

## 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»\*  
\$«stipend»

Position: PGY-«Contractlevel»

\* - 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

**2009-2010 BENEFITS ADDENDUM TO  
LOYOLA UNIVERSITY MEDICAL CENTER  
GRADUATE MEDICAL EDUCATION AGREEMENT**

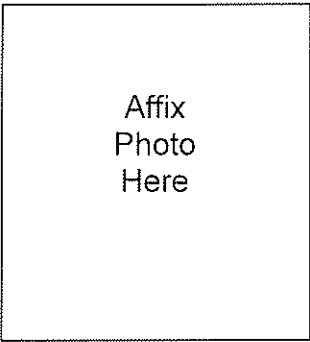
- A. Individual coverage in a Preferred Provider Organization (PPO) or Health Maintenance Organization (HMO) is effective on the first day of the term of this Agreement. Loyola pays 100% of the premium. Insurance coverage is available for dependents upon request. Insurance premiums for dependent coverage are to be paid by the Resident. Loyola pays a percentage of dependent coverage. A booklet is available describing the specific benefits offered.
- B. Individual dental coverage in a traditional dental plan or a Dental Maintenance Organization (DMO) is effective on the first day of the term of this Agreement. Loyola pays 100% of the premiums. Dental coverage is available for Resident dependents upon request. Insurance premiums for dependent dental coverage are paid by the Resident.
- C. Long-term disability insurance and life insurance is provided with Loyola paying 100% of the premiums.
- D. Workers' Compensation coverage is provided under such terms as required by Illinois law for protection against accidents or illnesses incurred while performing Resident duties set forth in the Agreement.
- E. Sick Days - Twelve (12) calendar days are provided per Agreement year with stipend as sick days. Sick days may only be used for the Resident's personal illness. Sick days are non-cumulative and not accruable from year to year or beyond the terms of this Agreement. The Program Director may require a physician's certification of sickness or disability.
- F. Paid Time Off - Fifteen (15) business days are provided per Agreement year with stipend. Paid time off is to be scheduled by mutual agreement with the Department Chair/Program Director. Paid time off is not cumulative and not accruable from year to year or beyond the terms of this Agreement. Payment in advance or payment for unused time, including payment upon termination, will not be permitted.
- G. Family Medical Leave (FMLA) - In accordance with FMLA rules and regulations, a Resident absent from work for their own illness, illness of an immediate family member or maternity/paternity reasons is eligible for up to twelve (12) weeks of leave. For further information regarding FMLA, please consult the Resident Handbook.
- H. 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 thirty (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.

- I. Funeral Leave - 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.
- J. Special 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.
- K. Armed Services Reserve Duty Leave – Residents who serve as members of the armed services reserves may take two weeks (fourteen calendar days), without stipend, in addition to other approved leave.
- L. Victim’s Economic Security and Safety Act - The Illinois Victim’s 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.
- J. 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.
- K. Effect of Leave for Satisfying Completion of Program  
Each Resident will be allowed leave for sickness/disability/paid time off per contractual year in accordance with Sections E through L. If a personal leave compromises a Resident's ability to satisfy specialty board training requirements, the Resident may be required to extend the training period. The Program Director will review the specific board requirements needed to complete the Program; supplemental time will be determined if necessary and added to the current academic year.
- N. Customary hospital lodging, meals and laundry while on call at no cost to the Resident.
- O. A physical examination prior to beginning the first agreement year is required and provided at no cost to the resident. . Vaccinations will be provided on a voluntary basis or according to the Infection Control Committee's established policy.
- P. Education Assistance Benefit: The LUMC Education Assistance Benefits Policy governs resident and fellow eligibility for education assistance benefits. All residents and fellows have an eligibility waiting period of one (1) year for themselves. All residents and fellows will have a five (5) year waiting period to be eligible for the tuition benefit for their eligible dependents. Refer to the Education Assistance Benefits Policy for additional information.
- Q. Employee Assistance Program  
EAP is a confidential, voluntary service 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.



Loyola University Medical Center  
Consent and Release from Liability Form

By applying for a residency training position at Loyola University Medical Center ("Loyola"), I hereby authorize Loyola, its Graduate Medical Education Office and representatives to consult with administrators and members of the medical school and training institutions with which I have been associated and with others, including past and present employers and malpractice carriers, who have information bearing on my professional competence, character and ethical qualifications.

I hereby further consent to the inspection by Loyola, its Graduate Medical Education Office and representatives of all records and documents, including evaluations from medical school and previous training programs and medical records at other hospitals, that may be material to an evaluation of my professional qualifications and competence to carry out the clinical duties associated with the residency training position requested as well as my moral and ethical qualifications.

I hereby release from all liability all representatives of Loyola, its Graduate Medical Education Office and representatives for their acts performed in good faith and without malice in connection with evaluating my application and my credentials and qualifications including professional competence, ethics, character and other qualifications, and hereby release from any liability any and all individuals and organizations who provide information to Loyola, its Graduate Medical Education Office and representatives in good faith and without malice, concerning my professional competence, ethics, character and other qualifications for residency training appointment, and I hereby consent to the release of such information. I understand and agree that I, as an applicant for a residency training position with Loyola, have the burden of producing adequate information for proper evaluation of my professional competence, character, ethics, and other qualifications and for resolving any doubts about such qualifications.

I furthermore acknowledge that the statements that I have made on my application for a residency training position are true and contain no material omissions or misstatements of fact. I also acknowledge that material omissions or misstatements of fact are grounds for immediate termination. I further acknowledge that Loyola and its representatives will not be liable for any action taken in response to omissions and misstatements of fact.

I further agree that if any material changes that occur in any information I have provided, it is my obligation to inform Loyola within ten (10) days of any such changes.

I understand that it is my right to review information obtained by Loyola to evaluate my admission to or continuation in a residency training program unless otherwise peer review protected.

I hereby further authorize and consent to the release by Loyola, its Graduate Medical Education Office and representatives to other training programs, hospitals, their medical staff and their representatives, physician foundations, payors, and to medical associations of any information Loyola and its Graduate Medical Education Office may have concerning my professional competence, ethics, character and other professional qualifications, as long as such release is done in good faith and without malice, and I hereby release from liability Loyola, its Graduate Medical Education Office and their representatives for so doing.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DIRECT INQUIRIES AND RETURN THIS APPLICATION TO:

LOYOLA UNIVERSITY MEDICAL CENTER

OFFICE OF GRADUATE MEDICAL EDUCATION  
2160 SOUTH FIRST AVENUE  
MAYWOOD, ILLINOIS 60153  
(708) 216-4400

RESIDENT HANDBOOK  
Policies and Procedures

**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