

AdvocateAuroraHealth™

 Advocate Health Care  *Aurora Health Care*®

ADVOCATE HEALTH CARE
SAMPLE: RESIDENT CONTRACT

ACADEMIC AFFAIRS

**ADVOCATE HEALTH CARE GRADUATE MEDICAL EDUCATION
RESIDENT PHYSICIAN AGREEMENT
2021-2022 ACADEMIC YEAR**

This Agreement entered into this XXX day of XXX, 2021, by *Advocate Health and Hospitals Corporation or Advocate North Side Health Network* ("Advocate") d/b/a XXX, an Illinois not-for-profit corporation, hereinafter referred to as ("Hospital") and XXX, hereafter referred to as ("Resident").

WHEREAS, the Advocate Health Care System has established and Sponsors an accredited clinical training program in graduate medical education, hereafter referred to as ("Program"); which is based at XXX, and;

WHEREAS, the Resident/Fellow (hereafter universally referred to as "Resident") is a graduate medical student who has been accepted for enrollment in an advanced graduate medical training Program, and;

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

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

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

WHEREAS, the parties mutually agree that patient safety and quality health care along with supervised graduate medical education is a priority of the parties, that there is a need for flexibility within the working relationship of the parties, and that an understanding of the rights and responsibilities of both parties is important at the outset of and throughout their relationship.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements set forth herein, the parties hereby agree as follows:

I. Appointment (Institutional Requirement IV.C.2.b)

A. Duration of Appointment: Begins on ("Commencement of Training) XXX, 2021 and ends on XXX, 2022.

B. Name of Graduate Medical Education Program: Advocate Health Care (Advocate XXX) Program XXX

C. Level of Training: PGY X.

II. Requirements for Resident Prior to Commencement of Training/Pre-employment

This Agreement will be declared null and void by Advocate and shall not become effective if the Resident has not met all requirements as set forth below prior to the commencement date of training.

- A. State of Illinois Licensure:** The Resident agrees to acquire and maintain the appropriate State of Illinois License (at Resident's expense) as defined by the Illinois Medical Practice Act by XXX, 2021 {*commencement of training as listed in Sect. 1. A.*}. A Resident will not be permitted to begin or continue in a Program under any circumstances until the appropriate license has been obtained. The Resident is responsible for notifying the Program Director immediately, in writing, if any such license is revoked or otherwise restricted.
- B. Employment Eligibility (if applicable):** The Resident agrees to comply with all legal and immigration requirements, if applicable, necessary to obtain and maintain appropriate visa status required to pursue graduate medical education in the USA. All Visa application and maintenance fees will be paid by the Resident. A Resident will not be permitted to begin or continue in a Program without a valid visa/work authorization. The Resident is responsible for notifying the Program Director immediately in writing if his/her visa is revoked or otherwise restricted.
- C. Post Offer Physical/Drug Screening/Criminal Background Check:** Residents must complete a post-offer physical examination and drug screen through the Advocate Employee Health/Occupational Health Department prior to starting employment. Advocate Aurora Health screens for drugs using hair testing. A 1 1/2" sample of hair will be used. Please note that while cannabis use is legal in Illinois, it is a Schedule I drug under Federal Law and leads to physician impairment. Advocate Aurora Health tests for marijuana as part of the Post Offer Drug Testing. Applicants who have tested positive will have the opportunity to provide a reasonable explanation to the Medical Review Officer (MRO). If an explanation is not provided or is clinically unacceptable, the applicant will be denied employment. External disclosures of such information will be made only as permitted by law. Residents are also subject to the Advocate Human Resources Policy: Applicant Background Checks, which requires a comprehensive background check as part of the pre-employment process. Pre-employment screening can include but is not limited to, a review of previous employer references, criminal history, driving history, and social security number.
- D. Professional Liability Insurance (Institutional Requirement IV.C.2.f)**
Resident must qualify for professional liability insurance coverage provided by Advocate's Self-Insured Trust pursuant to Graduate Medical Education Policy: *Professional Liability*.

III. Compensation and Benefits (Institutional Requirement IV.C.2.c)

- A. Compensation:** Advocate shall provide the Resident with an annual salary of \$XXX. Paychecks shall be delivered in accordance with Advocate policy.
- B. Benefits:** Resident will receive the following benefits subject to the terms and conditions of Advocate's current benefit plans or policies. Details of any other additional/optional benefits provided to the Resident as per individual Hospital policy are

outlined in Exhibit A, attached and incorporated by reference herein. The benefits listed below may be unilaterally modified by Advocate from time to time.

1. **Medical, Dental, Vision: (Institutional Requirement IV.C.2.g)**

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

2. **Disability Insurance: (Institutional Requirement IV.C.2.h)**

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

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

3. **Life Insurance:**

Advocate will provide employer paid group life insurance to the Resident equal to one times the annual salary, with a minimum benefit of \$30,000. In addition, the Resident may purchase Optional Life Insurance; complete information will be provided prior to enrollment.

4. **Worker's Compensation:**

Advocate will provide Worker's Compensation coverage to the Resident.

5. **Paid Time Off: (Institutional Requirement IV.C.2.i)**

Paid Time-Off (PTO) is defined as vacation time and unplanned absences. PTO is to be used in accordance with Advocate's Graduate Medical Education Policy: Paid Time Off (PTO) and Leave of Absence: 20 paid PTO days (Monday- Friday) each academic year and 3 days for unplanned absences/year. Paid Time Off, i.e., vacation time and personal days, must be approved in advance by the Program Director or designee. Paid Time Off is not cumulative, i.e. it does not carry over from year to year. Unused paid time off will not be paid out at the end of the contract year.

6. **Educational Leave: (Institutional Requirement IV.C.2.i)**

All Residents PGY 2-7 will be allowed 5 paid education days to attend/present at a conference or attend a Board Review course.

7. **Leave of Absence/Unpaid Leave: (Institutional Requirement IV.C.2.j-k)**

All Residents are entitled to benefits under the Human Resource Policy: Leave of Absence: which includes Family and Medical Leave Act (FMLA Leave), or other legally required and Advocate sponsored Personal Leave of Absence. All Leaves of Absence, either those subject to Federal and State statutes or otherwise, must be coordinated and/or approved by the Program Director and may affect the Resident's intended graduation date.

Repeat of training and/or make up time required to fulfill criteria for completion of residency is determined by the Program Director consistent with the standards of the American Board of Medical Specialty (ABMS). Residents who take a Leave of Absence for any reason during the specialty training period will be informed in writing by the Program Director of the effect of the Personal Medical Leave of Absence/Personal Leave of Absence on both program completion and eligibility for specialty board examination. Each Program Director is responsible to review the Human Resources Policy on Leave of Absence with the Resident and its effect on program completion and board exam eligibility.

8. Professional Liability Insurance: (Institutional Requirement IV.C.2.f)

During the term of this agreement, Advocate will provide professional liability insurance for the Resident on their first day of training for all activities within the scope of their residency program and their Resident Agreement, at no cost to the Resident. Such limits will be \$1 million per occurrence and \$3 million in the annual aggregate. These limits are not in addition to the Advocate's Self-Insured Retention, but are included in the underlying Advocate Hospital professional liability coverage. Defense costs and indemnity settlement or award payments will be made on behalf of Resident for claims involving the alleged negligent acts or omissions of the Resident within the scope of the agreement. Insurance coverage for Resident will also be subject to all of the Trust and Liability Program coverage terms and conditions. Resident understands that any settlement involving his/her medical conduct may require Advocate to report such claim settlement to the National Practitioner's Data Bank or additional regulatory agencies.

The decision to appoint defense counsel and resolution of any litigated or non-litigated case is within the sole authority of Advocate. Resident agrees at all times to fully cooperate in the defense and investigation of any and all claims or lawsuits. Advocate Professional Insurance Coverage provided under this agreement only applies to medical care rendered at Advocate owned or operated facilities ("Advocate Health Care Network"). For all training activities or rotations at sites outside the Advocate Health Care Network, Resident must obtain specific approval by submitting a written request, with the approval of his/her Program Director, the site Associate Designated Institutional Official, and the Risk Management Department. The request must demonstrate benefit to the education of Resident plus benefit to the Program and Advocate. Approval for coverage for training outside of the Advocate Health Care Network can only be granted by and is within the sole discretion of the Risk Management & Insurance Department for Advocate Health Care Network. The Self Insured Trust does not cover Resident moonlighting activities or any other professional activity not related to residency.

Extended reporting of claims for alleged acts or omissions of Resident is provided following the expiration of this agreement so long as they occurred during the term and scope of the agreement. All provisions and requirements in this paragraph will survive the expiration and/or termination of the agreement.

9. Additional Benefits:

All Residents will be provided: on-call housing, 3 new lab coats in the PGY 1 year and 2 replacement lab coats in the PGY 2-7 year as needed and \$1,000 per year meal allowance to be paid semi-annually. Personal housing must be obtained and fully paid for by the Resident. Details of any other optional /additional living condition

benefits provided by the Hospital are outlined in Exhibit A, attached and incorporated by reference herein.

IV. Advocate Responsibilities

A. Institutional Accreditation:

Maintain Institutional accreditation for graduate medical education with the Accreditation Council for Graduate Medical Education (ACGME) and for patient care services with the accrediting agency approved by Advocate.

B. Program Accreditation:

Provide oversight of all ACGME sponsored/administered Residency Programs via the Advocate Graduate Medical Education Committee to ensure that each Program provides quality education and is in compliance with all accreditation requirements.

Advocate, the Hospital and the program are responsible to provide orientation and ongoing education and updates, as necessary to Resident(s) regarding all applicable policies and procedures to include but not be limited to Work Hours and Moonlighting.

C. Environment of Training:

Provide a suitable environment for graduate medical education consistent with the standards promulgated from time to time by the ACGME. This includes responsibility for promoting an ethical, professional and educational environment that supports Resident learning and achievement of the core competencies: Medical Knowledge, Patient Care, Professionalism, Interpersonal and Communications Skills, Practice-Based Learning and Improvement and Systems-Based Practice. Advocate is also committed to promoting safety and quality education through carefully constructed duty hour assignments, standardized transitions of care, and faculty supervision and availability. Advocate promotes/adheres to the duty hour rules as published by the ACGME for all sponsored and administered Programs.

D. Commitment of Resources:

Provide sufficient Institutional resources to the best of its ability to ensure effective implementation and development of all sponsored and administered Programs in compliance with both Program and Institutional accreditation requirements.

E. Designation of Director:

Designate a Program Director to serve as the person or persons responsible for the implementation of this Agreement and for the overall supervision of the Resident.

F. Resident Involvement:

Provide opportunity for involvement of the Resident in areas of interest for his /her education or patient care through appointment to appropriate Advocate and/or Hospital councils or committees.

G. Education and Work Environment:

Provide an educational and work environment in which Residents may raise and resolve issues without fear of intimidation or retaliation.

H. Evaluation:

Provide the Resident with regular feedback on performance, ability, knowledge and patient care skills. Provide a semi-annual written evaluation of his/her work and performance by the appropriate Program Director or designee. Maintain a personal record of evaluation/performance which is accessible to the Resident.

I. Remediation:

Provide a program of remedial opportunities to the Resident who needs to develop or enhance skills or behaviors as deemed necessary by the Program Director and faculty.

J. Grievance/Due Process: (Institutional Requirement: IV.C.2.e)

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

K. Impairment and Substance Abuse:

Inform the Resident and make available the Advocate Human Resource Policies: Fitness for Duty-Behavior, SYS-013-029 and Fitness for Duty- Drug and Alcohol Abuse, as the applicable Advocate policies dealing with Resident physician impairment, including impairment related to substance abuse. Advocate will provide the Resident with an educational program regarding physician impairment, including substance abuse.

L. Harassment:

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

M. Accommodation for Disability:

Inform the Resident and make available the Advocate Graduate Medical Education Policy: Resident Services: Accommodation for Disability, pertaining to qualified applicants and Advocate employed Residents requesting accommodation for disabilities.

N. Hospital Sponsored Counseling:

Inform the Resident and make available, the Advocate Human Resource Policy: Employee Assistance Program (EAP), regarding access to Advocate sponsored counseling and other support services on a confidential basis, including matters related to Resident impairment.

O. Confidentiality:

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

V. Resident Responsibilities (Institutional Requirement: IV.C.2.a)

A. Compliance with Laws, Regulations and Accreditation Requirements:

The Resident acknowledges that Advocate has certain obligations in connection with applicable laws, regulations and accreditation standards. The Resident further acknowledges that Advocate, from time to time, may adopt policies, procedures, and/or documentation requirements in connection with the implementation of such laws, regulations, and accreditation standards. The Resident agrees to cooperate fully with Advocate in compliance with all applicable laws, regulations and accreditation standards as may be enacted or amended from time to time and with all implementing policies, procedures and/or documentation requirements now in existence or as may be adopted or amended by Advocate from time to time.

B. Educational Activities:

The Resident agrees to participate fully in the educational activities of the Program, including rotations, continuity and/or community clinics, and the performance of scholarly and research activities as assigned by the Program Director, attend all required educational conferences, assume responsibility for teaching and supervising Residents and students and participate in assigned Hospital, Medical Staff and Program activities. This includes compliance with all required computer based training modules as assigned. The Resident also agrees to submit faculty and Program evaluations in a timely manner as requested.

C. Development of Program of Study:

The Resident agrees to develop and follow a personal program of study and professional growth with guidance from the Program Director and faculty in order to demonstrate ability to assume graded and progressive responsibility for patient care. Furthermore, the Resident agrees to participate in safe, effective and compassionate patient care under supervision commensurate with their level of training and responsibility.

D. Professionalism:

The Resident agrees to conduct himself/herself in a professional manner consistent with Advocate, Hospital and Advocate Medical Education Department policies. The Resident agrees to accept and respect the Mission, Values and Philosophy of Advocate Health Care and its values of equality, compassion, excellence, partnership, and stewardship and to treat all patients, colleagues, associates and visitors in a respectful and courteous manner and to adhere to Advocate's Behaviors of Excellence.

E. Health Services Compliance:

The Resident agrees to comply with Advocate's requirements concerning either periodic health monitoring, vaccination or additional required testing relating to the Resident's ongoing health status.

F. Participation in Committees:

The Resident will participate, if appointed, on Advocate, Hospital or Program committees or councils that relate to Resident education or improvement in patient care.

G. Medical Records:

The Resident acknowledges that all patient related records are the property of Advocate and agrees to cooperate fully with the Advocate, Program and Medical Staff policies regarding the completion of medical records.

H. Confidentiality:

The Resident agrees to maintain the confidentiality of all written, oral or computerized information relating to Advocate's patients and family members and to adhere to the Advocate HIPAA/Health Care Business Conduct principles at all times. The Resident understands that his/her assigned electronic log-on constitutes his/her legal electronic signature and agrees to not share the assigned log-on or password.

I. Quality Improvement/Risk Management:

The Resident agrees to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program Director and to provide such information as may be required to fulfill the Quality Improvement/Risk Management efforts of the Hospital or Advocate. The Resident also agrees to participate in the defense of any claims arising during residency both during the term of this Agreement and after completion of the Program.

J. Return of Materials:

At the time of the expiration or in the event of termination of the Agreement, the Resident shall return all Hospital and/or Program property, including but not limited to books, equipment, keys, pagers; complete all necessary records; and settlement of all professional and financial obligations.

K. Nondiscrimination:

In performing under this agreement, the Resident shall not discriminate on the basis of race, sex, color, age, religion, national origin, disability, health status, sexual orientation, source of payment, or ability to pay for services rendered.

VI. Other Terms and Conditions

A. Work Hours: (Institutional Requirement IV.C.2.I)

The Resident understands and agrees that the hours of work will vary with the clinical services to which he/she is assigned; that there are no pre-determined hours of work; and that the hours will be based in part by the clinical service to which he/she is assigned, the needs of the patients, and the needs of Advocate to provide safe, and effective patient care. The hours of work for all Advocate sponsored and administered Programs will be in compliance with the ACGME standards as defined in the Common Program Requirements (www.acgme.org) and the Advocate Graduate Medical Education Policy: *Work Hours, Fatigue Management and Mitigation*. It is the responsibility of the Program and Advocate to establish rotations and assignments in keeping with established ACGME Clinical Experience and Education rules. It is the responsibility of the Resident to adhere to the work hour standards and to complete in a timely manner any Program or Advocate monitoring requirements related to Clinical Experience and Education.

B. Moonlighting: (Institutional Requirement IV.C.2.I)

Moonlighting per the Graduate Medical Education Policy on Moonlighting is defined as voluntary, compensated, medically related work (not related to training requirements) performed either; within the institution in which the Resident is training; at any of its

related participating sites; or at an outside institution unrelated to the Resident's training program. No Resident can be required to engage in such moonlighting activities. ACGME Requirements dictate that PGY I Residents are not allowed to moonlight. Senior Level Residents may not engage in moonlighting without prior notification to and written permission of the Program Director as per the Medical Education policy on Moonlighting. The Program Director reserves the right to prohibit moonlighting if such employment may interfere with the Resident's duties and obligations to the Program or interfere with his/her clinical performance. In the event a Resident does moonlight, his/her performance will be monitored and evaluated to ensure compliance with the 80 hour work week restriction. Moonlighting activities, whether occurring within the sponsoring hospital or elsewhere, are not covered by Advocate's Professional Liability Insurance as detailed in this Agreement.

C. Restrictive Covenant:

Advocate shall not require Residents to sign a non-competition guarantee or restrictive covenant.

D. Termination, Promotion/Re-Appointment:

1. **Termination for Cause:** Advocate may terminate this Agreement at any time for cause, effective upon receipt of written notice to the Resident. Cause shall include but not be limited to:
 - a. Professional incompetence,
 - b. Failure by the Resident to obtain or maintain appropriate professional license or valid visa/work authorization,
 - c. Serious neglect of duties or violation of Advocate or Hospital rules, regulations or policies by the Resident,
 - d. Conduct by the Resident seriously and clearly prejudicial to the best interests of the Advocate and/or Hospital,
 - e. Acts of fraud, dishonesty or misconduct determined to render the Resident professionally unfit to practice,
 - f. Conviction of the Resident of any crime punishable as a felony,
 - g. Exclusion from or sanction by Medicare, Medicaid or other public health program.

Termination of the Resident Agreement is subject to the Graduate Medical Education Policy: *Due Process/Appeals*.

2. **Termination of Agreement by Resident:**

The Resident may terminate this Agreement and withdraw from the Program after written notice to and discussion with the Program Director. Resident may terminate this Agreement voluntarily by providing no less than sixty (60) days prior written notice to the Program Director.

3. **Conditions for Promotion/Reappointment: (Institutional Requirement: IV.C.2.d)**

Advocate's appointment of the Resident shall be for one year and promotion/reappointment to a subsequent year of residency shall require the execution of a new agreement.

Promotion/Reappointment to the next level of training is at the sole discretion of the Program and is expressly contingent upon the Resident's successful achievement of Program specific promotion/graduation criteria; satisfactory performance evaluations;

full compliance with the terms of this Agreement; continuation of Advocate's and Program's accreditation; and Hospital's financial ability.

4. Non-Promotion/Non-Renewal of Appointment:

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

5. Non-Renewal by Resident:

If the Resident intends not to seek reappointment he/she must provide no less than sixty (60) days prior written notice to the Program Director.

6. Program Closure/Reduction:

In the event that the sponsoring Institution (Advocate) and/or Program are closed or there is a reduction in the total number of Residents in the Program, the Designated Institutional Official (DIO) will inform the Associate Designated Institutional Official (ADIO), the Advocate Graduate Medical Education Committee (AGMEC), Residents and the Program personnel as soon as possible. Notification will be both verbal and written. Advocate and the Program will use its best efforts to allow the Residents to complete the Program within the Sponsoring Institution. In the event that continuation/completion is not feasible, Advocate will use its best efforts to transfer the Resident to another accredited Program.

E. Notice: Any notice given in connection with this Agreement shall be in writing delivered via electronic mail, read receipt requested:

To Hospital:

XXX

Attn: Vice President, Chief Medical Officer

With a Copy to:

Advocate Health Care

Attn: Chief Academic Officer/Advocate Designated Institutional Official

To Resident:

XXX

Attn: XXX

Any party may change the address stated herein by giving written notice of the change in accordance with this paragraph.

F. Medical Staff Membership:

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

G. Amendment and Assignment:

This Agreement may be amended only in writing and signed by all parties. This Agreement may not be assigned to another party.

H. Governing Law:

This agreement shall be construed under the laws of the State of Illinois.

I. Entire Agreement:

This Agreement contains the entire understanding of the Hospital and Resident and supersedes all negotiations, prior or contemporaneous discussions, or agreements or understandings, whether written or oral.

IN WITNESS WHEREOF, this agreement has been executed by Advocate and the Resident on the date first written above.

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

Advocate/Hospital:

Resident:

By: _____
XXX Date
Program Director

_____ Date
XXX Resident

Advocate Health Care:

By: _____
Thomas J. Hansen, MD Date
System, Vice President/Chief Academic Officer/
Advocate Designated Institutional Official (DIO)

EXHIBIT A