

## College of Medicine at Rockford Resident Agreement

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 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 Rockford, Illinois and \_\_\_\_\_.

### RECITED

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 July 1, 2009 (hereinafter "commencement date"), and terminating June 30, 2010. 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Office of the College of Medicine 30 days prior to the commencement date noted above the offer of Residency may be withdrawn.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 Family Medicine Residency at Rockford, Post-Graduate (PG) Level \_\_\_\_, pay level of [level] (if different from PG Level) and shall perform those duties as set forth in this Agreement.
- III. **COMPENSATION & BENEFITS:** During the term of this Agreement the Resident shall receive compensation at an annualized rate of \$47,000 (or current stipend for the Resident PG level, if different) payable in twelve (12) monthly installments of \$3916.66 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, 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.
- 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 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.
- 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.***

- 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 required by GME or 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 as soon as possible but in no event later than fifteen (15) days after discharge, and return such summary to the Department of Medical Records or to whomever may be designated by the hospital 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 Residency's evaluation policies and procedures as outlined in Residency Policy.
- v. The Residency's policies and procedures regarding work hours as outlined in Residency and GME Policy.
- vi. The University's drug-free workplace policy.
- 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. 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 or Residency 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.

X. **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.

**XI. 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.

**XII. 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.

**XIII. 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 the Agreement to be signed as of the date set forth.

Resident

University of Illinois at Rockford

By: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Program Director

Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head

By: \_\_\_\_\_ Date: \_\_\_\_\_

Regional Dean

## **EXHIBIT A**

### **BENEFITS**

Effective date: January 1, 1993

**NOTE:** All benefits and prerequisites are provided by the State of Illinois consistent with University policy and applicable State and Federal Law. Complete plan descriptions are available through the University Benefit System.

- a. A total of 30 days away from the program is permissible, which includes paid vacation of 21 calendar days, non-accruable. Vacation is scheduled by mutual agreement between Resident and Program Director. (See Resident Manual)
- b. Sick leave may be used for illness, injury or need to obtain medical or dental treatment for the staff member, spouse, or children. Female staff members may use a combination of sick and vacation leave for pre- and post-partum time off. (See Resident Manual, Family Leave) Paternity leave can be taken only as unpaid leave.
- c. Leave from the program for personal or extended medical reasons will be first credited as vacation time. Additional unpaid time off must be approved by the Program Director, who may request relevant documentation to substantiate the reason for the leave. The Residents' completion date may be delayed in order to fulfill time requirements for the specific Board certification. Military leave will be granted with applicable law and University policy.
- d. Up to five days paid leave for attendance at conferences, workshops, or other professional educational activities, scheduled with approval of the Program Director. Reimbursements of costs for attending functions is up to \$1,200 per year.
- e. A variety of health insurance is provided to the Resident at no charge, or a nominal monthly charge for dependents unless the resident is working under a J-1 visa. All coverages include a dental plan. Family coverage is payable by the Resident and reimbursed through an additional stipend paid by the University to the Resident. State regulations prohibit the University from providing health insurance coverage to J-1 Visa holders and their dependents until specific length of service requirements are met.
- f. All residents participate in the State Universities Retirement System of Illinois (SURS). Employee contribution is 8% of salary; the portion of salary invested is not subject to federal income tax. All contributions, plus interest earned, can be withdrawn when the Resident leaves the University. All SURS participants must also pay a 1.45% Medicare tax.
- g. Residents are provided a long-term disability protection plan, which covers a major portion of the Resident's salary. This is paid after 180 days of continuous disability.

- h. Life insurance benefit of one year's stipend is provided without cost to the Resident. Additional term insurance may be purchased for the Resident and dependents at reasonable cost.
- i. Other benefits, such as dependent care, long-term health care, and educational assistance, are provided consistent with University plans.
- j. All residents are covered for professional liability through the University Risk Management and Self-Insurance program or through individual affiliated institution plans while performing duties directly related to their educational programs.
- k. All affiliated institutions provide meals and sleeping facilities for Residents rotating on night and weekend call.
- l. Coats and scrubs are issued and laundered free of charge to all Residents, and remain the property of the University or hospital.

## **EXHIBIT B**

### **PROCEDURAL RIGHTS TO SUSPENSION AND TERMINATION**

- A. Within fourteen (14) days of written notification of her/her suspension and/or termination, a Resident may request an informal hearing before a Departmental Review Committee, as more fully described below. The Resident's request shall be in writing and submitted to the Department Head, or such individual acting in a similar capacity depending on the particular program in which the Resident is enrolled.
- B. The written notification of suspension and/or termination shall include an explanation from the Department Head (or such individual acting in a similar capacity depending on the particular program in which the Resident is enrolled) of the reason(s) for such suspension and/or termination. The written notification shall also advise the Resident of his/her right to request an informal hearing pursuant to this Exhibit.
- C. The Committee shall consist of a minimum of three (3) faculty members from the Resident's department. The Department Head shall not be a member of the Committee. The Committee shall elect a member from the group to preside at the hearing. Each department may have a standing Department Review Committee to conduct hearings requested under this Exhibit. If there is not a Standing Committee, an ad hoc committee shall be appointed by the Associate Dean for Academic Affairs for each hearing requested.
- D. The Committee shall attempt to convene the hearing within fourteen (14) days of the Resident's written request and shall notify the Resident in writing of the date, time and place for the hearing as soon as reasonably possible, but no less than 72 hours in advance of the hearing.
- E. The Resident and Department Head and his/her designee, or Program Director shall be present at the hearing and shall each present such information or materials (oral or written) as they wish to support their case. No other representatives shall be present during the hearing. Each party shall be permitted to review all materials submitted to the Committee during the hearing.
- F. A majority vote of the Committee shall decide the issue(s) before it and the Department Head or his/her designee shall be bound by the decision.
- G. Regardless of the outcome of the hearing, the Committee will provide the Resident and Department Head with a written statement of its decision and the reason(s) for such decision within ten (10) days from the date of the conclusion of the hearing. If written materials are submitted to the Committee, such materials shall be appended to the Committee's report.
- H. A Resident may appeal the Departmental Review Committee's decision to the Associate Dean for Academic Affairs within ten (10) days of receipt of the

Committee's decision. The Associate Dean shall render his/her decision in writing within a reasonable time, which shall not exceed thirty (30) days. In the event the Associate Dean intends to reverse the Departmental Review Committee's decision, he/she must appoint an Appeal Committee, in consultation with the Department Head, to discuss the matter. The Resident may appeal with the Associate Dean's or the Appeal Committee's decision to the Director of the College of Medicine within ten (10) days. The Director shall render his/her decision within ten (10) days and such decision shall be final.

- I. The Department Head 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 interests of patient welfare. Within ten (10) days of the date of imposition of such summary suspension, unless extended by mutual 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 suspension and/or termination and the reasons therefore.
- J. The reduction of a Resident's clinical privileges or the imposition of a requirement that some or all of the Resident's clinical privileges be performed under supervision shall not constitute a suspension for purposes of this Exhibit and the Resident shall not be entitled to a hearing.
- K. Should a Resident fail to complete medical records for which he/she is responsible in a timely manner, the Resident may be suspended until such time as the delinquent records are completed. In case of such suspension, the Resident shall not be entitled to due process under this procedure.
- L. The procedural rights provided under this Exhibit do not relate to department determinations relating to certification and/or evaluation of the Resident's academic performance or clinical competence. Such certification shall be handled according to the various specialty boards.

## ADDENDUM

### CORRECTIVE ACTION

Whenever the professional activities, conduct, or demeanor 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, through its administration, reserves the right to correct the situation through disciplinary action as it sees fit.

Residents may appeal probation, suspension, or termination, with the exceptions noted in the Resident Agreement. A valid appeal must follow the Procedural Rights to Suspension/Termination, and provided as an attachment to the Resident Agreement.

#### Causes for Corrective Action

The following list provides examples of Resident Actions that can be grounds for discipline. It is not intended to be inclusive of all reasons for a disciplinary action. The Program Director's action will depend on the severity of the infraction, prior warnings, and efforts on the part of the Resident to correct his/her behavior. In all cases the basis for the decision will be in the Program Director's best judgment.

- \* Behavior that threatens the well-being of patients, medical staff, employees, or the general public.
- \* Other substantial or repetitive conduct which is considered by the Resident's supervisor to be professionally or ethically unacceptable or which is disruptive to the normal and orderly functioning of the institution to which the resident is assigned.
- \* Failure to conform to the letter of the Resident Agreement, or to policies and procedures of the University of Illinois, the College of Medicine or the Resident's Program.
- \* Failure to comply with federal, state and local laws whether related or not to the medical profession. Convictions for other than minor traffic violations can be cause for dismissal.
- \* Failure to provide patient care of satisfactory quality expected for the Resident's training level.
- \* Fraud by commission or omission in application for the residency position, or in completing other official University documents.
- \* Suspension, revocation, or any other inactivation, voluntary or not, of a Resident's license by the State of Illinois for any reason.

- \* Continued or lengthy absence from duty assignments without reasonable excuse.
- \* Failure to perform the normal and customary services of a Resident as defined in the ACGME "General Requirements".
- \* Sexual harassment or abuse of patients, other residents or staff.

### Disciplinary Actions

Residents may be subject to the following actions taken by the Program Director or by the College of Medicine. Discipline may be progressive, in that it follows the order of actions listed below. However, if the Resident's behavior, in the judgment of the Resident's supervisor or University administration, warrants removing the Resident from normal duties, suspension or dismissal may be imposed without prior warning.

### Written Warning

A Program Director may issue a letter of warning to a Resident in response to a behavior or performance problem. The letter will detail the situation, the remedy required of the Resident, and the consequences of not correcting the problem. A copy of the letter will be placed in the Resident's file.

### Probation

Definition: Probation is a disciplinary condition in which the Program Director notifies a Resident in writing of specific deficiencies that must be corrected in a stated period of time or the Resident will not be allowed to continue in the program, or will be continued on probationary status. The Resident receives credit for training time and salary and benefits remain in force.

Procedure: The Program Director schedules a meeting with the Resident to discuss the reasons for probation, the actions required by the Resident, and the dates of probation. The Program Director will provide the Resident with a letter detailing the above points, either at the meeting or within a reasonable time following the meeting. Copies of this letter will be placed in the Resident's file.

At the end of the probationary period, the Program Director meets again with the Resident. Depending on the Resident's performance, he/she may be:

- \* Removed from probation
- \* Given an additional period of probation, or
- \* Entered into the termination process.

### Suspension

Definition: Suspension is a corrective action that removes the Resident from any program duties. The Resident does not receive credit for training time, nor is he/she paid for the time on suspension. Health benefits continue in force. A continuing non-corrected suspension will lead to the initiation of the dismissal process.

Procedures: The Program Director may initiate suspension under conditions in which the Resident's behavior or competence threatens patient, staff or employee well-being, for flagrant or continued disregard for the University, College of Medicine, or program rules and regulations, or where suspension is the next step in a progressive disciplinary action.

A Resident may be suspended "pending investigation" in cases where the Program Director believes that removing the Resident from duty is in the best interests of the University, but lacks details of the problem. A Resident suspended pending investigation cannot work, but will continue to be paid until the matter is resolved. Depending on the Program Director's findings, the Resident may be restored to full duty, have pay reduced in relation to suspension time already served, or be terminated.

The Program Director will provide a letter to the Resident detailing the reasons for a suspension, its length, and the remedy necessary to remove the suspension. The letter may also indicate under what circumstances the Resident may be terminated if the situation is not corrected. Copies of the letter will be placed in the Resident's file.

Suspension will be removed when the initiating reason has been corrected to the satisfaction of the Program Director.

#### Dismissal

Definition: Dismissal means termination from University employment and participation in a residency training program even though the Resident holds a current Resident Agreement.

Procedure: The Program Director will provide a letter to the Resident detailing the reasons for dismissal, with the effective dates. Copies of the letter will be placed in the Resident's file.

A dismissed Resident must complete the sign-out process in order to receive his/her final paycheck.