This Agreement is entered into this XXX day of XXX, XXXX 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, DO, hereinafter referred to as (“Resident”).

WHEREAS, the Intern/Resident (hereafter referred to as “Resident”) is a graduate of an osteopathic medical school who has been accepted for enrollment in an advanced osteopathic graduate medical training program (“Program”) in XXX of the Hospital; and

WHEREAS, the Program is sponsored by an institution engaged in providing medical care services; and

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

WHEREAS, osteopathic graduate medical education requires that the Resident be directly involved in providing patient care under supervision in an institution that accepts responsibility for the quality of its education programs; and

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

WHEREAS, the activities of the Resident in the Program are recommended by the American Osteopathic Association and specialty societies that govern osteopathic medical education; and

WHEREAS, during his/her training, the Resident will, as described below, receive an annual stipend and additional educational 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 Resident and the Hospital agree that their relationship is solely educational, and

WHEREAS, 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 IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

In consideration of the foregoing and of the terms, covenants, and conditions hereinafter set forth, each of the parties agree that the following terms and conditions will govern the operation of the Program:

I. Program Description

A. Duration of Program: Begins on XXXX, XXXX and ends on XXXX, XXXX.

B. Field of Osteopathic Graduate Medical Education: XXX

C. Level of Training: OGME XXX

II. Educational Support

A. Advocate shall provide the Resident with an annual salary of $ XXX. Paychecks shall be delivered in accordance with Advocate policy.

III. Requirements for Residents prior to Commencement of Agreement

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

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 (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 the necessary visa status required to pursue graduate medical education in the USA. Visa application and maintenance expense 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:
As per the Advocate Human Resource Policy: Post Offer Physical Examination, SYS-014-006 and Post Offer Drug Testing, SYS-014-003, Residents must complete a post offer physical examination and drug screening through the Advocate Employee Health/Occupational Health Department prior to starting employment. Residents are also subject to the Advocate Employee Health/Occupational Health Policy: Immunity of Clinical Associates, SYS-014-019. Applicants who have tested positive will have the opportunity to provide a reasonable explanation. 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, SYS-014-010, 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:
Resident must qualify for professional liability insurance coverage provided by Advocate’s Self Insured Trust pursuant to Graduate Medical Education Policy: Professional Liability.

IV. 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.

A. Medical, Dental, Vision:
Multiple coverage options for participation in the Advocate’s Comprehensive Plans within the limits of the coverage and conditions, effective the first day of employment. 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.

B. Disability Insurance:
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.

C. Life Insurance:
Advocate will provide employer paid group life insurance to the Resident equal to one and one-half times the annual salary. In addition, the Resident may purchase Optional Life Insurance; complete information will be provided prior to enrollment.

D. Worker’s Compensation: Advocate will provide Worker’s Compensation coverage to the Resident.

E. Paid Time Off:
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. 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.

F. Educational Leave:
All Residents PGY 2-7 will be allowed 5 paid education days to attend/present at a conference or attend a board review course.
G. Leave of Absence/Unpaid Leave:
All Residents are entitled to benefits under the Human Resource Policy: Leave of Absence: SYS-013-010, 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.

H. 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.

I. Professional Liability Insurance:
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.

VI. Advocate/Hospital Obligations

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 for providing orientation and ongoing education and updates, as necessary to Resident(s) regarding all applicable policies and procedures to include but not be limited to Duty 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 Communication 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. 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.

E. 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.

F. Education and Work Environment:
Provide an educational and work environment in which Residents may raise and resolve issues without fear of intimidation or retaliation.
G. 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.

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:  
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, SYS-013-007, 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: SYS-013-015 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, SYS-013-034, regarding access to Advocate sponsored counseling and other support services on a confidential basis, including matters related to Resident impairment.
O. Restrictive Covenant:
Hospital shall not require Residents to sign a non-competition guarantee.

P. 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.

VII. Resident’s Obligations

A. Duty Hours:
The Resident understands and agrees that the hours of duty will vary with the clinical services to which he/she is assigned; that there are no predetermined hours of duty; and that duty hours will be based in part on the needs of the patients, and the needs of the Hospital to provide safe and effective patient care. The Hospital and the Resident will abide by all American Osteopathic Association (AOA) requirements regarding duty hours and the work environment for Residents and the Advocate Graduate Medical Education Policy on Work Hours, Fatigue Management and Mitigation. It is the responsibility of the Program, the Hospital and Advocate to promote patient safety and education through carefully constructed duty hour assignments and faculty supervision. It is the responsibility of the Resident to adhere to the AOA duty hour standards and to complete in a timely manner any Program or Hospital monitoring requirements related to duty hours.

B. Assignments/Rotations:
Assignments and rotations will be carried out by the Resident as defined by the Osteopathic Director of Medical Education/Program Director under the guidelines of the American Osteopathic Association (AOA), and the respective specialty affiliates Evaluating Committee.

C. 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.

D. 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.

E. Development of Program 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.

F. 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.

G. Mission Statement/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. The Resident also agrees to adhere to the Principles of Medical Ethics of the American Osteopathic Association and all applicable statutes of the State of Illinois relating to the practice of medicine.

H. 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.

I. Cost Containment:
Apply cost containment measures in the provision of patient care.

J. Moonlighting:
OGME1 Residents are not approved to moonlight. 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.

K. 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.
L. 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.

M. 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.

N. 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.

O. 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.

VIII. Termination, Promotion/Reappointment

A. 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 the Medicare, Medicaid or other public health program.

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

C. Conditions for Promotion/Reappointment:
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.
All AOA accredited programs must have formal evaluation procedures consisting of any or all, but not
limited to the following: formal written evaluations by medical staff/faculty physicians; scheduled
written examinations; scheduled oral examinations; practical examinations at the bedside; formal
conference presentations; and professional and personal characteristic reports. In addition, each
Resident should expect to review his/her performance with the Program Director or designee at least
once during the academic year or as dictated by AOA requirements. Any makeup time must be
completed at the end of the contracted year and/or be a prerequisite 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.

In addition, progression to the third (3rd) year of training in all AOA accredited programs is
contingent upon successfully passing the COMLEX USA-3 exam.

D. Non-Promotion/Non-Renewal of Appointment:
Should the Program decide not to promote or 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.

E. 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.

F. Program Closure/Reduction:
In the event the sponsoring Institution and/or Program are closed or there is a reduction in the total
number of Residents in the Program, the Osteopathic Director of Medical Education, the (Associate)
Designated Institutional Official (if applicable), the Graduate Medical Education Committee and the
Program/Residents will be informed as soon as possible both verbally and in writing. 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.

If Hospital is unable to allow the resident to complete the program on site or in a geographically
proximate program; the Hospital will provide two (2) months’ severance pay to the Resident.
IX. General Provisions

A. Notice: Any notice given in connection with this Agreement shall be in writing and delivered by hand or certified mail, return receipt requested as follows:

To Hospital:
XXX
Attn: Vice President of Medical Management

With a Copy to:
Advocate Health Care
3075 Highland Pkwy
Downers Grove, Illinois 60615
Attn: Thomas J. Hansen, MD
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.

B. 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.

C. Amendment and Assignment:
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.

D. Governing Law:
This Agreement shall be construed under the laws of the State of Illinois.

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

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

Hospital:

By: ____________________________________________

XXX, DO
Program Director Date

By: ____________________________________________

Thomas J. Hansen, MD Date
Chief Academic Officer/ Designated Institutional Official

Resident:

By: ____________________________________________

XXX, DO Date