



AGREEMENT WITH PHYSICIAN 2012- 2013

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ 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 ST. JOHN’S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, SPRINGFIELD, ILLINOIS, a not for profit corporation of the State of Illinois, located at Springfield, Illinois, hereinafter referred to as the “Affiliated Hospital”. The School of Medicine is also affiliated with Memorial Medical Center, an Illinois not-for-profit corporation and an affiliate of Memorial Health System. Both St. John’s Hospital and Memorial Medical Center shall hereinafter be collectively referred to as “Affiliated Hospitals” 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, anticipated to end _____, at completion of the Physician’s Residency or Fellowship Program, hereinafter referred to as the “Residency Program,” subject to adequate progression of the Physician through the Residency Program, as determined by the School of Medicine and Affiliated Hospital, or unless notice of non-renewal or termination of the Agreement is provided to the Physician.

When appropriate, in the sole discretion of the Affiliated Hospital and School of Medicine, promotion of Physician will be evidenced by a renewal letter provided by the School of Medicine.

This Agreement and any renewal hereof is contingent upon, without limitation, the following: proof acceptable to the School of Medicine and Affiliated Hospital that the Physician (i) has been issued a temporary or permanent license from the Illinois Department of Financial and Professional Regulation, (ii) can provide verification of U.S. employment authorization in the United States at the commencement of employment, (iii) satisfactorily completed prerequisites such as credentialing, a pre-employment health and drug and alcohol screen, criminal background check, and other routine employment processing as required by the Affiliated Hospital, and (iv) met the qualifications for resident eligibility as outlined in the School of Medicine Selection, Evaluation, Supervision, Graded Responsibility, Promotion/Non-Promotion And Dismissal Of Residents Policy, as amended from time to time, and as determined by the Accreditation Council for Graduate Medical Education (ACGME)/American Osteopathic Association (AOA) (collectively the “Requirements”). Anything to the contrary herein notwithstanding, in the event that such Requirements are not met or provided by the Physician to the Program Director by the commencement date of this Agreement or any renewal thereof, this Agreement and any renewal 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. Employ the Physician and pay him or her 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 standard 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, as provided by the Affiliated Hospital's Plan Benefits, as amended from time to time. 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 according to the School of Medicine Vacation and Other Leaves of Absence Policy, as amended from time to time
 - a. In the event that the Physician accumulates a total of more than _____ calendar days of absence per year 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.
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 School of Medicine Impairment Policy, as amended from time to time.
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, as applicable and amended from time to time.

B. THE SCHOOL OF MEDICINE SHALL:

1. Establish and provide general supervision, guidance, and evaluation to the Physician as well as an educational program within each Department which complies with the education requirements as determined by the ACGME and/or AOA, as applicable.
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. If approved by the School of Medicine, consult with and seek 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/AOA requirements.
5. Adhere to the Residency Program Closure/Reduction Policy of the Graduate Medical Education Committee (GMEC).

6. Adhere to the ACGME/AOA or 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.

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.

Under the supervision of approved credentialed attending teaching staff, the Physician shall:

- a. Provide patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health
 - b. 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
 - c. 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
 - d. Practice interpersonal and communication skills that result in effective information exchange and teaming with patients, their families, and other health professionals
 - e. Exhibit professionalism, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population
 - f. 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
 - g. 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
 - h. Participate in appropriate institutional committees and councils whose actions affect residents' education and/or patient care
 - i. 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
 - j. 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), the Illinois Department of Public Health (IDPH) infection control policies, and other rules, regulations, policies, ethical and religious directives of the Affiliated Hospitals and 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.
 4. Ethical and Religious Directives. Physician, the School of Medicine and Affiliated Hospitals acknowledge that Affiliated Hospital is operated in accordance with the *Ethical and Religious Directives for Catholic Healthcare Services* as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church ("Ethical and Religious Directives"), and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Affiliated Hospital. It is the intent and agreement of the parties that neither this Agreement nor any part hereof shall be construed to require Affiliated Hospital to violate said Ethical and Religious Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Ethical and Religious Directives.
- D. Medical Specialty 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 School of Medicine's policy regarding licensing examinations.
 5. Compliance by the Physician with regulations regarding completion of medical records at the Affiliated Hospitals and the School of Medicine.
 6. Compliance by the Physician with regulations regarding completion of time records at the Affiliated Hospitals and the School of Medicine.
 7. Compliance with all required education modules including on-line modules as proscribed by the Affiliated Hospitals and/or the School of Medicine.
- F. 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 request for review is filed by the Physician under the Due Process and Resident Complaint Policy, as amended from time to time, 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, as amended from time to time.

- G. 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 continued or if he or she will not be promoted to the next level of training 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.
- H. In the sole discretion of the Affiliated Hospital and School of Medicine, if progression of the Physician through the Residency Program and extension of the Physician's time in the Residency Program is appropriate, an extension letter may be provided by the School of Medicine.
- I. It is the policy of the School of Medicine and the Affiliated Hospitals 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 Hospitals' 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. The Physician agrees to abide by all standards outlined in the (225 ILCS 60/) Medical Practice Act of 1987. Any violations of that Act, including but not limited to Section 22, or other instances of ethical or moral turpitude is grounds for immediate termination and therefore cannot be requested for review under the Due Process and Resident Complaint Policy as amended from time to time.
- 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 except for renewal, non-renewal, or extensions may be modified only by a written agreement signed by all of the parties. If any provision of this Agreement conflicts with any provision of any other document, agreement, policy, or guideline, the provisions in this Agreement shall prevail over any other conflicting provisions.

- 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. The Physician shall not have the right to request a review his/her failure to successfully pass the post-offer drug and alcohol test.
- P. The School of Medicine policies referenced in Witnesseth paragraph 3, Sections A.5, A.6., B.6., F, G, and J, each as amended from time to time, are available on the School of Medicine website at <http://www.siumed.edu/resaffairs/ResidentResources/resresources.html>.

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

ACCEPTED:

PHYSICIAN:

Residency Program Director

Printed Physician Name
Illinois License No _____

BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY

ST. JOHN'S HOSPITAL
SPRINGFIELD, ILLINOIS

J. Kevin Dorsey, MD, PhD
Dean and Provost for
Rita Cheng, Chancellor
Southern Illinois University at Carbondale

Robert Ritz
President and Chief Executive Officer

Amended and Approved by GMEC October 21, 2011