non-US medical school.
FMG/IMG	Foreign Medical Graduate or International Medical Graduate a graduate of a foreign medical school. This does not usually include Canada but varies depending on the context.
GME	Graduate Medical Education Post MD clinical residency and fellowship training programs.
INS	Immigration and Naturalization Services A Federal government department authorized to grant entry and stay in the United States
J-1	Exchange Visitor visa status This allows an international to train in the US and be paid for services provided in connection with the training only. There are various types depending upon the training.
LCME	Liaison Committee on Medical Education responsible for the accreditation of medical schools.

NRMP	National Residency Matching Program An agency that matches residents with residency training programs.
Program	The unit of specialty education, comprising a series of graduated learning experiences in GME, designed to conform to the program requirements of a particular specialty.
Resident	An individual at any level of graduate medical education in a program accredited by the ACGME. Trainees and fellows in subspecialty programs are included in this term.
RRC	Residency Review Committee there is an RRC for each of the specialties in which certification is offered by a specialty board that is a member of the ABMS. Program Requirements are developed by each review committee and actions taken by the review committees determine the accreditation status of the residency program.
USMLE	United States Medical Licensing Examination. An examination to determine medical science knowledge. These examinations are used by all medical graduates (US, Canadian, and foreign) Steps 1 and 2 are required to qualify for residency training.

Edition March 2007