



Resident Agreement

This Agreement is entered into on **June 3, 2019**, by and between
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS (“University”),
a public body corporate and politic under the laws of the State of Illinois
on behalf of its College of Medicine at Chicago, Illinois,

AND

Firstname Middlename LASTNAME, MD

UIN: **XXXXXXXXXX**

In consideration of the mutual obligations set forth below, this Agreement is entered into for the purpose of defining the relationship between the University, its College of Medicine, and the Resident during the Resident’s participation in the College of Medicine graduate medical education program (“program”), with the primary training site being the University of Illinois Hospital and Clinics (“Hospital”). As used in this Agreement, the term “Resident” shall also include any “intern” or “fellow.”

I. TERM:

Start Date:
End Date:

If this signed Agreement has not been received in the Graduate Medical Education Office 30 days prior to the commencement date noted above the offer of Residency may be withdrawn.

II. PROGRAM:

Program:
Status:
PGY Level:
Compensation Status:

III. COMPENSATION & BENEFITS:

Annually:
Monthly:

This compensation includes Resident’s compulsory attendance at New Resident Orientation. In addition to the compensation set forth above, the Resident shall be entitled to benefits, including vacation/sick leave, health insurance, disability income protection, and participation in the State University Retirement System (SURS), applicable to Residents under University policy. A summary of benefits shall be provided to the Resident as part of the New Resident Orientation Process.

- IV. PRECONDITIONS:** The Resident acknowledges that the following representations are preconditions to this Agreement and that misrepresentation of, failure to comply with, and/or failure to document compliance with any one of these preconditions as of the commencement date of this Agreement shall render the Agreement null and void, and shall prohibit the Resident from performing any duties on behalf of the University. The Resident represents that, as of the commencement date of this Agreement, he/she will:
- A.** Complete all requirements for graduation from a recognized school of medicine, osteopathy, or equivalent academic training prior to beginning residency training.
 - B.** Possess a valid State of Illinois medical license.
 - C.** Undergo an exclusions/sanctions check and criminal background check and meet all related requirements of the University and Hospital policies.
 - D.** Be eligible for employment according to applicable law and University policy. In the event the Resident is not a U.S. citizen, the Resident must provide, upon request of the University, proof of eligibility to participate in the residency program prior to beginning training, as prescribed by applicable immigration law. A Resident is not eligible for employment if his/her name appears on a federal, state or other mandated governmental exclusions/sanctions listing.
 - E.** Meet all qualifications for Resident eligibility defined in the Accreditation Council for Graduate Medical Education (ACGME) standards.
 - F.** Comply with University policy requiring an initial health evaluation through University Health Services and with all immunizations and tests.
 - G.** Comply with all other requirements as set forth in the GME Policy Manual, and all other University requirements.

If this is a renewal of a previous Resident Agreement, the Resident must meet all the conditions of probation or advancement that may have been imposed on the Resident.

- V. DUTIES OF THE RESIDENT:** During the term of this Agreement, the Resident shall perform the duties described below. Resident acknowledges that failure to fulfill any or all of these duties shall be considered a material breach of this Agreement and may lead to corrective action, including but not limited to probation, suspension, or non-renewal of this Agreement and termination.
- A.** Fulfill the educational and clinical requirements of the graduate medical education and graduate clinical training programs as specified by the Accreditation Council for Graduate Medical Education and the UIC College of Medicine including mandatory attendance at New Resident Orientation.
 - B.** Use his/her best effort, judgment, and diligence in a professional manner in performing all duties, tasks, and responsibilities assigned to the Resident for the duration of the program.
 - C.** Provide safe, effective, and compassionate patient care whenever assigned or assumed.
 - D.** Participate in the educational activities of the training program and, as appropriate; teach and supervise other Residents and students.
 - E.** Participate in institutional committees and councils to which the Resident is appointed or invited.
 - F.** Maintain a valid State of Illinois Medical license throughout the training period. Notify the Office of Graduate Medical Education and Program Director in writing immediately if his/her medical license is revoked or otherwise restricted or if his/her application for a temporary license is denied. Any such revocation or denial shall serve automatically to terminate this Agreement.
 - G.** Obtain, if requested by the University during the term of this Agreement, any medical examination, including physical, psychiatric, and/or laboratory testing, in accordance to policy.
 - H.** Complete and keep current any and all medical records, progress notes, charts, reports or other necessary documentation in a timely manner. Complete a discharge summary for each patient assigned to the Resident according to the documentation timeline of the hospital or clinical site in which the Resident is assigned. Failure to complete any medical record including such discharge summaries as required may result in progressive discipline.

- I. In performance of the above duties abide by and conform to the following:
 1. Adhere to all University, College of Medicine, Hospital and other applicable policies, as well as applicable federal and state laws and regulations. The GME Policy Manual can be found at: [UICGME.UIHealth.Care](#).
 2. Established practices, procedures, and policies of the University, the clinical department, hospital(s), institutions or organizations to which the Resident shall be assigned, as well as, among others, state licensure requirements for physicians in training.
 3. All applicable laws, rules and regulations of the Occupational Safety and Health Administration (OSHA), Health Insurance Portability and Accountability Act (HIPAA), and the Illinois Department of Public Aid (IDPA) infection control policies and other rules, regulations and policies of any Affiliated Hospital at which the Resident is placed; all relevant guidelines and moral codes, both stated and published, governing the practice of medicine; and the applicable statutes, rules and regulations relating to the practice of Medicine, including without limitation the Illinois Medical Practice Act.

VI. DUTIES OF THE UNIVERSITY: The University shall:

- A. Provide an educational program in graduate medical education that meets all applicable standards and guidelines.
- B. Apply the standards, policies, and obligations affecting the Residents in a uniform and equitable manner.
- C. Evaluate the Resident in a manner consistent with GME policies.

VII. OUTSIDE ACTIVITIES & MOONLIGHTING: The Resident shall not engage in any activity that could interfere with the Resident's obligations to the University, College of Medicine, or Hospital, or the effectiveness of the educational program that is being pursued. Outside employment is not permitted unless prior written approval from the respective Program Director is obtained. Permission to engage in outside employment or similar off-duty activities may be withdrawn if in the opinion of the Program Director such employment or similar activity is interfering with the Resident's assigned duties or obligations.

VIII. HOSPITAL PROPERTY: All space occupied and/or utilized by Residents within the Hospital is subject to entry for the purpose of inspection, renovation, cleaning, and evaluation of safety features.

IX. CORRECTIVE ACTION: Whenever the behavior of a resident interferes with the discharge of assigned duties or those of other University or affiliated institution employees, or jeopardizes the well-being of patients, the University reserves the right to take corrective action, as documented in the Graduate Medical Education Policy Manual, policy titled Remediation and Corrective Actions. The resident has the right to appeal certain corrective actions, as documented in the Graduate Medical Education Policy Manual, policy titled Grievances and Appeals.

X. REDUCTION OF CLINICAL PRIVILEGES: The Department Head, his/her designee, or any such other individual in a similar capacity may reduce a Resident's clinical privileges or impose a requirement of direct supervision. Any such reduction shall not constitute a suspension.

XI. RENEWAL/REAPPOINTMENT: The Resident acknowledges that nothing contained in this Agreement shall require the University to extend the term of this Agreement or offer the Resident a new Agreement upon termination or expiration of this Agreement.

- A. **Basic Conditions for Reappointment:** If the University decides to renew this Agreement, the Resident understands that said renewal must be recommended and supported by the Program Director. In the event of renewal, it is expressly understood that the renewal is contingent upon the satisfactory completion of all prior requirements and upon the University receiving necessary funding.

- B. Withdrawal of Offer of Reappointment:** The Resident further acknowledges that the Program Director may withdraw an offer of reappointment at any time prior to the commencement date of the new Agreement.
- C. Effect of Probation:** If the Resident is on probation at the time the offer for reappointment is made, the Resident acknowledges that it is a precondition of the renewal that he/she fulfill all the requirements of his/her probation before the commencement date of the new Agreement. In the event the Resident fails to meet that precondition, the offer for reappointment shall become null and void.
- D. Appeal of Non-Renewal:** A non-renewal/non-reappointment shall not be considered a termination as defined by this Agreement and the GME policies. The Resident shall be entitled to the process set forth in the Graduate Medical Education Policy Manual, policy titled Grievances and Appeals, to appeal said non-renewal. It is expressly understood that nothing in this Agreement shall entitle the Resident to a renewal.

XII. SEXUAL HARASSMENT: The University will not tolerate sexual harassment. The Resident acknowledges that he/she is expected to read, understand, and abide by the University's Policy: Prohibition of Sex Discrimination, Sexual Harassment and Sexual Misconduct.

XIII. GOVERNING LAW: The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Illinois. The Resident acknowledges that the appropriate jurisdiction for any disputes arising hereunder is in Illinois, and that the Court of Claims is the only appropriate venue for actions against the Board of Trustees of the University of Illinois.

XIV. DAYS: All references in this Agreement to time periods are to calendar days, not working or business days unless otherwise specified.

In witness whereof the parties have caused this Agreement to be signed as of the date set forth above.

The Board of Trustees of the University of Illinois

By: _____
Avijit Ghosh, PhD, Comptroller

Date: _____

Resident Signature

Program Director Signature

Date: _____

Date: _____