

## GRADUATE MEDICAL EDUCATION AGREEMENT

This Agreement is between LOYOLA UNIVERSITY MEDICAL CENTER, an Illinois not-for-profit corporation, (LUMC) and «LAST», «FIRST»

### TERM OF AGREEMENT:

This Agreement commences on the date Resident obtains Illinois Medical Licensure, and if applicable, appropriate visa, but no earlier than: «Start\_Date»

Residency Program: «PROGRAM»

This Agreement terminates one year from the date of commencement of this Agreement, but no earlier than: «End\_Date»\*

Position: «Compensation\_Status»

Stipend for the Term: \$«Compensation»

\* - unless terminated sooner pursuant to established policies and procedures

### PREAMBLE

This Agreement is entered into for the purpose of defining the relationship between LUMC and the Resident during the Resident's participation in LUMC'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. This Agreement is not a promise of continuing or future employment.

### STIPEND AND BENEFITS

LUMC shall provide the following stipend and benefits:

1. LUMC 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, valid work authorization and a valid Social Security Number.
2. LUMC shall provide to the Resident those benefits listed on the Benefits Addendum 2021-22 edition which is attached hereto as Exhibit A, and made a part hereof.
3. LUMC 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. LUMC 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, 2021, and when applicable, fail to obtain the appropriate work authorization forms, Social Security Number, visas, and other permits as may be required by the United States Immigration and Customs Enforcement, by September 1, 2021, or meet other program requirements by September 1, 2021, 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. Complete and sign, within ten (10) days of discharge, all medical charts of LUMC patients. LUMC 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 LUMC'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.
16. Comply with annual Fit testing, TB testing, seasonal flu vaccination requirements and other Employee Health Services requirements.

#### **MISCELLANEOUS**

LUMC abides by all applicable provisions of Federal, State and Local law. LUMC 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. LUMC 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, LUMC 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 Designated Institutional Official within fifteen (15) days of the event-giving rise to the grievance.

Although various departments within LUMC 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 Resolution of Resident Issues. The Resolution of Resident Issues 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 Designated Institutional Official (DIO) or Vice President of GME (VP of GME) may suspend the Resident, without a stipend, or immediately terminate the Resident if the Program Director and/or DIO or VP of GME 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 academic probation or suspension shall be null and void. The Resident further acknowledges that renewal of this Agreement is at LUMC's sole discretion and agrees that LUMC 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, LUMC 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 LUMC'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 LUMC 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:

«First» «Last»  
AGREED:

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Anne Hartford, MBA  
Designated Institutional Official  
Loyola University Medical Center  
Loyola Medicine – MacNeal Hospital

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Resident Signature

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Signature Date



# 2021 Trinity Health **Summary of Benefits**

**Medical Residents at Loyola University  
Medical Center**

## Health & Well-being Benefits

Coverage is effective on the first day of the term of the Agreement if Resident timely enrolls<sup>1</sup>



Benefit	Who Pays	Provisions
<b>Medical</b>	Loyola University Medical Center (Loyola) + Resident	Participation in one of the following plans is offered: <ul style="list-style-type: none"> <li>• Traditional Plan</li> <li>• Health Savings Plan</li> <li>• Essential Plan</li> </ul>
<b>Dental</b>	Loyola + Resident	Participation in one of the following plans is offered: <ul style="list-style-type: none"> <li>• High Plan</li> <li>• Standard Plan</li> </ul>
<b>Vision</b>	Resident	Participation in one of the following plans is offered: <ul style="list-style-type: none"> <li>• High Plan</li> <li>• Standard Plan</li> </ul>
<b>Health Savings Account (HSA)</b>	Loyola + Resident	Pre-tax salary deductions to reimburse for qualified medical expenses up to 2021 IRS limits of \$3,600* for single coverage and \$7,200* for family coverage (limits include both Resident and employer contributions). Residents age 55 and over can contribute an additional catch-up contribution of \$1,000. Unused funds roll over year after year.  Loyola will also make an annual contribution of \$650 for single coverage and \$1,300 for family coverage, prorated based on start date. Eligibility for the HSA dependent upon enrollment in the Health Savings Plan.
<b>Health Care Flexible Spending Account (HCFSA)</b>	Resident	Pre-tax salary deductions to reimburse for qualified medical expenses. Resident may elect to contribute pre-tax dollars each pay period up to a maximum of \$2,750 annually.
<b>Dependent Care Flexible Spending Account (DCFSA)</b>	Resident	Pre-tax salary deductions for dependent care expense reimbursement. Annual maximum of \$5,000 (\$2,500 if the Resident is married but files a separate tax return).
<b>Basic Group Term Life and Accidental Death and Dismemberment (AD&amp;D)</b>	Loyola	Basic group term life insurance coverage equal to 1x base annual salary, subject to plan maximums; AD&D insurance coverage equal to 1x base annual salary, subject to plan maximums; this coverage is automatically provided by the employer and no enrollment is required.
<b>Supplemental Life, Supplemental AD&amp;D; Spouse and Dependent Life</b>	Resident, after tax	Resident may elect to purchase additional group term life insurance up to 8x base annual salary, subject to plan maximums and evidence of insurability requirements. Resident may also purchase additional AD&D insurance up to 8x base annual salary, subject to plan maximums and evidence of insurability requirements. Resident may also elect to purchase the following coverage for spouse and child(ren), subject to policy limits and requirements: <ul style="list-style-type: none"> <li>• Spouse life: \$10,000, \$20,000, \$50,000, \$80,000 or \$100,000.</li> <li>• Child(ren) life: \$5,000, \$10,000 or \$20,000.</li> </ul>

<sup>1</sup>For first year Residents, the initial enrollment period is 30 days from the first day of the term of the Agreement. Residents other than first year Residents must enroll for an Agreement term prior to the beginning of that term and, if they do not timely enroll, their benefit elections from the prior term carryover to the new term except HSA, HCFSA and DCFSA elections.

## Live Your Whole Life Well-being Initiative

Coverage is effective on the first day of the term of the Agreement



Benefit	Provisions
<b>Well-being Initiative</b>	At Trinity Health and Loyola, we believe that staying healthy – in body, mind and spirit – supports our ability to care for ourselves, our families and those we serve. Through the Live Your Whole Life Well-being initiative, colleagues have access to tools and resources to help better understand, maintain and improve health and well-being. Participation will help maintain the lower per pay period cost for medical coverage. New hires with a benefits effective date after Jan. 1 pay lowest per pay period cost throughout their first plan year.

## Time Away From Work Benefits

Coverage is effective on the first day of the term of the Agreement; all employer-paid benefits except the LTD buy-up plan

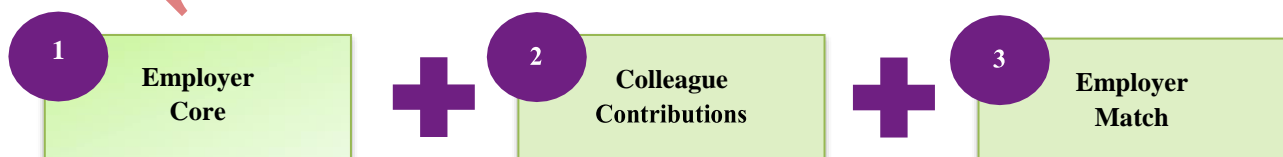
Benefit	Provisions
<b>Short-Term Disability (STD)</b>	Employer paid STD provides up to 50% of pre-disability earnings for an approved leave of absence exceeding fourteen (14) consecutive calendar days, with a maximum benefit of 26 weeks from date of disability in accordance with the plan.
<b>Long-Term Disability (LTD)</b>	Upon the greater of exhaustion of STD or 180 consecutive calendar days of disability, employer-paid group LTD insurance provides a benefit of 50% of pre-disability earnings from Loyola up to a monthly maximum of \$10,000 in accordance with the policy for the first 30 months of disability. Benefit for disability exceeding 30 months is outlined in the certificate of coverage/summary plan description. Residents have the opportunity to elect the LTD buy-up plan, which provides a benefit of up to 66.67% of pre-disability earnings from Loyola up to a monthly maximum of \$10,000 in accordance with the policy for the first 30 months of disability. Benefit for disability exceeding 30 months is outlined in the certificate of coverage/summary plan description. Residents pay the full premium for the LTD buy-up plan.
<b>Paid Time Off (PTO)</b>	Resident receives 20 eight (8) hour days of “drop-in” PTO (also referred to as “front-loaded” PTO hours) per Agreement year on the first pay of the Agreement year for vacation and educational leave. The entire 20 days of PTO are available for use on approval from the Department Chair/Program Director and in accordance with the applicable PTO policy. PTO days are non-cumulative and do not carryover from year to year or beyond the term of the Agreement. In addition, payment in advance or payment for unused PTO days will not be permitted. However, payment of unused PTO days upon termination of employment will be made to the extent required by Illinois or local law.
<b>Sick Days/Family Care</b>	Resident receives 12 eight (8) hour days of “drop-in” sick days (also referred to as “front-loaded” sick days) per Agreement year on the first pay of the Agreement year. Sick days may be used for the Resident’s personal illness or to care for an ill or injured eligible family member or to attend a medical appointment with an eligible family member. A maximum of five (5) sick days may be used for family care. An “eligible family member” for this purpose is the Resident’s biological child, adopted child, stepchild, legal ward, spouse, sibling, parent, mother- or father-in-law, grandchild, grandparent, or stepparent. The Program Director may require a physician’s certification of illness. Sick days are non-cumulative and do not carryover from year to year or beyond the term of the Agreement. In addition, payment in advance or payment for unused sick days will not be permitted and unused sick days will not be paid out upon termination of employment.
<b>Jury Duty Pay</b>	Base salary paid for time away from work to serve when summoned to jury duty in accordance with the Jury Duty Benefit policy.
<b>Witness Duty Pay</b>	Base salary paid to testify as a witness at the request of Trinity Health Corporation or one of its ministries or subsidiaries, including Loyola, unless paid as an expert witness in accordance with the Witness Duty Benefit policy.

# 403(b) Retirement Savings Plan



Benefit	Who Pays	Provisions
<b>Employer Core Contribution</b>	Trinity Health	<p><b>Core Contribution:</b> The employer will make a "core" contribution to a colleague's 403(b) Plan account equal to the greater of 3% of the colleague's eligible pay with a minimum contribution of \$1,400 (based on hours worked and prorated if a participant is credited with fewer than 1,800 hours during a plan/calendar year).</p> <p><i>*Colleague is eligible for the core contribution for a particular year upon being credited with 1,000 hours of service and also being employed on the last day of the plan/calendar year.</i></p>
<b>Colleague Contributions</b>	Colleague	<p>Colleague may elect to make salary deferral contributions up to 75% of eligible pay (as defined in the 403(b) Plan and subject to the annual limit on compensation taken into account for purposes of the 403(b) Plan set by the Internal Revenue Service ("IRS"), which is \$290,000 for 2021); deferral contributions cannot exceed the annual dollar limit set by the IRS (\$19,500 for 2021) plus, if the colleague is at least age 50, an additional "catch-up" contribution up to the limit set by the IRS (\$6,500 for 2021). Auto enrollment will occur for new hires at 2% of eligible pay.</p>
<b>Employer Match Contribution</b>	Trinity Health	<p><b>Employer Matching Contribution:</b> The employer will make an employer matching contribution of 25%, 50% or 75% of the colleague's salary deferral contributions up to 6% of eligible pay; applicable match percentage is based on the colleague's years of benefit service.</p> <p>Participants are 100% vested in salary deferral contributions and become vested in employer core contributions and employer matching contributions after three (3) plan/calendar years in which they are credited with at least 1,000 hours of service.</p> <p>The investment of all contributions to the 403(b) Plan is participant-directed among the investment options offered under the 403(b) Plan.</p> <p><i>*Colleague is eligible for the match contribution upon either budgeted hours of at least 1,560 for the plan/calendar year or being credited with 1,000 hours of service during the plan/calendar year.</i></p>

## Maximize Your Retirement Savings



## Other Benefits



Residents are eligible for Travel and Accident Insurance, Customary Hospital Lodging (Call Rooms), and the Employee Assistance Program (EAP) benefits on the first day of the term of the Agreement; Residents may participate in the Voluntary Benefits effective 1st of the month following 30 days of employment. The employer pays for these benefits with the exception of Voluntary Benefits which are paid for by the Residents on an after-tax basis.

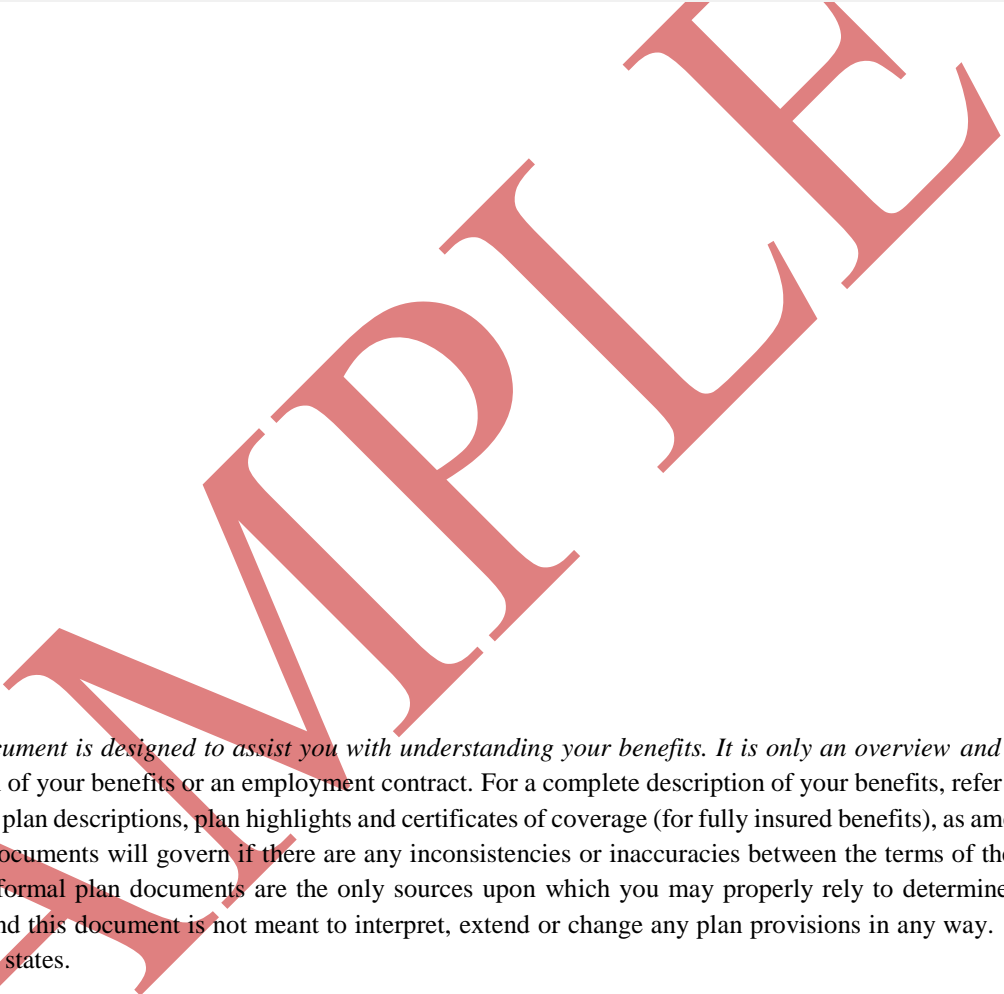
Benefit	Provisions
<b>Travel and Accident Insurance</b>	Coverage provided for certain losses (e.g., loss of life, limb or sight) while traveling on Trinity Health/Loyola business up to policy limits.
<b>Customary Hospital Lodging (Call Rooms)</b>	Customary hospital lodging while in-house, on overnight call will be provided by Loyola at no cost to the Resident.
<b>Voluntary Benefits</b>	Benefit options available include: <ul style="list-style-type: none"> <li>• Life Insurance</li> <li>• Critical Illness Insurance</li> <li>• Cancer Insurance</li> <li>• Auto/Homeowners Insurance (must be employed for one year to enroll)</li> <li>• Pet Insurance</li> <li>• AD&amp;D Insurance</li> <li>• Identity Theft Insurance</li> <li>• Group Legal</li> <li>• Student loan relief services</li> </ul>
<b>Employee Assistance Program (EAP)</b>	Get free, confidential support to assist you with a wide variety of services – from finding solutions to personal and family issues to supporting you in completing daily life responsibilities.
<b>Vaccinations</b>	Vaccinations will be provided on a voluntary basis or according to the Infection Control Committee's established policy.
<b>Military Services Duty Leave</b>	Residents who serve as members of the armed services should refer to the Active Military Service Leave Policy for information regarding benefits and pay/stipend provided during the leave.
<b>Family Medical Leave (FMLA)</b>	In accordance with FMLA rules and regulations, after 12 months of employment, a Resident absent from work for their own illness, illness of an immediate family member, maternity/paternity reasons or military family leave is eligible for up to twelve (12) weeks of unpaid leave. Please see the Family Medical Leave of Absence policies for additional information.
<b>Elective and Other Leaves of Absence</b>	A Resident may request an unpaid leave of absence for the following reasons in accordance with the Elective and Other Leave of Absence Policy: education, public service, non-FMLA medical leave for Resident (for the Resident's own "serious health condition" or "qualifying disabling condition"), non-FMLA care of a family member (to care for a family member with a "serious health condition") or personal reasons.
<b>Illinois Victim's Economic Security and Safety Act (VESSA)</b>	The 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 unpaid leave during a 12 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.

## Other Benefits (Continued)

Benefit	Provisions
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<b>Illinois School Visitation Rights Act</b>	The Illinois School and Visitation Act grants eligible employees up to eight (8) hours of unpaid leave to attend primary and secondary school conferences or classroom activities at their children's schools. Employees must be employed at least six (6) months to be eligible for this leave.
<b>Workers' Compensation</b>	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.
<b>Effect of Leave for Satisfying Completion of Program</b>	Each Resident will be allowed leaves of absence as described above and in Loyola's HR policies. If a leave of absence 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. During any required extension, the Resident will receive regular salary and benefits except for paid time off allowance.



*The information provided in this document is designed to assist you with understanding your benefits. It is only an overview and is not intended to be a complete description of your benefits or an employment contract. For a complete description of your benefits, refer to the applicable plan documents, summary plan descriptions, plan highlights and certificates of coverage (for fully insured benefits), as amended from time to time. The formal plan documents will govern if there are any inconsistencies or inaccuracies between the terms of the plan documents and this document. The formal plan documents are the only sources upon which you may properly rely to determine your benefits and rights under the plans and this document is not meant to interpret, extend or change any plan provisions in any way. Some coverages may not be available in all states.*

*Any change in the law or regulatory guidance issued thereunder that affects the benefits may necessitate revisions in the plans. Additionally, benefits are determined, provided and calculated pursuant to applicable policies, procedures and plan documents in effect from time to time and are, at all times, subject to alteration, revision, or discontinuation. Nothing in this summary shall prevent the employer, plan sponsor or other person(s) eligible to amend or terminate a benefit plan or program in accordance with the terms of the governing documents from amending or terminating the plan or program at any time, and, therefore, the employee benefit plans and programs offered to you may be amended or terminated at any time and for any reason without prior notification to you. Each year a revised benefit summary will be made available to you, where necessary, to reflect benefits that have been added, deleted or changed. Such revised summary will supersede the descriptions in this document. You are encouraged to refer specific tax questions regarding your benefits to your personal tax advisor.*