



Resident Agreement

This Agreement is entered into on February 22, 2017 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» «LastName», «Credentials»

UIN: «TITLE»

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 and clinical training program (“program”). As used in this Agreement, the term “Resident” shall also include any “intern” or “fellow.”

- I. **TERM:** The term of this Agreement shall be for a period commencing «StartDate» hereinafter “commencement date”), and terminating «EndDate». If this signed Agreement has not been received in the Graduate Medical Education Office of the College of Medicine 30 days prior to the commencement date noted above the offer of Residency may be withdrawn.
- II. **PROGRAM:** Resident is hereby appointed to the Program of «Program» Post-Graduate (PG) Level «Status» pay level of «CompensationStatus» (if different from PG Level) and shall perform those duties as set forth in Section 5 of this Agreement.
- III. **COMPENSATION & BENEFITS:** During the term of this Agreement the Resident shall receive compensation at an annualized rate of «Compensation» (or current stipend for the Resident PG level, if different) payable in twelve (12) monthly installments for a full year appointment. 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 those benefits more fully described in Exhibit A attached to this Agreement.

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 as defined by University's Graduate Medical Education Policy and Procedure Manual (hereinafter "GME Policy"), Policy #13, the cost of which will be born entirely by the Resident.
- C. Undergo an exclusions/sanctions check and criminal background check and meet all the requirements of University policies related thereto (See GME Policy #38).
- 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 (See GME Policy # 38).
- E. Meet all qualifications for Resident eligibility described in the most recent edition of the Essentials of Accredited Residences in Graduate Medical Education in the American Medical Association Graduate Medical Education Directory.
- F. Comply with University policy requiring an initial health evaluation through University Health Services and with all immunizations and tests as outlined in GME Policy #6.
- G. Comply with all other requirements as set forth in the GME Policy & Procedures Manual, and all other University requirements.
- H. If a renewal of a previous Resident Agreement, meet all the conditions of probation or advancement that may have been imposed on the Resident.

The University may waive any or all of said preconditions to this Resident Agreement upon written request to the Director of Graduate Medical Education by the Program Director and the Department Head, providing proof of extenuating circumstances provided, however, that a Resident may not, under any circumstances, be employed/receive compensation from the University if his/her name appears on a federal, state, or other mandated governmental exclusions/sanctions listing (See GME Policy #38).

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 termination, suspension or probation, or to non-renewal of this Agreement.

- 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 of whatever nature 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, and participate in institutional orientation and education programs and other activities involving the clinical staff.
- E. Participate in institutional committees and councils to which the Resident is appointed or invited.
- F. 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, as outlined in the University's GME Policy #6, or as otherwise required by University policy. The University will reimburse any cost to the Resident for such testing.
- 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, and return such summary to the Department of Medical Records or to whomever may be designated by 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 the University assessing penalties against the Resident that may include, but are not necessarily limited to monetary penalties, reduction of privileges, suspension, termination, or the failure to receive a certificate of completion of the program.
- I. In performance of the above duties abide by and conform to the following:
 - i. All University's policies and procedures, which are expressly incorporated herein and made a part hereof.
 - ii. 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.
 - iii. 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.
 - iv. The University's evaluation policies and procedures as outlined in GME Policy #12.
 - v. The University's policies and procedures regarding work hours as outlined in GME Policy #14.
 - vi. The University's drug-free workplace policy contained in GME Policy #19.
 - vii. The University's and the Affiliated Hospitals' respective policies regarding equal employment, unlawful discrimination, sexual harassment and harassment on the basis of any other protected status set forth in the respective policies.
- J. The specification of a particular policy does not in any way diminish the requirement that the Resident adhere to all GME/University policies and all applicable rules, laws and regulations.

VI. DUTIES OF THE UNIVERSITY: The University shall:

- A. Provide an educational program in graduate medical education that meets the standards of the “Essentials of Approved Residencies” as adopted by the Accreditation Council for Graduate Medical Education.
- 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 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 in accordance with GME Policy #36. 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. In the event Resident engages in outside activity or the Program Director is of the opinion such activities are taking place, Resident shall execute such documents as may be requested by the Program Director in order to verify or perform a financial audit of such activity.

VIII. UNIVERSITY PROPERTY: The University shall have the right, during reasonable hours and with appropriate notice to the Resident, to enter upon and inspect any property owned by the University and provided to the Resident for his or her use.

IX. CORRECTIVE ACTION:

A. Grounds for Termination or Suspension: This Agreement may be terminated or suspended by the University at any time for any reason including, but not limited to, those reasons set forth in the GME Policy and Procedure Manual.

B. Termination:

i. Definition: Ending the Resident’s participation in the residency program and terminating the Resident Agreement even though the term of the Agreement has not yet run.

ii. Process:

1. **By the University:** If this Agreement is terminated by the University before the end of its term for any reason, the University shall follow the process for notification and appeal of said termination set forth in Exhibit B, attached hereto and made a part hereof.
2. **By the Resident:** If the Resident wishes to terminate this Agreement before the end of its Term, he/she must provide thirty (30) days’ advance written notice to the Office for Graduate Medical Education and the Program Director.
3. **By Mutual Agreement:** If both parties agree to terminate this Agreement before the end of its term, that agreement to terminate must be reduced to writing and signed by both parties.

C. Suspension:

i. Definition: Corrective action that removes the Resident from any Program duties.

ii. Process:

1. **Summary Suspension:** The Department Head, his/her designee, or such other individual in a similar capacity may at any time summarily suspend with pay a Resident if he/she believes such suspension is in the interest of patient or staff welfare. Within ten (10) days of the date of imposition of such summary suspension, unless extended by agreement of the Resident, the Department Head/Program Director must either reinstate the Resident or provide the Resident with a written

notification of his/her general suspension and/or termination and the reasons therefore. The Resident shall not have the right to appeal a summary suspension, but may appeal the general suspension or termination in the manner set forth in Exhibit B.

2. **General Suspension:** The Department Head, his/her designee, or any such other individual in a similar capacity may suspend with pay a Resident if he/she believes that the Resident has failed to comply with the Resident's Duties set forth in this Agreement. The Resident shall be provided with written notification detailing the reasons for the suspension, its length, and the remedy necessary to remove the suspension. The notice may also indicate under what circumstances the Resident may be terminated if the situation is not corrected. The Resident may be suspended until such time as the infraction has been corrected. Failure to correct the infraction adequately, in a timely manner, or in the period specified by the University may lead to further corrective action. Suspension will be removed when the initiating reason has been corrected to the satisfaction of the Department Head, his/her designee or the Program Director. The Resident shall have the right to appeal that general suspension in the manner set forth in Exhibit B.

3. The Resident does not receive credit for training time while on suspension of any kind.

D. Other Corrective Action: The University may take such other corrective action it deems appropriate, including but not limited to written warnings and probation. The grounds for and process associated with such other corrective action are set forth in GME Policy #20.

- X. **REDUCTION OF CLINICAL PRIVILEGES:** The Department Head, his/her designee, or any such other individual in a similar capacity may at any time and for any reason reduce a Resident's clinical privileges or impose a requirement that some or all of the Resident's clinical privileges be performed under supervision. Any such reduction shall not constitute a suspension. Resident shall be entitled to the appeal procedure set forth in Exhibit B for reduction of clinical privileges.

- 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 and no new Agreement shall issue.

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 Exhibit B 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 and Procedures on Sexual Harassment, a copy of which shall be provided to the Resident as part of the New Resident Orientation process.
- 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 are 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: _____
Walter K. Knorr, Comptroller

Date: _____

Resident Signature

«FirstName» «LastName», «Credentials»

Date: _____

Program Director Signature

«ProgramDirector»

Date: _____