

GRADUATE MEDICAL EDUCATION AGREEMENT

This Agreement is between LOYOLA UNIVERSITY MEDICAL CENTER and/or LOYOLA UNIVERSITY HEALTH SYSTEM, an Illinois not-for-profit corporation, (Loyola) and «LastName», «FirstName», (Resident).

Term of Agreement:

Agreement commences on the date Resident obtains Illinois Medical Licensure, and if applicable, appropriate visa, but no earlier than:

«Contractstart»

Residency Program: «Program»

Agreement terminates one year from the date of commencement of this Agreement, but no earlier than:
Stipend for the Term:

«Contractend1»*

Position: PGY-«Contractlevel»

\$«stipend»

* - unless terminated sooner pursuant to established policies and procedures

PREAMBLE

This Agreement is entered into for the purpose of defining the relationship between Loyola and the Resident during the Resident's participation in Loyola's graduate medical education training program and supersedes all prior agreements for the same purpose covering portions of or all of the same period of time covered by this Agreement.

STIPEND AND BENEFITS

Loyola shall provide the following stipend and benefits:

1. Loyola shall provide the stipend set forth above during the term of this Agreement. The stipend obligation herein does not arise until such time as the Resident obtains or regains (in the event of loss) appropriate state licensure, work authorization papers and a valid Social Security Number.
2. Loyola shall provide to the Resident those benefits listed on the Benefits Addendum 2009-2010 edition which is attached hereto as Exhibit A, and made a part hereof.
3. Loyola shall provide defense and indemnity against claims of liability and legal actions asserted or brought against the Resident for professional negligence within the scope of the activities assigned to the Resident under this Agreement. The Resident agrees to provide, and it is a condition of defense and indemnification that the Resident provide, prompt notice of any claim or suit and cooperation in the investigation and defense of any such claim or suit. Loyola reserves the right to select defense counsel and to investigate, settle or otherwise dispose of the matter as it sees fit. This Agreement to defend and indemnify does not extend to acts beyond the scope of activities assigned under this Agreement or to intentionally tortious or criminal acts.

RESIDENT RESPONSIBILITIES

The Resident shall:

1. Obtain and maintain, at his/her own expense, medical licensure in the State of Illinois. Should the Resident fail to become licensed to practice medicine in the State of Illinois by September 1, 2009, and when applicable, fail to obtain the appropriate authorization forms, Social Security Number, visas, and other permits as may be required by the United States Citizenship and Immigration Service, by September 1, 2009, this agreement shall become null and void.
2. Notify the Central Office of Graduate Medical Education immediately of any notice of revocation, suspension, restriction, or change in licensure, visa status, or work authorization. If at any time within the term of this Agreement the Resident ceases to be properly licensed or authorized to remain or work in the United States, the Agreement may be terminated.
3. Read, become familiar with and abide by the policies and procedures set forth in the Resident Handbook, including but not limited to, the Resident Wellness policy, the Duty/On-call Hours policy and the Harassment in the Workplace policy.
4. Participate in safe, effective, and compassionate patient care, commensurate with his/her level of advancement, competence and responsibility under the general supervision of appropriately privileged attending teaching staff.

5. 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 deducted from the Resident's available 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.
6. 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.
7. Secure Program Director approval prior to beginning outside professional activities not otherwise assigned, such as moonlighting. Failure to obtain advance approval for outside activities may be grounds for immediate termination.
8. Abide by departmental and institutional policies and procedures, including, but not limited to, the policy regarding Access and Release of Patient Information.
9. Refrain from engaging in any conduct, which may bring Loyola's graduate medical education training programs into disrepute.
10. Develop a personal program of professional growth with guidance from the key faculty members.
11. Participate fully in the educational activities of his/her program and, as required, assume responsibility for teaching and supervising other residents and students.
12. Participate in institutional programs and activities involving the medical staff.
13. Complete requisite evaluations of the training program and of the faculty as required by the program or institution.
14. Participate in any mandatory surveys required by the Central Office of Graduate Medical Education including but not limited to collection of information related to duty hours compliance, completion of annual safety and compliance training and submission of an annual disclosure statement.
15. Report any program-imposed violations of duty hours and workplace harassment/violence policies

MISCELLANEOUS

Loyola abides by all applicable provisions of Federal, State and Local law. Loyola does not discriminate in its employment or educational 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.

In the event of program discontinuation, reduction in the size of the program or closure, Loyola will make every reasonable effort to fulfill the terms of this Agreement, which may include placement of Resident at an alternative site for the conclusion of his/her training during the present academic year. For further information, please refer to Resident Handbook.

The Resident shall not be bound by any non-competition guarantees by virtue of this Agreement.

GRIEVANCE PROCEDURE

A Resident may request the resolution of a concern or dispute regarding his/her clinical and educational performance, conduct, and eligibility to continue in the graduate medical education program through the Graduate Medical Education Grievance Procedure. The Grievance Procedure can be found in the Resident Handbook in Section III. In addition, Residents may request a copy of the procedure from the Central Office of Graduate Medical Education at any time. In order to request a grievance, the Resident must submit a written request for grievance to the Department Chairperson within fifteen (15) days of the event-giving rise to the grievance.

Although various departments within Loyola may establish rules of conduct for Residents assigned to those departments, the Graduate Medical Education Grievance Procedure shall be the sole grievance procedure available to a Resident in the event he/she requests the resolution of a concern or dispute regarding his/her clinical and educational performance, conduct and eligibility to continue in the Graduate Medical Education Program. Matters related to work environment or issues related to program faculty are resolved through the Ombudsman Program. The Ombudsman Program is described in Section III of the Resident Handbook.

PROBATION/SUSPENSION/NON-RENEWAL OR TERMINATION OF AGREEMENT

The Resident acknowledges that the Program Director may place the Resident on academic probation as a result of clinical and educational deficiencies. The Resident further acknowledges that the Program Director and/or the Chief of Staff may suspend the Resident, without a stipend, or immediately terminate the Resident if the Program Director and/or Chief of Staff determines the Resident has failed to perform his/her duties, including those set forth in this Agreement. Depending upon the severity of an incident or extenuating circumstances, discipline may begin at any stage.

The Resident understands and hereby acknowledges that no renewal Agreement shall be issued to the Resident if he/she is on academic probation or suspension at the time of any contemplated renewal. Renewal agreements signed by the Resident while he/she is on probation or suspension shall be null and void. The Resident further acknowledges that renewal of this Agreement is at Loyola's sole discretion and agrees that Loyola does not commit itself to renewal of this Agreement under any circumstance and that he/ she is not entitled to any renewal as a matter of law. In the event of non-renewal, Loyola shall provide Resident with written notice of non-renewal prior to the expiration of the term of this Agreement.

EXCLUDED PROVIDER

The Resident understands and acknowledges that he/she may not participate in Loyola's graduate medical education training program if he/she has now or has ever been (1) convicted of a criminal offense related to healthcare fraud or (2) excluded, debarred, sanctioned or otherwise ineligible for participation in a "Federal Health Care Program" as defined at 42 U.S.C. 1320a-7(b)f or in any other government payment program.

The Resident hereby authorizes Loyola to conduct a check of the excluded provider database. The Resident understands and acknowledges that this Agreement shall be null and void in the event the excluded provider database identifies him/her as an excluded provider.

LOYOLA UNIVERSITY MEDICAL CENTER

AGREED:

Program Director

Departmental Chair

Designated Institution Official

AGREED:

Resident Signature

Date

Address

Telephone