

**GRADUATE MEDICAL EDUCATION
Resident Physician Agreement**

This Graduate Medical Education Resident Staff Agreement (“Agreement”) is made and executed this **July 1, 2017** by and between Norwegian American Hospital, (NAH) an Illinois not-for-profit corporation (“Hospital), and _____ (“Resident”). Hospital and Resident may be referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Resident is a graduate medical student who has been accepted for enrollment in an advanced graduate medical training program at **Norwegian American Hospital** (NAH) in the specialty of Family Medicine and

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

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

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

THEREFORE, in consideration of the foregoing and of the terms, covenants, and conditions hereinafter set forth, the Parties mutually agree as follows.

I. Program Description and Term of Agreement.

- A. Duration of Program/Term: This Agreement and corresponding Resident Participation in the Program shall begin on **07/01/??** and end on **06/30/??**, unless otherwise renewed in writing by the Parties for additional one (1) year term (s).
- B. Field of Graduate Medical Education: **Family Medicine**
- C. Level of Training: PGY-1, PGY-2, PGY-3 (only one level to be entered)

II. **Annual Stipend:** Hospital shall pay the Fellow an annual stipend in accordance with Hospital’s usual payroll and withholding practice.

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III. **Benefits/PTO/Vacation/CME:** Hospital shall provide Resident with benefits in accordance with benefits provided to other similarly classified Hospital exempt employees and the terms and conditions of the Hospital's current benefit plans and or policies.

Paid Time Off (PTO):**Paid Time Off is an employee benefit, which combines vacation, holiday, and sick leave into one plan.** **Twenty days accrued for medical residents;** the period during which vacation and leaves may be taken must be approved by the Department of Medical Education.

CME: The resident shall also be eligible to receive reimbursement for continuing medical education expenses of up to \$1000, plus 5 paid days off during PGY 2 and PGY 3 to attend continuing education conference. Proof of CME expenses must be presented to the Graduate Medical Education office prior to reimbursement.

IV. **Professional Liability Insurance:** The Hospital shall provide professional liability coverage for any negligent acts of omission or commission that occurred during the term of the Resident's training with the Hospital. Such coverage will cover the cost of defense and any payment awards from claims reported or filed during or after the completion of the Program, if, and only if, the alleged acts or omissions of the Resident are within the scope of the Program. The Resident shall provide prompt notification to the Hospital if served with notice of any claim and shall fully cooperate in defense of any claim. The professional liability coverage provided by the Hospital is written on an occurrence basis, thereby eliminating need for tail coverage.

V. **Hospital Obligations:**

A. **Environment of Training:** The Hospital shall provide a suitable environment for Program training consistent with the standards promulgated from time to time by the Accreditation Council for Graduate Medical Education (ACGME).

B. **Designation of Director:** The Hospital shall designate a director ("Program Director") and his/her designee (to serve as the person or persons responsible for the implementation of this Agreement and for the overall supervision of the Resident).

C. **Resident Involvement:** The Hospital shall facilitate involvement of the Resident in appropriate Hospital councils or committees addressing patient care issues.

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

E. **Salary and Benefits:** Hospital shall provide Resident with the salary and benefits as further described above in Articles II and III, respectively.

F. **Duty Hours:** The Hospital shall be responsible for promoting patient safety and education through appropriate Resident duty-hour assignments and faculty availability. The Hospital shall abide by all Accreditation Council for Graduate Medical Education (ACGME) requirements, as applicable, regarding duty hours and the work environment for Residents.

- G. **Harassment/Sexual Harassment:** Hospital is committed to maintaining a work environment free of harassment in accordance with the NAH Harassment Policy, as set forth in the NAH Handbook, a copy of which is provided to each employee of Hospital during employee orientation and subsequently when updated. In accordance with this commitment and the Harassment Policy, Hospital will not tolerate harassment, including any sexual harassment, of employees by anyone, including any manager, co-worker, vendor, visitor or patient at Hospital or any other third party. Sexual harassment includes any unwelcomed sexual advances, requests for sexual favors, or any other conduct of a sexual nature. The NAH Harassment Policy prohibits sexual harassment and sets forth a protocol whereby complaints may be address in a manner consistent with the law and due process.
- H. **Hospital Sponsored Counseling:** The Hospital provides the Resident access to participation in Hospital sponsored counseling, medical, psychological, and other support services on a confidential basis, including matters relative to Resident impairment. These services are described in the Hospital's policy, a copy of which will be made available to the Resident, which sets forth the various forms of employee assistance provided by the hospital to the Resident. Such policy may be changed by the Hospital from time to time, as appropriate.
- I. **On-Call Room/Dress Code:** On-Call rooms and lab coats will be provided by the Hospital. Resident will be responsible for the laundering of lab coats.
- J. **On-Call Meal Allowance:** Meals are available, at no cost to the residents, in the Medical Staff dining room. Vending machines are available after regular business hours.
- K. **Leaves of Absence:** Family/Medical Leaves of Absence (Leave(s) of Absence") are available to Resident in accordance with NAH, Human Resources Leaves of Absence Policy. If Resident takes any Leave(s) of Absence during his/her residency, he/she shall communicate with his/her Program Director to determine the effect, if any, that any leave time may have on Resident's satisfaction of the criteria for completion of the Program requirements for the Specialty, including any requirements of the Specialty board. If due to a Leave of Absence, Resident does not meet the requirements/criteria for completion of the Program and/or Specialty Board, the Resident will be required to extend his/her residency training period beyond the normal Program completion time in order to ensure that Resident meets the applicable residency training requirements/criteria for the Specialty.
- L. **Accommodation for Disabilities:** Hospital's Medical Education Department fully supports the recruitment and training of qualified residents with disabilities who can meet the essential elements of their discipline, with or without reasonable accommodation due to a disability, he/she shall submit a request in writing to the Program Director and the Designated Institutional Official.

VI. **Resident's Obligation:**

- A. **State of Illinois Medical Licensure:** Resident shall acquire and maintain the appropriate State of Illinois Medical Licensure at Resident's expense as defined by the Illinois Medical Practice Act prior to starting the Program. A Resident will not be permitted to begin the Program under any circumstances until the appropriate license has been obtained. Failure to comply with this requirement will be grounds for immediate suspension or termination of appointment. The State of Illinois grants the medical license for the length of the Program with an automatic extension of fourteen (14) days at the end of the Program for the benefit of orientating the new incoming Residents.
- B. **Assignments/Rotations:** Resident shall carry out assignments and rotations as directed by the Program Director, or applicable Department Chairman, in accordance with the guidelines of the respective American Board governing the medical specialty, ACGME, and the Resident Review Committee.
- C. **Continuation and/or Promotion in the Program:** Continuation and/or promotion in the Program are contingent upon satisfactory academic and professional performance by the Resident, as evaluated through the Hospital's formal evaluation procedures for the Program. In addition, each resident shall review his/her performance with the Program Director or designee at least twice during the academic year or as otherwise dictated by specialty requirements. Any makeup time must be completed at the end of the contracted year and/or before promotion to the next level of training. A Resident receiving an inadequate evaluation may be required to repeat the rotation/assignment to obtain approval for certification by the Program Director.
- D. **USMLE Step 3:** All residents must take and pass the USMLE Step 3 examination by the end of the PGY 2 year of residency. Written documentation of passing the exam must be presented to the Graduate Medical Education office PRIOR to a PGY3 contract being issued.
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- E. **Quality Improvement and Risk Management Activities:** The Resident agrees to participate in and cooperate with Quality Improvement/Risk Management activities as provided such statistical information as may be required to fulfill the Quality Improvement/Risk Management efforts of the Hospital.
- F. **Medical Records:** The Resident shall complete medical records in conformity with the Bylaws of the Medical Staff of the Hospital, and the Resident shall comply with all Hospital, Program and Medical Staff policies regarding their completion. Completion of the medical record, including dictation of a discharge summary, is an integral component of medical care and is part of the Resident's responsibilities. A medical record not completed within the time specified in the guidelines is delinquent, and the Resident shall be subject to suspension from the Program for having ten (10) or more delinquent charts. Any suspension of Resident for delinquent charting shall require additional training time at the end of the residency training period equivalent to the time period equivalent to the time period(s) of suspension, for which Resident shall not be eligible for additional compensation.

- G. **Compliance:** Resident shall comply with, be bound by and subject to the policies, ethics, moral principles, rules and regulations and orders promulgated by Hospital, its Chief Executive Officer, and its Medical Staff. Resident shall also comply with all federal, state and local laws, rules and regulations now in force or which may hereafter be in force, which are applicable to the Hospital or the Program, as well as the standards of the Health Facilities Accreditation Program (or other applicable accrediting organization). Resident specifically agrees to abide by the Hospital's Standards for Business Conduct and Corporate Compliance Program, as well as the Hospital's Mission, Values and Ethical Guidelines.
- H. **Development of Program Study:** The resident shall develop a personal program of study and professional growth with guidance from the teaching medical staff and demonstrate ability to assume graded and increasing responsibility for patient care under supervision commensurate with the level of advancement and responsibility.
- I. **Participation in Educational Activities:** The Resident shall participate fully in the educational activities of the Program and, as required, assume responsibility for teaching and supervising other Residents and medical students.
- J. **Participation in Hospital Committees:** The Resident shall participate in Hospital committees and councils, especially those that relate to patient care review activities.
- K. **Cost Containment:** The resident shall apply appropriate cost containment measures in the provision of patient care.
- L. **Moonlighting:** The Resident shall not engage in other medical practice privileges or other remunerative work without prior notification and permission of the Program Director. Norwegian American Hospital, does not encourage moonlighting by Medical Residents. Engagement in such other occupation or employment may not be undertaken during the regular duty hours and will not be covered by Hospital's professional liability insurance program, worker's compensation insurance coverage or other benefits programs. Residents desiring to moonlight must be in good academic standing. The Program Director reserves the right to prohibit employment outside the Program if such employment may interfere with the Resident's duties and obligations in the Program. Residents shall not be required to Moonlight. In the event that the Resident engages in moonlighting, his/her performance will be monitored and evaluated to ensure that those outside activities do not interfere with the goals and objectives of the educational program.
- M. **Policies/Standards/Employee Physical/Drug Screening:** Resident shall comply with all policies applicable to Hospital exempt employees, including: (1) the requirement that a Resident must complete an employee physical examination prior to beginning employment; (2) compliance with the Hospital's Harassment Policy; and (3) compliance with the Hospital's Parking and Dress Code Policies, all in accordance with the most recently revised version of such Hospital policies. Resident is also subject to the Hospital's policy pertaining to drug screening of employees; as such policy may be amended from time to time. Failure to pass drug screening pursuant to the provisions of the Hospital policy will result in non-hiring or termination of employment. The results of a positive drug screen will be subject to applicable legal reporting requirements, including any reporting

requirements of the Illinois Department of Professional Regulation. Resident shall honor and abide by all other approved, published policies and procedures of the Hospital, as may be adopted or amended from time to time. Resident shall conduct himself or herself in a professional manner consistent with the Hospital's standards. Resident acknowledges that it is the express policy of the Hospital to prohibit discrimination on the basis of race, color, sex, religion or national origin.

- N. **Duty Hours and the Work Environment:** The Hospital and the Resident both recognize their mutual obligation to comply with institutional and program policies concerning Resident Duty Hours and the Work Environment as well as the policies of the ACGME and appropriate governing bodies where they exist. The Resident agrees to report personal duty hour on the New Innovations Program once a month; program policy may supersede by requiring more frequent submission.
- O. **Specialty Board Certification Eligibility:** Resident shall verify with his/her Program Director his/her eligibility for Specialty Board Examinations.

VII. Termination and Non-Renewal:

- A. **Termination and other Disciplinary Actions:** Falsification of any information supplied to the Hospital by the Resident as part of the entrance requirements of the Program, or knowingly giving false information or assisting others in doing so constitute grounds for immediate dismissal of the Resident from the Program. If the Program Director determines that the Resident has materially failed to comply with any specific obligations or intent of this Agreement, he or she shall be authorized to terminate this Agreement and/or take such disciplinary action, mandatory reporting, including fines, as may be appropriate; provided, however, that any such termination or other disciplinary action shall be subject to the hearing and review procedure for Residents at the Hospital. Hospital may immediately suspend Resident from any patient care activity based on concerns that continued patient care activity could seriously affect immediate patient care. Such suspension shall then be addressed through the hearing and review procedure for Residents at the Hospital.
- B. **Grievance Procedures:** The Hospital shall maintain a grievance procedure whereby the Resident may resolve, in a fair and equitable manner, a dispute or disagreement concerning the Program and the terms and conditions of this Agreement.
- C. **Non-renewal of Agreement:** If a Resident's agreement is not going to be renewed, the Program Director will provide the Resident with a written notice of intent not to renew no later than four (4) 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 (4) months prior to the end of the agreement, the Program Director will provide the Resident with as much written notice of intent not to renew as the circumstances will reasonably allow, prior to the end of the Agreement.
- D. **Program Closure:** In the event the Program is closed or there is a reduction in the total number of Residents in the Program, the Hospital will use its best efforts to allow the Resident to complete the Program at the Hospital. In the event that continuation of the

Program is untenable by the Hospital, the Hospital will utilize its best efforts to transfer the Resident to a comparable residency program.

VIII. General Provisions:

- A. In accordance with the provisions of 42 U.S.C. Section 1395X(v)(I)(i) and 42 C.F.R. Section 420.300 et.seq., Resident agrees to make available upon the written request of the Secretary of the Department of Health and Human Services or of the Comptroller General or any of their duly authorized representatives, this Agreement and any other books, records and documents that are necessary to certify to the above named the nature and extent of costs incurred by the Hospital for services furnished by Resident for which payment may be made under Medicare, Medicaid or other reimbursement programs. The obligation of the Resident to make records shall extend for four (4) years after finishing such services pursuant to this Agreement. In the event of a request by the Secretary or Comptroller General for access, the Resident agrees to immediately notify and consult with the Hospital concerning the response that will be made to such request.
- B. No provision of this Agreement shall be construed in any manner whatsoever as an assurance of or guarantee of initial appointment to Medical Staff membership during or at termination of training.
- C. The Hospital expressly acknowledges its obligations as a provider of health care and as an educational institution to confidentially maintain the records of the Resident. These records may be delivered to other health care treatment institution to confidentially maintain the records of the Resident. These records may be delivered to other health care treatment institutions or prospective employers only upon written request to the Hospital by the Resident in such form as designated by the Hospital. Records will be furnished to appropriate government agencies as required by law. Documents to be transmitted will be marked "Confidential."
- D. The rights and obligations of the Hospital under this Agreement shall inure to the benefit and be binding upon the successors and assigns of the Hospital. The Resident may not assign or transfer his/her rights or obligations under this Agreement, and any assignment or transfer made in violation of this provision shall be void.
- E. This Agreement may only be amended by mutual agreement of the Parties hereto, and any such change shall become effective when reduced to writing and signed by the Parties.
- F. The laws of the State of Illinois shall govern this Agreement.

If this agreement is terminated prior to its expiration date, each party, at its option, may submit an explanatory statement to the Accreditation Council of Graduate Medical Education of the American Medical Association. Such statements shall be available to inquiry, at the discretion of the American Medical Association.

Date: _____

XXXXXXXXXX .
Resident

Chief Medical Officer

Program Director

President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective authorized officers, effective as of the day and year first written above.

FOR INFORMATIONAL PURPOSE ONLY