



AGREEMENT WITH PHYSICIAN - 2008-2009

THIS AGREEMENT, made and entered into this _____ day of _____, _____, _____ by the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, located at Carbondale, Illinois, for and on behalf of Southern Illinois University School of Medicine, hereinafter referred to as the “School of Medicine,” and MEMORIAL MEDICAL CENTER, SPRINGFIELD, ILLINOIS, a not for profit corporation of the State of Illinois, located at Springfield, Illinois, hereinafter referred to as the “Affiliated Hospital,” and _____, a graduate of _____, class of _____, hereinafter referred to as the “Physician.”

WITNESSETH THAT:

The Physician hereby accepts the position of _____, in the Department of _____ at the School of Medicine. The term of this agreement shall be for one (1) year commencing on _____, hereinafter referred to as the “commencement date,” and terminating on _____ and shall renew automatically for additional periods until completion of the Physician’s Residency or Fellowship Program, hereinafter referred to as the “Residency Program,” unless notice of non-renewal is provided in accordance with Paragraph H. hereof. This Agreement and any renewal hereof are contingent upon proof acceptable to the Program Director that the Physician has been issued (i) a temporary or permanent license from the Illinois Department of Professional Regulation and (ii) a valid visa (when required by law). Anything to the contrary herein notwithstanding, in the event that such proof of licensure and visa status is not provided by the Physician to the Program Director by the commencement date of this Agreement or any renewal thereof, this Agreement and any renewal hereof may be terminated without advance notice at the joint discretion of the Affiliated Hospital and the School of Medicine. In consideration of the Physician’s acceptance of the aforesaid position, and of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

A. THE AFFILIATED HOSPITAL SHALL:

1. Pay the Physician total annual compensation of _____ (\$_____) for the term of this Agreement, which compensation shall be prorated and paid on a bi-weekly basis. The amount of compensation to be paid to the Physician will be subject to adjustment on July 1 based on any generic changes in the rate of physician compensation authorized by the Affiliated Hospital during the term of this Agreement.
2. Provide the Physician with professional liability coverage under the insurance program of the Affiliated Hospital. Said professional liability coverage, whether by enrollment in a program of self-insurance, inclusion under a professional liability insurance policy or a combination thereof, shall extend to the Physician while the Physician is performing professional duties and responsibilities as a part of the Physician’s Residency Program, provided, however, that said professional liability coverage shall not apply to professional acts performed outside the scope of the Residency Program.

Said professional liability coverage shall provide legal defense and protection against awards from claims reported or filed during or after the completion of the Residency Program, if the alleged acts or omissions of the Physician were within the scope of the Residency Program, in accordance with the Affiliated Hospital's self-insured trust and liability policy.

3. Provide health, dental, disability and life insurance benefits for the Physician under the employee insurance program of the Affiliated Hospital, described in the Summary of Plan Benefits attached hereto. Health insurance benefits shall begin on the first recognized day of training. The Affiliated Hospital shall have the right to change such Plan Benefits during the term of this Agreement if said changes are consistent with changes made in the Plan Benefits of the Affiliated Hospital. The Physician shall have the option to include immediate family members under said insurance program at the Physician's own expense.
4. Provide designated sleeping quarters and meals for the Physicians during in-house call.
5. Provide the Physician with vacation (paid time off), educational leave, child care leave, bereavement leave, sick leave and job search leave as follows:
 - a. During the term of this Agreement, the Physician may be permitted to take up to ____ calendar days of paid vacation (paid time off) and up to ____ calendar days of paid educational leave during the term of this agreement, at the discretion of the Program Director of the Residency Program, hereinafter referred to as the "Program Director." Use of vacation (paid time off) or educational leave shall be subject to approval in advance by the Program Director with the concurrence of the Affiliated Hospital. In determining whether to grant the Physician's request for vacation (paid time off) or educational leave, the Program Director may take into consideration the operational needs of the Residency Program and the educational value to the Physician of the requested educational leave. The Physician shall be responsible for arranging appropriate coverage of patient care and other obligations as necessitated by requested vacation (paid time off) or educational leave, which arrangements shall be coordinated by the Chief Resident and the Program Director. Delinquent medical records, time cards, logs and evaluations must be made current before the Physician begins vacation (paid time off) or educational leave.
 - b. The Physician may be permitted to take up to twelve (12) weeks of family and medical leave without compensation (other than paid vacation [paid time off] and/or sick leave) during the term of this Agreement, in accordance with the Family and Medical Leave Act of 1993, state law, and the policies of the Affiliated Hospital. The Physician shall make requests for family and medical leave in accordance with the existing policies of the Affiliated Hospital and should consult those policies for further information.
 - c. The Physician may be permitted to take up to three (3) calendar days of paid bereavement leave for a member of his/her immediate family during the term of this Agreement, subject to approval in advance by the Program Director with the concurrence of the Affiliated Hospital. For these purposes, the immediate family is defined as spouse, child, parent, brother, sister, grandparent, grandchild and corresponding in-laws. The policy of the Affiliated Hospital will be followed.
 - d. The Physician may be permitted to take up to ____ calendar days of paid sick leave during the term of this Agreement. If the Physician is successful in

being reappointed to the Residency Program, sick leave may be accumulated and carried to successive contract years. Sick days shall be documented by the program coordinator and an up-to-date report of the number of sick days used by the Physician shall be available from the Office of Residency Affairs. All paid sick leave not taken is forfeited and is not compensated upon termination of this Agreement including termination due to completion of the Physician's Residency Program.

- e. In the event that the Physician accumulates a total of more than _____ calendar days of absence from the Residency Program during the term of this Agreement (including vacation [paid time off], educational, child care, bereavement and sick leave, suspension [with or without pay] or other absence), the Physician shall be notified in writing by the Program Director as to whether such absence necessitates remedial work in order to fulfill the requirements of the Residency Program. Such notification shall be provided to the Physician prior to any planned leave (or at the earliest practicable time after any unplanned leave) which causes the Physician to exceed this limit on absence from the Residency Program.
 - f. Successful career placement of the Physician is the goal of the Residency Program. The SIU School of Medicine and Affiliated Hospital foster job search and allow sufficient time for this endeavor during the last two years of training. The Program Director may grant up to six calendar days during the term of this Agreement for this purpose, using prudent discretion. If approved by the RRC, this time may be counted as work days when tabulating days for RRC accreditation. (The Physician is reminded that vacation [paid time off] day can also be used for job search.)
 - g. The Physician shall not be entitled to accumulate unused vacation (paid time off), educational, bereavement or job search leave beyond the term of this Agreement.
6. Provide the Physician with counseling, medical and psychological support services and measures to address physician impairment, including that due to substance abuse as described in the Impairment Policy attached hereto.
 7. Provide the Physician with such other benefits (including military leave), which are not inconsistent with the provisions of this Agreement, as are provided by the Affiliated Hospital through its existing policies.

B. THE SCHOOL OF MEDICINE SHALL:

1. Establish and provide general supervision and guidance to the Physician as well as an educational program within each Department which complies with the education requirements as determined by the Accreditation Council for Graduate Medical Education.
2. Provide program direction and select faculty who determine resident proficiency to perform clinical duties and the degree of supervision necessary in the management and treatment of patients.
3. Consult with and obtain approval of the Affiliated Hospital prior to any change, expansion or extension of the Residency Program outside the facilities of the Affiliated Hospitals.

4. Adhere to duty hours which comply with the appropriate institutional and program ACGME requirements. (A copy of current ACGME requirements is appended to this Agreement.)
5. Adhere to the Residency Program Closure/Reduction Policy of the Graduate Medical Education Committee attached hereto.
6. Adhere to the ACGME requirement to not require the Physician to sign a non-competition guarantee.

C. THE PHYSICIAN SHALL:

1. Perform such duties as may be assigned to the Physician by the Program Director in accordance with the description of the Residency Program prepared by the Program Director and subject to the approval of the Affiliated Hospital, which duties shall be performed by the Physician conscientiously, to the best of the Physician's ability and under the highest personal bond of professional morals and ethics.
 - a. The Physician shall meet the qualifications for resident eligibility as outlined in the Selection, Evaluation, Supervision, Graded Responsibility, Promotion/Non-Promotion And Dismissal Of Residents Policy and as determined by the Accreditation Council for Graduate Medical Education.
 - b. As the position of the Physician involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, the competence of the Physician shall be evaluated by the Program Director on a regular basis with a record of the evaluation being held in the Physician's program file. Such evaluation will be part of the quality assurance program established for the purposes of reducing mortality and morbidity within the Affiliated Hospital.
 - c. Under the supervision of approved credentialed attending teaching staff, the Physician shall:
 - (1) Provide patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health
 - (2) Demonstrate medical knowledge about established and evolving biomedical, clinical, and cognate (e.g. epidemiological and social-behavioral) sciences and the application of this knowledge to patient care
 - (3) Participate in practice-based learning and improvement that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care
 - (4) Practice interpersonal and communication skills that result in effective information exchange and teaming with patients, their families, and other health professionals
 - (5) Exhibit professionalism, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population
 - (6) Participate in systems-based practice, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system for health care and the ability to effectively call on system resources to provide care that is of optimal value

- (7) Participate fully in the educational and scholarly activities of his /her program and, as required, assume responsibility for teaching and supervising other residents and students
 - (8) Participate in appropriate institutional committees and councils whose actions affect residents' education and/or patient care
 - (9) At least annually submit to the Chair of the GMEC (through the Office of Residency Affairs) a confidential written evaluation of the program faculty and of the educational experiences
 - (10) Regularly, or at a minimum of once a week, log on and review electronic mail on the Physician's School of Medicine electronic mail account
2. Abide by and at all times conform to the Corporate and Medical Staff Bylaws, Occupational Safety and Health Administration (OSHA), Health Insurance Portability and Accountability Act (HIPAA), and the Illinois Department of Public Health (IDPH) infection control policies and other rules, regulations and policies of the Affiliated Hospital; the rules and regulations of the School of Medicine and all other general guidelines and moral codes, both stated and published, governing the practice of medicine; and the statutes, rules and regulations of the State of Illinois, including without limitation the Medical Practice Act and any and all other laws, rules and regulations relating to the licensing of physicians in training and the practice of medicine in the State of Illinois.
 3. Accept no responsibilities for professional activities outside the scope of the Residency Program provided herein (including, but not limited to "moonlighting") unless approved in writing by the Affiliated Hospital and the Program Director, who shall have discretion as to whether or not such outside professional activities are permitted. With regard to those residency programs in which outside professional activities may be permitted, the physician shall adhere to the policy on professional activities outside the scope of residency training as approved by the GMEC.
- D. Board requirements applicable to the Residency Program specify that the Physician must perform _____ months of actual service in a _____ -month period. Anything in this Agreement to the contrary notwithstanding, it is understood and agreed by the Physician that if, because of approved leave or other absence, the Physician does not meet said Board requirements, it may be necessary for the Physician to extend the duration of the Residency Program until said Board requirements have been satisfied.
- E. The Physician agrees to abide by a risk management and quality control program which shall provide, without limitation, for the following:
1. The joint review of the Physician's credentials by the Affiliated Hospital and the School of Medicine.
 2. The joint indoctrination of the Physician with respect to the Physician's responsibilities to the patient, the School of Medicine, and the Affiliated Hospital.
 3. The suspension of the Physician for an indefinite period of time, for failure to comply with this Agreement or for reasonable cause, by the appropriate officials of the School of Medicine or the Affiliated Hospital. If such an event occurs, the Physician may be suspended from training and clinical duties without compensation as identified herein.
 4. Compliance by the Physician with the institution's policy regarding licensing examinations.
 5. Compliance by the Physician with regulations regarding completion of medical records

- at Memorial Medical Center and St. John's Hospital.
6. Compliance by the Physician with regulations regarding completion of time records at Memorial Medical Center and St. John's Hospital.
 7. Compliance with all required education modules including on-line modules as proscribed by the Affiliated hospitals and the School of Medicine.
- F. Physician agrees and understands that the School of Medicine is responsible for teaching, supervision and formal evaluation of the Physician in the Residency Program.
- G. This Agreement may be terminated at any time by joint decision of the Affiliated Hospital and the School of Medicine, in which case the Physician's compensation specified herein will be prorated to the date of termination and the Physician will be paid for vacation (paid time off) earned but not used prior to the date of termination. In the event that a grievance is filed by the Physician under the Resident Grievance Procedure attached hereto, pay and benefits may be continued at the discretion of the Affiliated Hospital. Decisions regarding advancement in the program will be made in accordance with the Selection, Evaluation, Supervision, Graded Responsibility, Promotion/Non-Promotion And Dismissal Of Residents Policy.
- H. The Physician shall be notified in writing by the Program Director, subject to the approval of the Affiliated Hospital, in the event the Physician's contract shall not be renewed for the following year. Said notice shall be provided at least four months prior to the expiration of the contract year or when a resident will not be promoted to the next level of training. As of the same date, the Physician shall notify the Program Director in writing of an intention not to return for the following year. However, if the primary reason(s) for the non-renewal or non-promotion occurs within the four months prior to the end of the agreement, the Program Director will provide the Physician with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the agreement.
- I. It is the policy of the School of Medicine and the Affiliated Hospital to maintain an environment which is free from all forms of harassment based on a person's legally protected status (including race, sex, national origin, religion, military status, age and disability) and sexual harassment (herein after referred to as harassment), improprieties and intimidation. The Physician is entitled to the protections afforded by these policies while serving as a resident hereunder.
- The Physician agrees to abide by the School of Medicine's and the Affiliated Hospital's respective policies regarding equal employment, sexual harassment and harassment on the basis of other protected status as set forth above. The Physician acknowledges that failure to abide by these policies may result in immediate termination of this Agreement. Allegations of discrimination and/or harassment will be addressed in accordance with the applicable policies of the School of Medicine or the Affiliated Hospital.
- J. It is understood and agreed by the parties hereto that, except as provided in Paragraph G. of this Agreement, grievances initiated by or against the Physician shall be addressed in accordance with the terms and conditions of the Resident Grievance Procedure.
- K. Unless otherwise mutually agreed by the Physician and the Program Director, at least thirty (30) days' advance notice of intent to resign from the Residency Program must be given, in writing, by the Physician to the Program Director.

- L. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof; supersedes all prior agreements, written or oral, between the parties with respect to such subject matter and may be modified only by a writing signed by all of the parties.
- M. The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Illinois. The parties hereby consent to the jurisdiction of the appropriate courts located in Illinois for the resolution of any dispute arising hereunder.
- N. In the event that one or more of the provisions of this Agreement is or are declared illegal, void or unenforceable, that shall not affect the validity of the remaining provisions of this Agreement.
- O. This Agreement and the enrollment of the Physician in the Residency Program is contingent upon the Physician submitting to and successfully passing a post-offer drug and alcohol test as specified by the Affiliated Hospital's drug and alcohol testing program. The Physician shall not have the right to grieve his/her failure to successfully pass the post-offer drug and alcohol test pursuant to the Resident Grievance Procedure.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

ACCEPTED:

PHYSICIAN:

_____ M.D.

 Residency Program Director

_____, _____
 Illinois License No _____

BOARD OF TRUSTEES OF
 SOUTHERN ILLINOIS UNIVERISTY

MEMORIAL MEDICAL CENTER
 SPRINGFIELD, ILLINOIS

 J. Kevin Dorsey, MD, PhD
 Dean and Provost for
 Fernando M. Treviño, Chancellor
 Southern Illinois University at Carbondale

 Edgar J. Curtis
 Executive Vice President and
 Chief Operating Officer

Amended and Approved by GMEC October 19, 2007