

Dear Dr. <<LastName>>:

The Department of [SPECIALTY] has reviewed your application and recommended your acceptance in the McGaw Medical Center of Northwestern University (“**McGaw**”) <<Program>> Program (the “**Program**”) at the postgraduate year (<<CompensationStatus>>) level of training from <<StartDate>> to <<EndDate>>. Although you may rotate to other hospitals during the Program, the primary site for your clinical training in the Program will be [HOSPITAL]. This hospital, and all other clinical training sites to which you rotate during the Program, are referred to herein collectively as “**Affiliated Hospitals**” and each individually as an “**Affiliated Hospital**”.

The primary purpose of the Program is educational, and the Program follows policies and procedures set forth by McGaw. For training programs that are accredited by the Accreditation Council for Graduate Medical Education (“ACGME”), the training program will meet the requirements for accreditation established by ACGME. Your participation in, or completion of, the Program is not a guarantee of employment with any institution, whether affiliated with McGaw or otherwise, and you acknowledge that you have no expectation with respect to any employment.

Your appointment to the Program is contingent upon your execution of, and compliance with, the terms of this letter agreement, upon your successful completion of medical school and/or any previous years of postgraduate training, upon your obtaining a valid Illinois medical license, and upon obtaining appropriate U.S. immigration status, if applicable, that permits you to engage in the activities outlined in this letter agreement. Housestaff cannot start their training unless you are (1) duly licensed and (2) possess the appropriate U.S. immigration status, if applicable. It is your responsibility to obtain such medical licensure and appropriate U.S. immigration status, if applicable, prior to the onset of training as per start date noted above. Failure to successfully complete medical school and/or any previous years of postgraduate training prior to the beginning of the term of this letter of agreement, to secure licensure, and/or to secure appropriate U.S. immigration status automatically nullifies the offer of this appointment. McGaw reserves the right to terminate your appointment at any time for failure to comply with this provision in a timely fashion. Personnel in the McGaw office are available to provide reasonable assistance in your efforts to secure licensure and/or appropriate U.S. immigration status.

McGaw provides a website upon which it relies as the McGaw Graduate Medical Education Housestaff Manual (the “**Manual**”) and is available at <https://www.mcgaw.northwestern.edu/>. The Manual, which is incorporated herein by this reference, sets forth the terms and conditions of your appointment, including stipend, benefits, professional liability coverage, trainee responsibilities, provided services, conditions for appointment, promotion, and non-reappointment, grievance procedures and due process, vacation and leave of absence, clinical experience and education work hours, moonlighting, and counseling services. The Manual is also where you can find policies regarding physician impairment, sexual harassment, eligibility for specialty board examination, the ACGME Notice of Data Sharing, and program closure or reduction in complement. In the event of any conflict between this letter agreement and the Manual, the terms of the Manual shall prevail.

### **Term**

The term of this letter agreement is one (1) year commencing <<StartDate>>, unless your appointment is terminated earlier as proved herein. You may be considered for advancement to succeeding postgraduate years of training in the Program if your performance is judged to be satisfactory and you have complied with the Program’s requirements, including but not limited to the successful completion of the previous postgraduate year of training in the Program, but such advancement is not guaranteed. Your continuation in the Program beyond the current term of this letter of agreement requires a separate agreement and will be determined by McGaw in its sole discretion. The term of any such separate agreement may be for one year or for any shorter period of time, as determined by McGaw in its sole discretion.

## **Rules, Policies and Guidelines**

As a McGaw trainee you will be required to abide by the rules, policies and procedures contained in the Manual, the applicable policies, procedures, bylaws, orders, rules and regulations of each Affiliated Hospital and its medical staff, and the guidelines established by applicable regulatory and accrediting bodies.

## **Conditions of Appointment**

Your appointment to the Program is further conditioned on each of the following. If any one of these conditions, or any of the other terms and conditions set forth in this letter agreement, is not satisfied, at the time you begin your appointment and/or at any time during the term of your appointment, your appointment may be immediately terminated by McGaw:

- You must continuously be licensed by the State of Illinois to provide medical services.
- You must not have been barred from participation in any plan that collects government monies or uses government monies to pay healthcare expenses.
- You must fulfill all the requirements for professional malpractice and other applicable liability coverage established by the hospitals at which you receive clinical training.
- You must be a citizen of the United States or, if you are not a citizen of the United States, you must obtain all approvals and permissions necessary to allow you to participate in the training Program.
- You must provide evidence of recent health evaluation and vaccinations as required by each of the Affiliated Hospitals. You must comply with any additional policies and procedures required by each Affiliated Hospital regarding vaccinations and drug and health testing. This includes passing a pre-appointment screening for illicit drugs.
- If requested during your appointment, you must provide reasonable documentation regarding the current status of any professional qualifications or other qualifications set forth above.
- You must always act in a professional manner, indicative of good moral character, and comply with all applicable laws and regulations and the standards of ethics applicable to the medical profession (such as but not limited to confidentiality, truthfulness, and HIPAA compliance) as determined by McGaw in its sole discretion.
- You must immediately notify McGaw of any action, investigation or proceeding, termination, suspension, revocation, or material change in, or any similar action initiated with respect to, any of the qualifications set forth above including, without limitation, your license to practice medicine.
- You must immediately notify each Affiliated Hospital of any professional liability or other claim made or threatened against you or such Affiliated Hospital related to your provision of services as part of your clinical training at such Affiliated Hospital, as well as any incident required to be reported pursuant to the Affiliated Hospital's reporting policies.
- You must undergo a criminal background check prior to entering any McGaw training program. A conviction may, at the discretion of McGaw, nullify an appointment. Incoming trainees may be required, at the discretion of McGaw, to participate in an onsite interview prior to orientation to review issues identified on the background check.

- As applicable, you must be eligible for appointment as a Health Professions Trainee (HPT) at the Veterans Affairs (VA) Hospital.

### **Stipend and Benefits**

You will receive an annual stipend and benefits. Your stipend will be subject to required withholding and taxes. McGaw may, at its sole discretion, change or amend, in whole or in part, or revoke any one or more of such benefit programs or adopt new benefit programs.

### **Professional Liability Coverage**

During your appointment, the Affiliated Hospital at which the Program is based will be responsible for obtaining and maintaining professional liability coverage covering your clinical activities performed as a participant in the Program. The terms and limits of such coverage will be subject to such Affiliated Hospital's reasonable determination. At all times during your appointment and after its termination, you must cooperate with representatives and legal counsel of McGaw and the Affiliated Hospitals in risk management activities and the defense of professional liability claims. You will remain liable for any claim or lawsuit, whether medical professional, general liability, auto liability, or other liability, the basis of which occurred prior to your appointment, regardless of when such claim or lawsuit is first asserted.

### **McGaw Hospital Affiliations**

You acknowledge that McGaw has contractual obligations to the Affiliated Hospitals. The Program is under the direct administration of McGaw and the educational standards for performance in the Program shall be established and administered by McGaw. Notwithstanding the foregoing, at all times, all clinical care rendered by you will be under the direction and supervision of each patient's attending physician, who is a member of the Affiliated Hospital's medical staff.

### **Termination of Appointment**

Your appointment as a member of the McGaw Housestaff may be terminated by McGaw as set forth below:

- If you fail to satisfy any of the conditions described in this letter agreement.
- To the extent not prohibited by applicable law, if you become physically or mentally disabled and such physical or mental disability prevents you from carrying out your duties under your appointment for 90 consecutive days or such other period as is required prior to the payment of benefits under McGaw's long-term disability policy applicable to residents, as in effect from time to time.
- If you are convicted of a felony or a crime that, in the sole discretion of McGaw, has a material adverse effect on the reputation of McGaw or the Affiliated Hospitals.
- If you are found to exhibit habitual drunkenness, drug addiction or other substance abuse as described in more detail in the Manual.
- If you become ineligible for professional liability coverage or any Affiliated Hospital is unable to secure or maintain at commercially reasonable rates professional liability coverage on account of your professional actions.
- You are barred from the premises of any Affiliated Hospital.

It is expected that you will complete your appointment unless your appointment is terminated as described above or otherwise agreed upon between you and the Program Director. If you decide, however, to prematurely terminate your appointment we request that you work with the Program Director to provide for a smooth transition (i.e., reasonable notice, etc.).

You agree and acknowledge that any Affiliated Hospital may immediately bar you from participating in the training Program or otherwise from being on the premises of such Affiliated Hospital if such Affiliated Hospital reasonably believes that your actions or failure or refusal to act may affect the safety and/or welfare of any patient, staff member, visitor and/or the environment of such Affiliated Hospital.

**Certification**

Upon completion of the Program with satisfactory performance as determined by the Program Director, you will be eligible to receive a certificate evidencing your completion of the Program. Certification of completion of the Program will be contingent upon you (i) returning all property of McGaw and each Affiliated Hospital such as books, keys, equipment, etc.; (ii) completing all medical records for which you are responsible; and settling any other professional or financial obligations to McGaw or any Affiliated Hospital.

**Non-Disclosure**

During the course of your participation in the Program, you will acquire information concerning McGaw and the Affiliated Hospitals' finances, business practices, long-term and strategic plans, physical and patient information, and similar matters ("**Confidential Information**"). The Confidential Information is and shall remain the sole and exclusive property of McGaw or such Affiliated Hospital, as the case may be. Except as required by law, you may not at any time during or after your appointment, use for any purpose or disclose or distribute to any person or entity any of the Confidential Information.

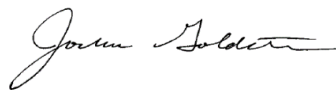
**Notice of Data Sharing**

The ACGME may share trainee data with certifying boards. These data points may include the last four digits of a trainee's social security number and Milestone data. McGaw encourages trainees to engage with their programs if they have concerns.

**PLEASE SIGN to indicate that you accept this appointment on the terms set forth in this letter.**

Thank you for your prompt attention to this procedure and welcome to McGaw Medical Center of Northwestern University.

Sincerely,



Joshua Goldstein, MD  
Senior Associate Dean for Graduate Medical Education  
Designated Institutional Official

I HEREBY ACCEPT THE APPOINTMENT ON THE TERMS SPECIFIED ABOVE

\_\_\_\_\_  
<<FirstName>> <<MiddleName>> <<LastName>>

\_\_\_\_\_  
(Date)

SAMPLE