

## GRADUATE MEDICAL EDUCATION AGREEMENT

This Agreement is between LOYOLA UNIVERSITY MEDICAL CENTER, an Illinois not-for-profit corporation, (LUMC) and «Last\_Name», «First\_Name» (Resident).

### 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 2020-21 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, 2020, 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, 2020, or meet other program requirements by September 1, 2020, 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\_Name» «Last\_Name»  
AGREED:

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

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Signature Date

**2020 – 2021 BENEFITS\* ADDENDUM TO  
LOYOLA UNIVERSITY MEDICAL CENTER  
GRADUATE MEDICAL EDUCATION AGREEMENT**

- A. Loyola offers three medical plans administered by Blue Cross Blue Shield of Michigan - the Traditional plan, Health Savings plan (with a Health Savings Account (HSA)) and the Essential plan. Loyola offers these plans for Residents and their eligible dependents on a pre-tax basis<sup>1</sup>. Both Loyola and the Resident share in the expense for medical plan coverage. Coverage is effective on the first day of the term of this Agreement if the Resident timely enrolls in coverage during the initial enrollment period<sup>2</sup>. A Resident will also be eligible to participate in each annual open enrollment period. If a Resident enrolls in a medical plan offered by Loyola, the Resident and the Resident's dependents enrolled in the medical plan, if any, are automatically enrolled in prescription drug coverage administered by OptumRx. If a Resident enrolls in the Health Savings medical plan and opens a HSA with HealthEquity, Loyola makes a contribution to the Resident's HSA and the Resident may make pre-tax contributions to his or her HSA. Residents (and their covered spouse/eligible adult dependent, if applicable) can maintain your lower per pay cost for medical coverage throughout the plan year by earning 5,000 points through the Live Your Whole Life colleague health and well-being initiative each quarter. **In order to continue to pay the lower employee cost-sharing for medical plan coverage, the Resident and, if the Resident enrolls an eligible adult in the medical plan, the eligible adult, must timely complete a wellness health assessment and certain wellness activities.**
- B. Residents may select one of two different dental plans through Delta Dental: Delta Preferred High Plan and Delta Preferred Standard Plan. Loyola offers these plans for Residents and their eligible dependents on a pre-tax basis<sup>3</sup>. Both Loyola and the Resident share in the expense for dental coverage. Coverage is effective on the first day of the term of this Agreement if the Resident timely enrolls in coverage during the initial enrollment period.
- C. Residents may select one of two different vision plans through United Health Care: United Health Care Vision High Plan and United Health Care Vision Standard Plan. Loyola offers these plans for Residents and their dependents on a pre-tax basis<sup>4</sup>. The Resident pays the expense for vision coverage. Coverage is effective on the first day of the term of this Agreement if the Resident timely enrolls in coverage during the initial enrollment period.
- D. Residents may establish account(s) to have money deducted from paychecks on a pre-tax basis to pay eligible health or dependent care expenses. Health care annual max: \$2,700 (for 2020). Dependent care annual max: \$5,000 (\$2,500 if married filing separately) Note: If enrolling in the Health Savings medical plan, you are prohibited from also enrolling the health care flexible spending account program.
- E. Short-term disability (STD) pays a benefit if a Resident is unable to work due to a non-worked related "disability."<sup>5</sup> STD benefits generally start after a 14 calendar day elimination period following an injury or illness. Once approved, STD benefits replace up to 50% of your "pre-disability earnings"<sup>6</sup> from Loyola. STD benefits can continue for up to 180 days, with medical certification. Loyola provides this benefit at no cost to the Resident and no election is required to receive this benefit.<sup>7</sup>
- F. Long-term disability (LTD) benefits are provided by Loyola at no cost to the Resident and no election is required to receive this benefit. LTD benefits generally start after 180 days of "disability."<sup>8</sup> Once approved, LTD benefits replace up to 50% of your "pre-disability earnings"<sup>9</sup> from Loyola, up to a maximum benefit of \$10,000 per month. Residents have the opportunity to elect the LTD buy-up plan. The LTD buy-up plan replaces up to 66.67% of "pre-disability earnings" from Loyola up to a maximum benefit of \$10,000 per month. Residents pay the full premium for the LTD buy-up plan.<sup>10</sup>
- G. Basic life and accidental death and dismemberment (AD&D) insurance benefit are provided by Loyola at no cost to the Resident and no election is required to receive these benefits. Coverage is equal to one times annual base salary from Loyola. Residents may elect additional optional term life insurance coverage for themselves, purchased in increments of one times annual base salary from Loyola up to eight times annual base salary with guaranteed issue of the lesser of three times annual base salary from Loyola or \$1,000,000. There is a maximum limit of \$1,500,000 for supplemental life insurance coverage. Residents may also elect optional term life insurance for their spouse/eligible adult and/or children. Spouse/eligible adult supplemental life amounts are \$10,000, \$20,000, \$50,000, \$80,000, or \$100,000, with guaranteed issue up to \$20,000, and child life amounts are \$5,000, \$10,000 or \$20,000. Residents may elect additional voluntary AD&D insurance coverage in increments of one times annual base salary from Loyola up to

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<sup>1</sup> Coverage for a Resident's eligible adult who is not the Resident's spouse and the eligible adult's children who are not the Resident's tax-dependents will be on an after-tax basis.

<sup>2</sup> The initial enrollment period is 30 days from the first day of the term of the Agreement.

<sup>3</sup> See footnote 1.

<sup>4</sup> See footnote 1.

<sup>5</sup> See certificate of coverage for definition of "disability."

<sup>6</sup> See certificate of coverage for definition of "pre-disability earnings" for STD benefit purposes and information regarding the calculation of STD benefits. Please note that STD benefits are reduced by "other income benefits," which include, but are not limited to, social security disability benefits.

<sup>7</sup> Loyola intends to revise the absence benefits (e.g., STD, LTD, sick days/family care and PTO) for all of its colleagues, including Residents, effective January 1, 2021. Accordingly, the STD benefits outlined in this Addendum are effective July 1, 2020 through December 31, 2021. Additional information will be provided in the future regarding the STD benefits available to Residents effective January 1, 2021.

<sup>8</sup> See certificate of coverage for definition of "disability."

<sup>9</sup> See certificate of coverage for definition of "pre-disability earnings" for LTD benefit purposes and information regarding the calculation of LTD benefits. Please note that LTD benefits are reduced by "other income benefits," which include, but are not limited to, social security disability benefits.

<sup>10</sup> Loyola intends to revise the absence benefits (e.g., STD, LTD, sick days/family care and PTO) for all of its colleagues, including Residents, effective January 1, 2021. Accordingly, the LTD benefits outlined in this Addendum are effective July 1, 2020 through December 31, 2021. Additional information will be provided in the future regarding the LTD benefits available to Residents effective January 1, 2021.

eight times such annual base salary with a maximum limit of \$1,500,000. Residents pay the full premiums for optional term life insurance and voluntary AD&D insurance.

- H. Residents are eligible to make pre-tax salary deferral contributions under the Trinity Health 403(b) Retirement Savings Plan ("403(b) Plan") up to the lesser of 75% of eligible pay or \$19,500 (for 2020). Automatic enrollment at 2% of eligible compensation applies if no salary deferral contribution election is made. Salary deferral contributions are 100% vested at all times. Residents may also be eligible for employer matching and "core" contributions under the 403(b) Plan in accordance with the terms of the 403(b) Plan.
- I. Residents are eligible for the Employee Assistance Program (EAP). The EAP is a confidential, voluntary service designed to offer confidential resources for family, financial, work-related, emotional, self-esteem, drug addiction, alcoholism, and legal issues. EAP services are free and confidential.
- J. Voluntary Benefits-Farmington Company - Optional voluntary benefits are available including whole life insurance, cancer insurance, identity theft protection, auto and homeowner's insurance, legal insurance and pet insurance. Information on additional voluntary benefits is available on the mybenefits website.
- K. 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.
- L. Sick Days/Family Care - 12 calendar days are provided per Agreement year with stipend as sick days. Sick days may be used for the Resident's personal illness or to care for an ill or injured family member or to attend a medical appointment with a family member. A maximum of five (5) days may be used for family care. Eligible family member is defined as: biological child, adopted child, stepchild, legal ward, spouse, sibling, parent, mother- or father-in-law, grandchild, grandparent, or stepparent. Sick days are non-cumulative and do not carryover from year to year or beyond the terms of this Agreement. The Program Director may require a physician's certification of illness.<sup>11</sup>
- M. Paid Time Off (PTO) - 20 PTO days (four (4) weeks) are provided per Agreement year for vacation and educational leave with stipend. PTO is to be scheduled by mutual agreement with the Department Chair/Program Director, or in accordance with program policy. PTO is not cumulative and does not carryover from year to year or beyond the terms of this Agreement. Payment in advance or payment for unused PTO will not be permitted. However, payment of unused PTO upon termination of employment will be made to the extent required by Illinois law.<sup>12</sup>
- N. Family Medical Leave (FMLA) - In accordance with FMLA rules and regulations, a Resident absent from work for his or her own illness, illness of an immediate family member or maternity/paternity reasons is eligible for up to 12 weeks of unpaid leave after being employed by Loyola for 12 months and completing certain other requirements. For further information regarding FMLA, please consult the Resident Handbook or the Loyola Human Resources (HR) Benefits Team.
- O. Personal Leave of Absence - A Resident may request a personal leave of absence from the Program Director. A leave agreement must be formalized in writing between the Resident and the Program Director prior to the beginning of the leave. Requests for leave of absence in the first 12 months of the Agreement are limited to situations that would otherwise be covered by the FMLA. Leave of absences for reasons other than this during the first twelve months of the Agreement are not allowed.
  - a. To begin the process, the Resident must submit a completed General Leave of Absence Form to the Program Director at least 30 days prior to the beginning of the leave (except in case of emergency). The General Leave of Absence Form may be obtained from the Loyola HR website, must contain the reason(s) for the leave, beginning and return dates, the Resident's signature, and the Program Director's approval and signature. Once approved and signed by the Program Director, the General Leave of Absence Form needs to be returned to HR.
  - b. Benefits coverage is continued during leave under the conditions specified by the Loyola personnel policy. A Resident must first use available PTO and sick time (where applicable). Residents eligible for STD, and applying for STD, are required to use available sick time or PTO during the "waiting period" before STD payment begins. Once available PTO and sick leave, if applicable, are exhausted, subsequent leave will be unpaid at which point the Resident will be responsible for maintaining benefits, if available, at his or her own expense.
  - c. Additional benefit information is available on the Loyola HR website <http://luhs.chc.org/Departments/hm/HR/MyBen/default.aspx>
- P. Funeral Leave – In accordance with the current HR Bereavement policy
- Q. Jury Duty Leave - Paid time off will be granted in accordance with current HR Jury Duty policy.
- R. Military Service – In accordance with the current HR Military Service Duty policy.

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<sup>11</sup> Loyola intends to revise the absence benefits (e.g., STD, LTD, sick days/family care and PTO) for all of its colleagues, including Residents, effective January 1, 2021. Accordingly, the sick days/family care benefits outlined in this Addendum are effective July 1, 2020 through December 31, 2021. Additional information will be provided in the future regarding the sick days/family care benefits available to Residents effective January 1, 2021.

<sup>12</sup> Loyola intends to revise the absence benefits (e.g., STD, LTD, sick days/family care and PTO) for all of its colleagues, including Residents, effective January 1, 2021. Accordingly, the PTO benefits outlined in this Addendum are effective July 1, 2020 through December 31, 2021. Additional information will be provided in the future regarding the PTO benefits available to Residents effective January 1, 2021.

- S. Victim's Economic Security and Safety Act - The Illinois Victim's Economic Security and Safety Act (VESSA) provides that an employee who is the victim of domestic violence or who has a family or household member who is the victim of domestic violence may be eligible for a total of 12 work weeks of leave during a 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.
- T. School Visitation Rights Act - 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.
- U. Effect of Leave for Satisfying Completion of Program - 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.
- V. Customary hospital lodging, while in-house, on overnight call will be provided by Loyola at no cost to the Resident.
- W. Vaccinations will be provided on a voluntary basis or according to the Infection Control Committee's established policy.
- X. Education Assistance Benefit: The Trinity Tuition Assistance Policy for Loyola Medicine governs Resident and fellow eligibility for education assistance benefits. All Residents and fellows have an eligibility waiting period of one (1) year for themselves. All Residents and fellows will have a five (5) year waiting period to be eligible for the tuition benefit for their eligible dependents. Refer to the current HR policy for additional information.

**\*Benefits, including PTO, and permitted leaves of absence 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 Addendum 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 a Resident may be amended or terminated at any time.**