

SECTION 2 – INCOMING RESIDENT PROCEDURES AND APPOINTMENTS

- Incoming Resident Procedures
- Resident Agreement of Appointment
 - Agreement, Exhibit A, Exhibit B, and Addendum
- Background Checks
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- Orientation
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**THE
UNIVERSITY OF
ILLINOIS
COLLEGE
OF MEDICINE**
ROCKFORD CHICAGO PEORIA URBANA



INCOMING RESIDENT PROCEDURES

The GME office will mail registration materials and orientation information to incoming residents/fellows. Formal new resident orientation sessions are held on the campus. Documents that must be completed or received in the GME office prior to the start of residency include:

- Agreement of Appointment (contract)
- Registration Form
- Personnel Data Form
- Background Check Authorization
- Competency Form
- UI New Hire (on-line enrollment)
 - Payroll Authorization
 - Disability Enrollment (voluntary)
 - W-4 Form
- My Benefits (on-line enrollment)
 - Health Insurance Enrollment
 - Life Insurance Enrollment
- Tracker I-9
 - Identification for I-9
- Outside Interest Disclosure Form
- Immunization Form
- Health Statement
- National Provider Identifier (NPI) number
- An official copy of medical school FINAL transcript showing medical degree conferred (sealed or mailed directly to GME)
- If not included with program application documents, proof of required USMLE or equivalent examination passage scores
- International medical school graduates must attach a notarized copy of a valid ECFMG certificate.
- Documentation of current ACLS certification

Post graduate trainees cannot begin training until the criminal background check process is completed, licensure exemption is processed and all registration materials are received (including proof of recent TB screening). Immunization records are expected to be completed by the start date. If the University determines that a resident's immunization information is insufficient, the resident must provide the necessary documentation within 90 days of beginning training; he/she will be placed on leave without pay and removed from the program until cleared.

RESIDENT AGREEMENT OF APPOINTMENT

FORM

The form of the resident contract will be developed by the GMEC to comply with all applicable ACGME and University policies, and will be cleared by University Counsel prior to printing.

The resident contract will be referred to as the "Resident Agreement".

REQUEST FOR ISSUANCE OF AGREEMENT

The Graduate Medical Education Office will prepare resident agreements to be issued to residents upon receipt of the following:

1. A written request by the Program Director that an agreement be issued. The request will include start and end dates, and will be for no more than 12 months duration, except where a resident has explicitly agreed to start prior to the normal starting date but will advance to the next level at a date consistent with his/her cohort.
2. Confirmation from the Assistant Dean for GME that a funding commitment exists for the position the proposed applicant will fill.
3. In the case of a transferring resident, verification of previous educational experiences and a summative competency-based performance evaluation of the transferring resident.
4. A completed file with original application and supporting documents.

RESIDENT AGREEMENT EXECUTION

The Office of Graduate Medical Education will issue all Resident Agreements.

The Resident Agreement with attachments is the written contract between the University of Illinois College of Medicine Rockford and the resident. The following parties must sign the agreement for it to be valid:

1. The Resident candidate
2. The Program Director
3. The Department Head
4. The DIO/Assistant Dean for GME
5. The Regional Dean

The Resident Agreement shall become valid and binding upon both parties (the Resident and the University) only when all signatures have been placed on said Agreement and an original of that Agreement has been received by both parties. The Office of Graduate Medical Education will keep one original executed copy of the agreement. Another original will be given to the resident.

NOTIFICATION TO RESIDENT OF INTENT TO NOT ISSUE A SUBSEQUENT RESIDENT AGREEMENT

The Program Director will notify any resident at the earliest reasonable date of the program's intent not to issue an agreement for the following training year. This notification must occur no later than four months prior to the end of the resident's current agreement, unless the primary reason for nonrenewal occurs within the four months prior to the end of the agreement.

All such notification will be in writing, and copied to the Office of GME.

A non-renewal/non-reappointment shall not be considered a termination, but the Resident shall be entitled to the process set forth in Exhibit B of the Resident Agreement to appeal that decision.

WITHDRAWAL OF RESIDENT AGREEMENT OFFER

The Program Director may withdraw an offer for a new Resident Agreement or a Renewal Agreement at any time prior to the commencement date of that Agreement if, in the Program Director's judgment, the Resident has failed to meet the program's standards or requirements or if the Program Director finds that the Resident has misrepresented him/herself in any way during the application/interview process (including without limit, providing false or misleading information or failing to provide relevant information). If the Program Director withdraws an offer for a Resident Agreement before said Agreement has been signed by all parties as described above, the Resident shall have no rights to appeal that decision unless that Agreement is a renewal/reappointment for a current Resident, in which case, the Resident shall be entitled to due process as set forth in Exhibit B of the Resident Agreement.

ADVANCEMENT

Advancement to the following PG-level is not automatic, but must be recommended by the Program Director. The Program Director may withdraw an offer based on a resident's performance at any time prior to the new agreement date. If a Resident is on probation at the time the offer for reappointment is made, the Resident must fulfill all the requirements of his/her probation before the commencement date of the new Agreement as a precondition to the renewal. In the event the Resident fails to meet that precondition, the offer for reappointment shall become null and void and no new contract shall be issued. The Resident shall not have the right to appeal said nullification.

RESIDENT RESIGNATION

Any resident wishing to resign must submit a written request for release from the remaining term of their agreement to their Program Director. The Program Director has the right to delay or specify the actual termination date to ensure coverage of services.

The Resident Agreement will terminate on the date agreed to by the Program Director. The final paycheck will be issued at the next regular payday, provided the resident has completed the clearance process.

DECLINING TO SIGN THE RESIDENT AGREEMENT

A resident may choose to decline to renew an offered agreement for the following year by not signing and returning the Agreement. The resident will remain in good standing during the remainder of the current agreement without prejudice and will perform the usual Resident functions until the end of the term of the agreement.

NO RESTRICTIVE COVENANT

No resident in an ACGME-accredited program may be required to sign a noncompetition guarantee.

**AGREEMENT OF APPOINTMENT
UNIVERSITY OF ILLINOIS COLLEGE OF MEDICINE 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 _____ (hereinafter “commencement date”), and terminating _____. If this signed Agreement has not been received in the Graduate Medical Education Office of the College of Medicine by _____ the offer of Residency may be withdrawn.
- II. **PROGRAM:** Resident is hereby appointed to the _____, Post-Graduate (PG) Level __, pay level of _____ 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 _____ (or current stipend for the Resident PG level, if different) payable in monthly installments of _____ 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. An additional one-time payment of up to _____ will be paid by the program for actual relocation expenses incurred.
- 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 to her mandated governmental exclusions/sanctions listing.
- e. Meet all of the qualifications for Resident eligibility described in the most recent Accreditation Council for Graduate Medical Education (ACGME) Institutional and Program Requirements.
 - f. Comply with University policy requiring an initial health evaluation for immunizations and test.
 - 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 Accreditation Council for Graduate Medical Education (ACGME) Designated Institutional Official/Assistant Dean for 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. 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.
 - d. Participate in institutional committees and councils to which the Resident is appointed or invited.
 - e. 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 temporary license is denied. Any such revocation or denial shall serve automatically to terminate this Agreement.
 - f. 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.
 - g. 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 per the policies of the Department of Medical Records or to whoever may be designated by the hospital in which the Resident is assigned. Failure to complete any medical records 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.

- h.** 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.
- i.** 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 outlined in the Institutional Program Requirements of 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.

VIII. UNIVERSITY PROPERTY: The University shall have the right, during reasonable hours and with appropriate notice to the Resident, to enter upon and/or 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 best 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 warning 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 off 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 that offer for reappointment is made, the Resident acknowledges that 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: _____

DIO/Assistant Dean for GME

By: _____ Date: _____

Regional Dean

EXHIBIT A BENEFITS

Effective date: July 1, 2015

NOTE: All benefits and prerequisites are provided by the State of Illinois consistent with University policy and applicable State and Federal Law. Employee benefits are subject to income tax withholding and employment taxes. 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/sick leave of 21 calendar days, non-accruable. Vacation is scheduled by mutual agreement between Resident and GME office. (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.
- 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 GME Office, who may request relevant documentation to substantiate the reason for the leave. The Resident's 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 for the GME Office. CME reimbursement up to \$700 per year.
- e. A variety of health insurance options are available to the Resident and dependents unless the resident is working under a J-1 visa. All coverages include a dental plan. Health insurance coverage is payable by the Resident. An additional stipend equal to the lowest cost health insurance options for individual and dependent coverage will be paid to the residents at an interval determined by the program. 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 his/her suspension and/or termination, a Resident may request an informal hearing before a Department 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 reasons(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 Assistant Dean for GME/Designated Institutional Official within ten (10) days of receipt of the Committee's decision. The Associate Dean for GME/Designated Institutional Official shall render his/her decision in writing within a reasonable time, which shall not exceed thirty (30) days. In the event the Assistant Dean for GME/Designated Institutional Official intends to reverse the Department 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 Assistant Dean for GME/Designated Institutional Official or the Appeal Committee's decision to the Regional Dean of the College of Medicine within ten (10) days. The Regional Dean 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 interest 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 record 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 disciplinary action. The Residency Program'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 Residency Program's best judgement.

- 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 Residency Program 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

The Residency Program 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 Residency Program 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 Residency Program schedules a meeting with the Resident to discuss the reasons for probation, the actions required by the Resident, and the dates of probation. The Residency Program 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 Residency Program 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 Residency Program may initiate suspension under condition 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 Residency Program believes that removing the Resident from duty is in the best interest 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 Residency Program's findings, the Resident may be restored to full duty, have pay reduced in relation to suspension time already served, or be terminated.

The Residency Program 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 Residency Program.

Dismissal

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

Procedure: The Residency Program 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.

**AGREEMENT OF APPOINTMENT
UNIVERSITY OF ILLINOIS COLLEGE OF MEDICINE AT ROCKFORD
DIXON RURAL TRACK
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 _____ (hereinafter "commencement date"), and terminating _____. If this signed Agreement has not been received in the Graduate Medical Education Office of the College of Medicine by _____ the offer of Residency may be withdrawn.
- II. PROGRAM:** Resident is hereby appointed to the Family Medicine Residency at Rockford Dixon Rural Training Track, Post-Graduate (PG) Level __, pay level of __ 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 _____ (or current stipend for the Resident PG level, if different) payable in monthly installments of _____ 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. An additional one-time payment of up to _____ will be paid by the program for actual relocation expenses incurred.
- 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 Accreditation Council for Graduate Medical Education (ACGME) Institutional and Program Requirements.
- 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 Accreditation Council for Graduate Medical Education (ACGME) Designated Institutional Official/Assistant Dean for 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 whoever 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 outlined in the Institutional Program Requirements of 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 GME Office is obtained. Permission to engage in outside employment or similar off-duty activities may be withdrawn if in the opinion of the GME Office 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 GME Office 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: _____
Program Director

Date: _____

Date: _____

By: _____
Department Head

Date: _____

By: _____
DIO/Assistant Dean for GME

Date: _____

By: _____
Regional Dean

Date: _____

EXHIBIT A

BENEFITS

Effective date: July 1, 2015

NOTE: All benefits and prerequisites are provided by the State of Illinois consistent with University policy and applicable State and Federal Law. Employee benefits are subject to income tax withholding and employment taxes. 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/sick leave of 21 calendar days, non-accruable. Vacation is scheduled by mutual agreement between Resident and GME Office. (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.
- 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 GME Office, 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 GME Office. CME reimbursement up to \$700 per year.
- e. A variety of health insurance options are available to the Resident and dependents unless the resident is working under a J-1 visa. All coverages include a dental plan. Health insurance coverage is payable by the Resident. An additional stipend equal to the lowest cost health insurance options for individual and dependent coverage will be paid to the residents at an interval determined by the program. 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/his 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 Assistant Dean for GME/Designated Institutional Official within ten (10) days of receipt of the Committee's decision. The Associate Dean for GME/Designated Institutional Official shall render his/her decision in writing within a reasonable time, which shall not exceed thirty (30) days. In the event the Assistant Dean for GME/Designated Institutional Official 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 Assistant Dean for GME/Designated Institutional Official or the Appeal Committee's decision to the Regional Dean of the College of

Medicine within ten (10) days. The Regional Dean 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 Residency Program'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 Residency Program'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 Residency Program 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

The Residency Program 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 Residency Program 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 Residency Program schedules a meeting with the Resident to discuss the reasons for probation, the actions required by the Resident, and the dates of probation. The Residency Program 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 Residency Program 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 Residency Program 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 Residency Program 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 Residency Program's findings, the Resident may be restored to full duty, have pay reduced in relation to suspension time already served, or be terminated.

The Residency Program 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 Residency Program.

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 Residency Program will provide a letter to the Resident detailing the reasons for dismissal, with the effective dates. Copies of the latter 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.

**Monroe Clinic Rural Training Track
Osteopathic Graduate Medical Education
Resident Agreement**

THIS RESIDENT TRAINING AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2017 by and between The Monroe Clinic, Inc., (“Institution”) and _____, DO (“Resident”). The resident is enrolling in a graduate medical education training program conducted in partnership with the University of Illinois College of Medicine at Rockford (“University”), which is a public body corporate and politic under the laws of the State of Illinois.

RECITED

In consideration of the mutual obligations set forth below, this Agreement is entered into for the purpose of defining the relationship between Monroe Clinic, the University, and the Resident during the Resident's participation in the American Osteopathic Association (AOA) sponsored graduate medical education and clinical training program (“program”). As used in this Agreement, the term “Resident” shall also include any “intern.”

- XIV. TERM:** The term of this Agreement shall be for a period commencing June 26, 2017 (hereinafter “commencement date”), and terminating June 30, 2018. If this signed Agreement has not been received by Monroe Clinic 30 days prior to the commencement date noted above the offer of Residency may be withdrawn.
- XV. PROGRAM:** Resident is hereby appointed to the Monroe Clinic/UIC Rockford Family Medicine Residency Training Program, Osteopathic Graduate Medical Education (OGME) Level I, pay level of I (if different from PG Level) and shall perform those duties as set forth in this Agreement.
- XVI. COMPENSATION & BENEFITS:** During this Year in Training Resident will be paid a salary of \$54,000 Dollars, in bi-weekly installments, coinciding with the regular pay periods of the Institution. This compensation includes Resident's compulsory attendance at the University's 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. A one-time stipend payment of \$10,000 will be provided by the program. Additionally, a one-time payment of up to \$1,500 will be paid by the program for actual relocation expenses incurred in the first year.
- XVII. 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 Institution or 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 valid State of Wisconsin and Illinois medical licenses, 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 the Institution and University policies related thereto.
- d. Be eligible for employment according to applicable law and both Institution and University policy. In the event the Resident is not a U.S. citizen, the Resident must provide, upon request of the Institution and 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 AOA Basic Documents for Post-Doctoral Training.
- f. Comply with Institution and University policies requiring an initial health evaluation and with all immunizations and tests.
- g. Comply with all other requirements as set forth in the University GME/MEC Policy & Procedures Manual, and any other Institutional 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.

Either the Institution or the University may waive any or all of said preconditions to this Resident Agreement upon written request to the Institution's Director of Medical Education or University Department Head, providing proof of extenuating circumstances provided, however, that a Resident may not, under any circumstances, be employed/receive compensation from the Institution if his/her name appears on a federal, state, or other mandated governmental exclusions/sanctions listing.

XVIII. 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 American Osteopathic Association and as applicable, the Accreditation Council for Graduate Medical Education.
- b. Attend the University New Resident Orientation.
- c. 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.
- d. Provide safe, effective, and compassionate patient care whenever assigned or assumed.
- e. 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.
- f. Participate in institutional committees and councils to which the Resident is appointed or invited.
- g. Notify the Institution's Director of Medical Education and University Department Head 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.

- h. Obtain, if requested by the Institution or the University during the term of this Agreement, any medical examination, including physical, psychiatric, and/or laboratory testing, as required by GME/MEC, Institution, or University policy. The Institution will reimburse any cost to the Resident for such testing.
- i. 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 whoever 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 Institution and/or 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.
- j. In performance of the above duties abide by and conform to the following:
 - i. All Institution and University policies and procedures, which are expressly incorporated herein and made a part hereof.
 - ii. Established practices, procedures, and policies of the Institution, University, the clinical department, hospital(s), other 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/Wisconsin 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 by Institution and/or University.
 - v. The Residency's policies and procedures regarding work hours as outlined by Institution and University.
 - vi. The University's drug-free workplace policy.
 - vii. The Institution and University policies regarding equal employment, unlawful discrimination, sexual harassment and harassment on the basis of any other protected status set forth in the respective policies.
- k. The specification of a particular policy does not in any way diminish the requirement that the Resident adhere to all Institution and University policies as well as all applicable rules, laws and regulations.

XIX. DUTIES OF THE INSTITUTION/UNIVERSITY: The Institution and University working together in partnership shall:

- a. Provide an educational program in graduate medical education that meets the requirements, standards, and recommendations outlined in the American Osteopathic Association (AOA) Basic Documents for Post-Doctoral Training.

- 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 Institution, University, and AOA policies.

XX. OUTSIDE ACTIVITIES & MOONLIGHTING: The Resident shall not engage in any activity that could interfere with the Resident's obligations to the Institution and/or 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.

XXI. INSTITUTION OR UNIVERSITY PROPERTY: The Institution and 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 Institution or University and provided to the Resident for his or her use.

XXII. CORRECTIVE ACTION:

- a. **Grounds for Termination or Suspension:** This Agreement may be terminated or suspended by the Institution or 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 Institution/University:** If this Agreement is terminated by the Institution or University before the end of its term for any reason, the Institution or 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 Institution's Director of Medical Education and University Department Head.
 - 3. **By Mutual Agreement:** If the Institution, University, and Resident agree to terminate this Agreement before the end of its term, that agreement to terminate must be reduced to writing and signed by all parties.
- c. **Suspension:**
 - i. **Definition:** Corrective action that removes the Resident from any Program duties.
 - ii. **Process:**

1. **Summary Suspension:** The Institution's Director of Medical Education and University 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 Director of Medical Education, or Department Head 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 Director of Medical Education, 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 Institution or the University may lead to further corrective action. Suspension will be removed when the initiating reason has been corrected to the satisfaction of the Director of Medical Education, Department Head, or his/her designee. 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 Institution and/or the University may take such other corrective action as appropriate, including but not limited to written warnings and probation.

XXIII. RENEWAL/REAPPOINTMENT: The Resident acknowledges that nothing contained in this Agreement shall require the Institution and/or 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 Institution and 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 Institution receiving necessary funding.
- b. **Withdrawal of Offer of Reappointment:** The Resident further acknowledges that the Director of Medical Education and/or 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.

XXIV. SEXUAL HARASSMENT: The Institution and University will not tolerate sexual harassment. The Resident acknowledges that he/she is expected to read, understand and abide by the Institution’s policies as well as 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.

XXV. GOVERNING LAW: The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Wisconsin and Illinois.

XXVI. 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

By: _____ Date: _____

Monroe Clinic Rural Training Track

By: _____ Date: _____
Program Director

By: _____ Date: _____
Director of Medical Education

EXHIBIT A:

MONROE CLINIC OGME BENEFITS

Effective date: June 28, 2016

1. A total of 20 days away from the program is permissible, which includes paid "Combined Time Off" (CTO). Vacation is scheduled by mutual agreement between Resident and Program Director. CTO may be used for illness, injury, or need to obtain medical/dental treatment for Resident, spouse, or children. Residents may use CTO for pre- and post-partum time off. (See Resident Manual for additional information)
2. Leave from the program for personal or extended medical reasons will be first credited as CTO. 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.
3. 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 \$700 per year (R1).
4. Health insurance and dental insurance are available to the Resident. Cost is determined by the plan selected and type of coverage (i.e. individual coverage, family coverage).
5. Retirement plan options are available to the resident. The cost is determined by the plan selected (i.e. 403b, 401a, 457b).
6. Residents are provided a long-term disability protection plan, which covers a major portion of the Resident's salary.
7. 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.
8. Other benefits, such as dependent care, and educational assistance, are provided consistent with Institution plans.
9. All residents are covered for professional liability through the Institution and University Risk Management and Self-Insurance program while performing duties directly related to their educational programs.
10. The Institution and other affiliated hospitals provide meals and sleeping facilities for Residents rotating on night and weekend call.
11. The Institution will provide use of a Smart Phone and Laptop to the resident while enrolled in the training program.
12. Coats and scrubs are issued and laundered free of charge to all Residents, and remain the property of the Institution, University, or affiliated hospital.

EXHIBIT B

PROCEDURAL RIGHTS TO SUSPENSION AND TERMINATION

- A. Within fourteen (14) days of written notification of her/his 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 Institution's Director of Medical Education and University 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 Director of Medical Education and 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 Director of Medical Education and Department Head shall not be members 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, Director of Medical Education, 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 Director of Medical Education and 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, Director of Medical Education, 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 Director of Medical Education or 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 Director of Medical Education, Department Head, or 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 Institution or University employees, or jeopardizes the well-being of patients, the Institution or 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 Institution or 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 Institution or University documents.
- Suspension, revocation, or any other inactivation, voluntary or not, of a Resident's license by the State of Illinois or State of Wisconsin 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 AOA Basic Documents for Postdoctoral Training.
- 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, the Institution, or the University. 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, Institution administration, 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 Institution, University, 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 Institution and/or 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 employment by the Institution and University including 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 latter 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.

BACKGROUND CHECK

1. PURPOSE

In an effort to provide a safe and secure environment for all students, employees and visitors at the University of Illinois, to safeguard the University's reputation, property and resources, and to promote sound hiring decisions, the University has established the following policy and guidelines for conducting background checks.

2. OVERVIEW

Commencing on October 5, 2015, offers of employment to prospective new hires, as well as offers to current employees who are seeking to transition into a position that requires a background check, will be made contingent upon the results of the criminal background check and other pre-employment assessments. The purpose of these background checks is to ascertain the suitability for employment.

The University may revoke any conditional offer of employment to an individual who refuses to consent to a background check and individuals who criminal record or history creates an unacceptable level of risk to (1) maintaining a safe and secure University environment, or (2) the University's reputation, property or resources. If an individual's background check indicates a criminal record or history, the University may conduct an individual assessment of the criminal record or history, which may include asking the individual about his/her criminal record or history. A criminal record or history will not automatically exclude an individual from being considered for or being offered employment with the University, as consideration is given to such factors as, but not limited to, the nature and seriousness of the underlying offense/conduct, the relatedness of the offense/conduct to the position being sought, the length of time that has elapsed since the conviction/end of sentence/conduct, and demonstrated rehabilitative efforts.

3. INDIVIDUALS COVERED

Except as set forth below, these guidelines will be followed and a background check will be conducted with respect to new hires and employees transitioning into security sensitive or critical positions, regardless of whether the individual is seeking a position as a faculty member (tenure track, non-tenure track, specialized faculty, or other academic), staff member (academic professional, civil service, extra-help, retiree, or hourly), or medical resident. A background check also will be conducted with respect to all individuals (including University personnel, graduate and undergraduate employees, fellows, volunteers, and contractors) who are subject to the University of Illinois Protection of Minors Policy or who may be assigned to a security sensitive position, as defined by the University.

A background check generally will not be conducted with respect to graduate or undergraduate student employees, fellows, volunteers, individuals appointed to non-paid positions, contractors or other individuals employed by another entity who are not subject to the University of Illinois Protection of Minors Policy or who will not be assigned to a security sensitive position, as defined by the University.

The University reserves the right, however, to modify at any time the categories or groups of individuals who may be subject to a background check.

4. RESPONSIBILITIES

Candidates

Provide complete and accurate information relating to any past criminal convictions, when requested

- Provide consent to a background check, when requested

University Human Resources

- Facilitate University compliance with this policy to ensure campus policies and procedures follow established provisions and protocols for background checks
- Oversee the administration on, and the development and implementation of the policies and procedures relating to, background checks for individuals to be employed by or otherwise associated with University Administration
- Communicate and provide necessary training regarding this policy with respect to individuals employed by or otherwise associated with University Administration
- Coordinate the process for soliciting and contracting, as necessary, with an outside vendor to perform background checks on specified individuals pursuant to this policy.

Campus/Central Human Resources

- Develop, oversee, administer and manage the background check policy, guidelines and procedures relating to background checks for individuals to be employed by or otherwise associated with their respective campuses, colleges, departments and units
- Ensure the background check policies, guidelines and procedures developed by that office for its respective campus, colleges, departments and units comply and are consistent with this policy
- Communicate and provide necessary training regarding this policy for individuals employed by or otherwise associated with their respective campuses.

5. CONFIDENTIALITY

All records obtained through a background check will be maintained in accordance with the background check and record retention policies and procedures established by each campus and by University Administration. All such records must be deemed confidential, maintained in a secured, access-restricted file and be limited to access to only those University representatives who have a need to review or utilize those records in fulfilling their responsibilities under these guidelines.

Approved: 4/25/2017

VISAS

Prospective post graduate trainees who are graduates of foreign medical schools and who are not permanent U.S. residents must be willing to work on a J-1 visa and must maintain their J-1 visa status while training at UICOM-R. No exceptions will be made except under extraordinary circumstances.

Residents sponsored by the Educational Commission for Foreign Medical Graduates (ECFMG) must renew their visas annually. The Residency Office will assist foreign residents with renewal of their J-1 or H-1 visas.

The J-1, Exchange-Visitor visa, is intended for educational purposes. It stipulates that a holder of the visa will return to his/her home country following completion of the program. All fees as well as reporting changes to the U.S. Citizenship and Immigration Services for a J-1 visa are the responsibility of the resident.

The H-1, Temporary Worker visa, allows its holder to work only for a specified employer. It requires substantial additional documentation and sponsorship by the University. For an H-1 visa, the program will pay for University Processing fees charged by the Office of International Services except for premium processing fee which must be paid by the resident if expedited processing is required. Any application fees are the responsibility of the resident.

ACLS CERTIFICATION / RECERTIFICATION

All post graduate trainees entering any graduate medical education program sponsored by the University of Illinois College of Medicine Rockford must obtain Advanced Cardiac Life Support (ACLS) certification prior to or within 30 days of beginning training at UICOMR and must maintain certification throughout the entirety of their residency.

Post graduate trainees not obtaining certification after 30 days of beginning training will be placed on leave without pay until certification is completed. The university must be provided with a copy of a current ACLS certificate for inclusion in residents' files. Certification dates will be entered in each trainee's personnel profile and will be forwarded to the medical staff office of each hospital they rotate in.

RECERTIFICATION

All residents must maintain certification. Residents not achieving recertification within 30 days following their ACLS expiration will be placed on a leave without pay during which time they may attempt to achieve recertification. If, at the end of this 30-day period, the resident has not achieved ACLS recertification, the resident may be terminated. Following completion of a recertification course, the resident is responsible for providing the university with a copy of his or her new ACLS certificate.

Approved: 4/25/2017

LICENSURE AND PRESCRIBING INFORMATION

Every resident/fellow must possess a valid medical license in order to participate in the Family Medicine Residency program. Each resident is personally responsible for maintaining a valid license, following the State of Illinois Medical Practice Act, and paying all required fees. Residents and fellows are not permitted to practice medicine or surgery outside of their training program (moonlight) without being fully licensed to practice medicine or surgery in the state in which the moonlighting activity occurs.

TEMPORARY LICENSE

A resident who has less than two (2) years of ACGME-approved postgraduate training is eligible only for an Illinois or Wisconsin temporary license. This license is the property of the University of Illinois College of Medicine Rockford and is valid only for the practice of medicine within the scope of the resident's training program.

- Temporary licenses are institution and program-specific.
- Residents must apply through the Program Director's office for transfer between institutions and program.
- The State charges a fee for transferring a temporary license for which the resident is responsible.
- If a resident leaves a program for any reason, the Illinois Department of Professional Regulation requires the institution return the resident's license to the State.
- Temporary licenses are issued for a three (3) year period, or anticipated duration of the resident's program, whichever is shorter.
- Family Medicine residents are only allowed a total of thirty six (36) months to work under a temporary license.
- Should the resident's program be extended, the Illinois Department of Professional Regulation expects the resident to be eligible and obtain permanent licensure status.
- The Program Director's office can provide information and application for an Illinois or Wisconsin temporary license.

PERMANENT LICENSE

A resident who has completed 24 months or more of ACGME-accredited training and has taken and passed USMLE Step 3 is eligible to apply for an Illinois or Wisconsin permanent license.

- A permanent license allows the resident to practice independently.
- All patient care provided at the Family Health Centers is still subject to teaching physician supervision guidelines.
- Residents who receive their permanent licenses must provide copies to the Program Director's office.

PRESCRIBING INFORMATION

- DEA NUMBER

- Residents with temporary licenses must use his/her faculty advisor's DEA number when prescribing controlled substances.
- A permanent license is needed to obtain an Illinois Controlled Substance Certification and DEA Certification.
- If moonlighting, a post-graduate trainee must obtain an individual federal DEA number (requires an unrestricted state medical license).
- The residency office can supply forms for both certifications.

NPI NUMBER

All residents must obtain a National Provider Identifier (NPI) number. Information on obtaining the NPI number is located on the GME website. The NPI number must be included **on all prescriptions** including those requiring a DEA number.

APPLICANTS WHO MEET CUT-OFF DATE

The University of Illinois College of Medicine Rockford Office of GME will notify each physician accepted into a residency program that he/she must be able to document that they submitted a completed license application no later than 60 day prior to their projected start date in order to be paid from the first day of their program. Each currently employed resident will also receive written notice no later than 120 days prior to temporary license expiration that he/she must be able to document that they applied for a renewal or permanent license no later than 60 days prior to the expiration date in order to be paid following license expiration.

Program Directors will be notified via regular reports as to the status of each incoming resident's license application, and whether the resident completed the application prior to the cutoff date.

REQUIREMENT FOR PAY

A Resident/Fellow must have met the 60 day cutoff and obtained a valid license prior to the commencement date of his/her Resident Agreement or Fellowship Agreement in order for said agreement to remain valid. If a resident/fellow fails to meet these conditions and they have not been expressly waived, the Resident Agreement or Fellowship Agreement will automatically become null and void and the Resident/Fellow will not be entitled to participate in his/her program or to receive pay unless and until a new Resident or Fellowship Agreement has been issued and signed by all appropriate parties.

ORIENTATION

The University of Illinois College of Medicine Rockford strives to create the most positive transition to our program. Departments will schedule programs for orienting new residents/fellows to ensure they are fully informed of policies and procedures specific to the clinical department that sponsors the resident/fellow program.

The College/Institutions will sponsor one of more orientation sessions each June for incoming residents and fellows.

All new residents of the University of Illinois College of Medicine Rockford sponsored programs will be required to attend, unless an exception is granted by the Assistant Dean of Graduate Medical Education.

The program content will include:

- Presentations by representatives of all major participating institutions
- Benefits and payroll enrollment
- Health screening
- ID photos
- Training sessions required by law
- Any other information or sessions as determined by the Office of Graduate Medical Education

Departments will schedule programs for orienting new residents to ensure that the residents are fully informed of policies and procedures specific to the clinical department that sponsors the residency program.

RESIDENT HEALTH POLICIES

The following is a guide to policies specific to the residency. As both a professional-in-training and an academic employee of the University of Illinois, the resident physician holds a unique position that does not allow absolute application of all standard University policies. Therefore, the following have been developed to best address the needs of the resident physician.

HEALTH ASSESSMENT

Every resident must have an initial health evaluation. The content of the initial health evaluation will include the following as well as a Health Statement by a licensed health provider in the United State.

- Titer test for immunity to measles, mumps, rubella, and varicella, and subsequent vaccination if any of these are susceptible
- Tuberculosis screen and Chest X-Ray when indicated
- Titers for Hepatitis B Antigen, Core Antibody, and Surface Antibody, and vaccination where indicated
- Tetanus, Diphtheria, Pertussis (Tdap) Vaccine as needed
- Color vision testing
- Drug Screen

Affiliated hospitals can restrict the clinical activities of any resident who has not completed the health assessment. Titers and/or immunizations will be provided as needed at the program's expense.

UNIVERSAL PRECAUTIONS

All affiliated hospitals follow rules established to comply with OSHA regulations regarding employee exposure to blood borne pathogens. Residents must complete a mandatory program in universal precautions, offered at the beginning of residency. Each program is responsible for documenting that each resident and fellow has completed a yearly program in OSHA blood borne pathogen precautions.

PERSONAL ILLNESS

Each Program Director will establish procedures for residents calling in ill for their respective programs. Each programs residency office will maintain records of resident sick and vacation days.

OCCUPATIONAL INJURIES, ILLNESS, AND EXPOSURES

A resident who is injured, becomes ill, or is exposed to a toxic or infectious agent as a consequence of performing assigned duties must:

- Get prompt medical attention. If the injury or illness occurs during normal working hours (9:00am to 5:00pm, Monday-Friday) at the Family Health Center, residents should report immediately to the clinic manager. If the injury occurs at the hospital during normal working hours, residents should go to employee health at the hospital. They will assist you in obtaining medical attention and completing the necessary documentation. If the injury occurs at the

hospital after hours, residents should report the injury to the nursing supervisor and receive medical attention in the Emergency Room.

- Report the incident to their Program Director. University regulations require the resident's supervisor (Program Director) to complete an Occupational Injury or Illness Form. The resident must give the completed form to the residency coordinator. A copy of this form must be sent to the Office of Graduate Medical Education.
- Regardless of where the injury occurs, residents **must** complete the University Employee Injury Report form. This must be done in addition to any forms you complete for the hospital. The residency office will provide all necessary forms. Please contact the residency coordinator.

INOCULATIONS

The College of Medicine can provide influenza vaccinations free of charge to all staff whose duties include patient contact.

All associates, providers, volunteers, contracted workers and students will be required to obtain the influenza vaccine annually. Associates, providers, volunteers, and contracted workers will be required to sign a consent/declination form. The Vaccination Information Sheet (VIS) will be given at the time of acceptance or declination.

During a designated flu epidemic period (when flu activity becomes widespread), associates, providers, volunteers, contracted workers and students, who have signed the declination form, will be required to wear masks while on College of Medicine or Hospital property.

Associates, providers, volunteers, contracted workers and students will explain to patients that they did not receive the vaccine and in order to protect others, they are required to wear a mask.

EXAMINATIONS UPON THE REQUEST OF THE PROGRAM DIRECTOR

To ensure the safety of patients and staff and in keeping with Illinois Compiled Statutes, Medical Practice Act of 1987, 225 ILCS 60/, the University reserves the right to request any resident to undergo a medical examination, which may include but is not limited to physical, psychiatric and/or laboratory procedures. The resident must comply with such a request within the time limit set by the Program Director.

Expenses relating to examinations only (not treatment) that the resident incurs that are not covered by health insurance will be reimbursed by the residents program. Claims for reimbursement must include:

- Original proof of payment (bills marked "paid" or canceled checks).
- A letter from the resident's Program Director that shows that the examination was done at the Program Director's request.

Approved: 4/25/2017

