SECTION 2 – INCOMING RESIDENT PROCEDURES AND APPOINTMENTS

- Incoming Resident Procedures
- Resident Agreement of Appointment
  - Agreement, Exhibit A, Exhibit B, and Addendum
- Background Checks
- Visas
- ACLS Certification/Recertification
- Licensure and Prescribing Information
- Orientation
- Resident Health Policies
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.

Approved: 4/25/2017
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.

Approved: 4/25/2017
AGREEMENT OF APPOINTMENT
UNIVERSITY OF ILLINOIS COLLEGE OF MEDICINE AT ROCKFORD
RESIDENT AGREEMENT

This agreement is entered into this ___day of ______ by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS (“University”), a public body corporate and politic under the laws of the State of Illinois on behalf of its College of Medicine at Rockford, Illinois and ________________.

RECITED

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

I. TERM: The term of this Agreement shall be for a period commencing ______ (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, 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 hereto.

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 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 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.

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

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 extenuation 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 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 according to the documentation timeline of the hospital or clinic site 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.

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. The University of Illinois College of Medicine Rockford’s GME Policy and Procedure Manual can be found at https://www.rockford.medicine.uic.edu.

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 (HIPPA), 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 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 that a Resident engages in outside activity or the Program Director is of the opinion such activities are taking place, Resident shall execute such documents as may be requested by the Program Director in order to verify or perform a financial audit of such activity.

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

IX. **CORRECTIVE ACTION:** Whenever the behavior of a resident interferes with the discharge of assigned duties or those of other University or affiliated institution employees, or jeopardizes the well-being of patients, the University reserves the right to take corrective action, as documented in the University of Illinois College of Medicine Rockford GME Policy and Procedure Manual, Section 7 – Administrative Academic and Disciplinary Processes. The resident has the right to appeal certain corrective actions, as documented in the GME Policy and Procedure Manual, Section 7.

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, Program Director, 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) working days of the date of imposition of such summary suspension, unless extended by agreement of the Resident, the Department Head, Program Director, his/her designee, or such other individual in similar capacity, must either reinstate the Resident or provide the Resident with a written notification of his/her general suspension and/or termination and the reason(s) 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 Program Director, his/her designee, or any such other individual in a similar capacity may suspend a Resident with pay 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 Program Director and DIO. 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 as documented in the University of Illinois College of Medicine Rockford GME Policy and Procedure Manual, Section 7.

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 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.

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.

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<thead>
<tr>
<th>Resident</th>
<th>University of Illinois at Rockford</th>
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<tr>
<td>By: _____________________</td>
<td>By: ____________________________ Date: ________________</td>
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<td>Program Director</td>
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<td>Date: ________________</td>
<td>By: ____________________________ Date: ________________</td>
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<td>Department Head</td>
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<td>DIO/Assistant Dean for GME</td>
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<td>By: ____________________________ Date: ________________</td>
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<td>Regional Dean</td>
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Effective date: July 1, 2021

**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 System HR Services at [https://www.hr.uillinois.edu](https://www.hr.uillinois.edu).

a. A total of 30 days away from the program is permissible, which includes paid vacation/sick leave of 21 calendar days, non-accrualable. 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. Residents may attend scheduled medical, mental health, and dental care appointments during their working hours.

c. Leave from the program will be granted based on applicable law and University policy. The Residents’ completion date may be delayed in order to fulfill training requirements for the specific Board certification.

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 is up to $700 per year.

e. A comprehensive benefit package is available to the Resident and dependents consistent with University policy. Detailed information on applicable benefits and eligibility requirements can be found at [https://www.hr.uillinois.edu/benefits](https://www.hr.uillinois.edu/benefits).

f. 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.

g. All affiliated institutions provide meals and sleeping facilities for Residents rotating on night and weekend call.

h. 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 PROBATION, GENERAL SUSPENSION AND TERMINATION

a. Within fourteen (14) working days of written notification of his/her probation, general suspension and/or termination, a Resident may request a hearing. The request shall be in writing and submitted to the Assistant/Associate Dean for Graduate Medical Education (GME), or such individual acting in a similar capacity depending on the particular program in which the Resident is enrolled.

b. The written notification of probation, general suspension and/or termination shall include an explanation from the Program Director (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 probation, general suspension and/or termination. The written notification shall also advise the Resident of his/her right to request a hearing pursuant to this Exhibit.

c. The Hearing Committee shall consist of a minimum of three faculty members from the Resident’s department. The Assistant/Associate Dean for GME shall appoint the members of the Committee. If there are insufficient faculty from the department willing or able to serve on the Committee, the Assistant/Associate Dean for GME will appoint members from other departments. The Program Director shall not be a member of the Committee. The Committee shall elect a member from the group to preside at the hearing.

d. The Committee shall convene the hearing within fourteen (14) working days of receipt 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 Program Director or his/her designee shall be present at the hearing and each shall present information or materials (oral or written) as they wish to support their cases. No other representatives shall be present during the hearing, with the exception of attorneys who represent the resident/fellow and the University. Attorneys will be allowed to attend only in an advisory role to his/her client and shall not be allowed to address the Hearing Committee, the other party or each other directly.

f. Any materials to be presented at the hearing by either party must be provided to the Committee at least three (3) working days prior to the hearing. A copy of any materials submitted to the Committee by either party will be provided to the other party at least one (1) working day prior to the Hearing. The Committee shall have the sole right to determine what information or materials are relevant to the proceedings and shall consider only that which they deem to be relevant.

g. A majority vote of the Committee shall decide the issue(s) before it and the program shall be bound by the decision.

h. Regardless of the outcome of the hearing, the Committee will provide the Resident and Program Director with a written statement of its decision and the reason(s) for such decision within ten (10) working days from the date of the conclusion of the hearing.

i. A Resident may appeal the Hearing Committee’s decision to the Assistant/Associate Dean for GME within ten (10) days of the issuance of the Committee’s decision. The Assistant/Associate Dean for GME shall review the Committee’s decision and any documentation submitted to the Committee and may conduct his/her own investigation of the matter. The Assistant/Associate Dean may, or may not appoint an Appeals Committee, to review and discuss the matter. If appointed, the Appeals Committee will have a minimum of three (3) members and the make-up of the Appeals Committee will be at the discretion of the Assistant/Associate Dean.
j. He/she shall render his/her decision in writing within a reasonable time, but not later than twenty (20) working days after receipt of the request for appeal.

k. The Resident may appeal the Assistant / Associate Dean for GME or the Appeal Committee’s decision to the Regional Dean of the College of Medicine within ten (10) days from the date of issuance of the decision.

l. The Regional Dean shall render his/her decision within ten (10) working days after receipt of the request for appeal. The decision shall be final and not appealable.

Exceptions to the Appeal Process:

a. The Department Head, Program Director, 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 and/or staff welfare. The Resident shall not have the right to appeal the summary suspension.

b. 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.

c. 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.

d. 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.

e. The nullification of the Resident Agreement as a result of the resident’s failure to meet any or all of the pre-conditions set forth in Section IV of the Resident Agreement. Said nullification is not subject to appeal.
Resident Employment Agreement

Dixon Rural Training Track

Effective Date:
Institution: Katherine Shaw Bethea Hospital
Resident:
Year:

THIS GRADUATE MEDICAL EDUCATION RESIDENT EMPLOYMENT AGREEMENT (“Agreement”) is entered into as of the Effective Date by and between KSB Hospital/Institution and 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.

In consideration of the mutual obligations set forth below, this Agreement is entered into for the purpose of defining the relationship between Institution, University, and Resident during the Resident's participation in the Accreditation Council for Graduate Medical Education (ACGME) sponsored graduate medical education and clinical training program (“program”).

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 by KSB Hospital 30 days prior to the commencement date noted above the offer of Residency may be withdrawn.

II. PROGRAM

Resident is hereby appointed to the KSB Hospital/UIC Rockford Family Medicine Residency Training Program, Post Graduate (PG) Level, and shall perform those duties as set forth in this Agreement.

III. COMPENSATION & BENEFITS:

During the term of this Agreement the Resident shall receive compensation at an annualized rate of $______, payable in bi-weekly installments of $_____, 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.
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 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 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 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 ACGME Program Requirements.
f. Comply with Institution and University policies requiring an initial health evaluation and with all immunizations and tests and other Institutional pre employment requirements.
g. Comply with all other requirements as set forth in the University GME/MEC Policy & Procedures Manual, and any other Institutional requirements including the Institutes Policy Manual as well as the Institution’s Medical Staff By Laws and Guidelines.
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.

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 ACGME.
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 Program Director and Office of Graduate Medical Education 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, as outlined in the Institution’s Bylaws. 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, 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. The University of Illinois College of Medicine Rockford’s GME Policy and Procedure Manual can be found at https://www.rockford.medicine.uic.edu.
  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 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 Program, Institution and/or University.
  v. The Residency’s policies and procedures regarding work hours as outlined by Program, Institution and University.
  vi. The University's and Institution’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.
  viii. The Medical Staff By Laws where the Resident is practicing.
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.

VI. 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 ACGME Program guidelines.
b. Apply the standards, policies, and obligations affecting the Residents in a uniform and equitable manner.
c. Evaluate the Resident in a manner consistent with Institution, University, and ACGME policies.
d. Professional Liability Insurance. During the term of this Agreement, Institution shall maintain for Physician professional liability coverage on a claims-made basis with limits of at least $1 million / $3 million for services rendered pursuant to this Agreement.

At the end of the term of this Agreement, Institution shall purchase professional liability insurance to cover Physician for claims brought subsequent to Resident’s employment hereunder. Said insurance shall be by way of tail coverage, a continuous series of claims-made policies or an extended reporting endorsement. Provided, however, Institution shall not be obligated to purchase said continuous insurance coverage for Resident is they do not complete the Program for any reason.

VII. 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 sign such documents as may be requested by the Program Director in order to verify or perform a financial audit of such activity.

VIII. 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.
IX. CORRECTIVE ACTION:

a. **Grounds for Termination or Suspension:** This Agreement may be terminated or suspended by the Institution 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 this Agreement even though the term of the Agreement has not yet run.
   
   ii. **Process:**
      
      1. **By the Institution:** If this Agreement is terminated by the Institution before the end of its term for any reason, the Institution 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 Program Director.
      
      3. **By Mutual Agreement:** If the Institution 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 Program Director or the Assistant/Associate Dean of Graduate Medical Education (GME), 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) working days of the date of imposition of such summary suspension, unless extended by agreement of the Resident, the Program Director, or Assistant/Associate Dean of GME 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 Program Director 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 Program Director and DIO. 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 may take such other corrective action as appropriate, including but not limited to written warnings and probation. The process for other corrective action is listed on Exhibit C.

**X. RENEWAL/REAPPOINTMENT**

The Resident acknowledges that nothing contained in this Agreement shall require the Institution 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 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 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. HARASSMENT**

The Institution and University will not tolerate sexual harassment or any harassment of any kind. 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.

**XII. GOVERNING LAW**

The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Illinois.

**XIII. DAYS**

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

a. Indemnification: Each party agrees to indemnify and hold harmless the other party and its respective members or trustees or directors, employees, agents, successors and assigns, from and against any loss, injury, liability, claim, cost, damage, expense (including without limitation, reasonable attorneys’ fees), court cost and amount paid in settlement of claims, resulting to, imposed upon, or incurred or suffered by the other party or its trustees or directors, employees, agents, successors or assigns, which may arise out of, or in connection with, or related to, any acts, omissions, negligence, malpractice, or lack of due care caused or alleged to have been caused by the indemnifying party or any of its employees or agents in the performance of the services, duties and obligations of such party under this Agreement, except as may result from a breach of the other party's obligations under this Agreement.

b. Counterparts: This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with applicable law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

c. Affirmative Action Statement: The Institution and all covered subcontractors shall abide by the requirements of 29 CFR § 471, Appendix A to Subpart A, 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

d. Representation and Warranty: Resident represents and warrants to Institution that Resident and its owners, employees, agents and any subcontractors (collectively “Personnel”) are not: (i) listed on the System for Award Management website (“sam.gov”) with an active exclusion; (ii) listed on the Office of the Inspector General’s website (“oig.hhs.gov”); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, “Government Payor Programs”). Resident also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of Resident or Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an “Investigation”). Resident shall notify Institution of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of Resident’s first learning of it. Institution shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. Institution shall be kept apprised by Resident in a timely manner
of the status of any such Investigation. Resident shall indemnify, defend and hold Institution harmless from any claims, liabilities, fines and expenses (including reasonable attorneys’ fees) incurred as a result of Resident’s breach of this paragraph.

XIV. CONFIDENTIALITY

a. Confidentiality, Business and Financial Information: Resident acknowledges that during Resident’s association with Institution, Resident will be brought into contact with Institution’s confidential methods of operations, pricing policies, marketing strategies, trade secrets, knowledge, techniques, data and other information about Institution’s operations and business of a confidential nature (“Confidential Information”) and that such Confidential Information has a special and unique value to Institution. Therefore, Resident will not in any manner, directly or indirectly, disclose or divulge to any person or to whatsoever, or use for his/her own benefit or for the benefit of any other person or other entity whatsoever, directly or indirectly in competition with Institution, any of such Confidential Information. Upon the expiration or termination by any party for any reason of this Agreement, Resident shall immediately return to Institution any and all such Confidential Information in possession or control of Resident.

b. Patient Identifying Information: All medical information and data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of providing professional medical services under this Agreement, shall be treated and maintained in a confidential manner by Resident. All parties to this Agreement shall comply with all applicable federal, state and local laws and regulations regarding confidentiality of patient records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Privacy Standards (45 C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 & 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the “Standards”) promulgated or to be promulgated by the Secretary of Health and Human Services on and after the applicable effective dates specified in the Standards, and shall not be released, disclosed or published to any party other than as required or permitted under applicable laws.

XIV. NOTICE

Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to Institution: Katherine Shaw Bethea Hospital
ATTN: Suzanne Ravlin
403 E. 1st Street
Dixon, IL  61021
Email: sravlin@ksbhospital.com

If to Resident: Address on File
Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.

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

RESIDENT:
By: _________________________________ Date: __________

INSTITUTION:
Katherine Shaw Bethea Hospital

By: _________________________________ Date: __________
Program Director

By: _________________________________ Date: __________
Chief Legal Officer
EXHIBIT A

KSB HOSPITAL

BENEFITS

1. A total of 21 days away from the program is permissible, which includes paid “Paid Days Leave” (PDL). Vacation is scheduled by mutual agreement between Resident and Program Director. PDL may be used for illness or injury. Residents may use PDL for pre- and post-partum time off. (See Resident Handbook for additional information).

2. Leave from the program for personal or extended medical reasons will be first credited as PDL. Additional unpaid time off must be approved by the Program Director, 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.

3. Up to 5 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 for PGY1 and $1200 per year for PGY2, PGY3.

4. Health insurance and dental insurance are available to the Resident. Cost is determined by the Institution’s plan 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.

6. Residents are provided a long-term disability protection plan and a short-term disability plan to be administered the same way as all Institution’s employees.

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 while performing duties directly related to their educational programs.

10. The Institution and other affiliated hospitals provide meals according to Institution policy 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.

13. Enrollment in the Institution’s Employee Assistance Program.
EXHIBIT B

See Institutional Policy on PROCEDURAL RIGHTS TO SUSPENSION, PROBATION AND TERMINATION
EXHIBIT C

See Institutional Policy on CORRECTIVE ACTIONS
Graduate Medical Education
Resident Employment Agreement
Monroe Clinic Rural Family Residency

<table>
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<tr>
<th>Effective Date</th>
<th>Institution</th>
<th>Resident</th>
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THIS GRADUATE MEDICAL EDUCATION RESIDENT EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Institution and 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 Institution, University, and Resident during the Resident's participation in the Accreditation Council for Graduate Medical Education (ACGME) sponsored graduate medical education and clinical training program ("program"). As used in this Agreement, the term "Resident" shall also include any "intern."

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 by Monroe Clinic 30 days prior to the commencement date noted above the offer of Residency may be withdrawn.

II. PROGRAM: Resident is hereby appointed to the Monroe Clinic/UIC Rockford Family Medicine Residency Training Program, Osteopathic Graduate Medical Education Post Graduate (PG) Level __, pay level of ___ (if different from PG Level) and shall perform those duties as set forth in this Agreement.

III. COMPENSATION & BENEFITS: During this Year in Training Resident will be paid a salary of _________ 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. In the event Resident does not begin training immediately after Orientation, compensation and benefits provided to Resident pursuant to this Agreement will cease at the conclusion of Orientation and will resume upon the commencement of Resident’s training.

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 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 ACGME Institutional and Program Requirements.

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.

i. The University or Institution 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 extenuation 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 listings.

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 attend the University 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 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.

g. 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.

h. Complete and keep current any and all medical records, progress notes, charts, reports or other necessary documentation in a timely manner. Complete a discharge summary for each patient assigned to the Resident according to the documentation timeline of the hospital or clinic site 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.

i. In performance of the above duties, abide by and conform to the following:
   i. All University and Institution policies and procedures, which are expressly incorporated herein and made a part hereof. The University of Illinois College of Medicine Rockford’s GME Policy and Procedure Manual ("Procedure Manual") can be found at https://www.rockford.medicine.uic.edu.
   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 Institution and University policies as well as all applicable rules, laws and regulations.

VI. 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.
VII. 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 sign such documents as may be requested by the Program Director in order to verify or perform a financial audit of such activity.

VIII. 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.

IX. CORRECTIVE ACTION: Whenever the behavior of a resident interferes with the discharge of assigned duties or those of other University or affiliated institution employees, or jeopardizes the well-being of patients, the University reserves the right to take corrective action, as documented in the University of Illinois College of Medicine Rockford GME Policy and Procedure Manual, Section 7 – Administrative Academic and Disciplinary Processes. The resident has the right to appeal certain corrective actions, as documented in the GME Policy and Procedure Manual, Section 7.

   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 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, Program Director, 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) working days of the date of imposition of such summary suspension, unless
extended by agreement of the Resident, the Department Head, Program Director, his/her designee, or such other individual in similar capacity, must either reinstate the Resident or provide the Resident with a written notification of his/her general suspension and/or termination and the reason(s) 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 Program Director, his/her designee, or any such other individual in a similar capacity may suspend a Resident with pay 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 Program Director and DIO. 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 University may take such other corrective action it deems appropriate, including but not limited to written warning and probation as documented in the University of Illinois College of Medicine Rockford GME Policy and Procedure Manual, Section 7.

X. **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.
XI. 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.

XII. GOVERNING LAW: Institution and University agree to remain silent as to governing law.

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

XIV. MISCELLANEOUS.

a. Indemnification: Each party agrees to indemnify and hold harmless the other party and its respective members or trustees or directors, employees, agents, successors and assigns, from and against any loss, injury, liability, claim, cost, damage, expense (including without limitation, reasonable attorneys’ fees), court cost and amount paid in settlement of claims, resulting to, imposed upon, or incurred or suffered by the other party or its trustees or directors, employees, agents, successors or assigns, which may arise out of, or in connection with, or related to, any acts, omissions, negligence, malpractice, or lack of due care caused or alleged to have been caused by the indemnifying party or any of its employees or agents in the performance of the services, duties and obligations of such party under this Agreement, except as may result from a breach of the other party's obligations under this Agreement.

b. Counterparts: This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with applicable law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

c. Affirmative Action Statement: The Institution and all covered subcontractors shall abide by the requirements of 29 CFR § 471, Appendix A to Subpart A, 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

d. Representation and Warranty: Resident represents and warrants to Institution that Resident and its owners, employees, agents and any subcontractors (collectively “Personnel”) are not: (i) listed on the System for Award Management website (“sam.gov”) with an active exclusion; (ii) listed on the Office of the Inspector General’s website (“oig.hhs.gov”); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, “Government Payor Programs”). Resident also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of Resident or Personnel from Government Payor Programs or may be cause for listing on
sam.gov or oig.hhs.gov (collectively, an “Investigation”). Resident shall notify Institution of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of Resident’s first learning of it. Institution shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. Institution shall be kept apprised by Resident in a timely manner of the status of any such Investigation. Resident shall indemnify, defend and hold Institution harmless from any claims, liabilities, fines and expenses (including reasonable attorneys’ fees) incurred as a result of Resident’s breach of this paragraph.

e. Confidentiality, Business and Financial Information. Resident acknowledges that during Resident’s association with Institution, Resident will be brought into contact with Institution’s confidential methods of operations, pricing policies, marketing strategies, trade secrets, knowledge, techniques, data and other information about Institution’s operations and business of a confidential nature (“Confidential Information”) and that such Confidential Information has a special and unique value to Institution. Therefore, Resident will not in any manner, directly or indirectly, disclose or divulge to any person or other entity whatsoever, or use for his/her own benefit or for the benefit of any other person or other entity whatsoever, directly or indirectly in competition with Institution, any of such Confidential Information. Upon the expiration or termination by any party for any reason of this Agreement, Resident shall immediately return to Institution any and all such Confidential Information in possession or control of Resident.

f. Patient Identifying Information. All medical information and data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of providing professional medical services under this Agreement, shall be treated and maintained in a confidential manner by Resident. All parties to this Agreement shall comply with all applicable federal, state and local laws and regulations regarding confidentiality of patient records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Privacy Standards (45 C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 & 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the “Standards”) promulgated or to be promulgated by the Secretary of Health and Human Services on and after the applicable effective dates specified in the Standards, and shall not be released, disclosed or published to any party other than as required or permitted under applicable laws.

g. Master Contract Database. The master listing of all personal services arrangements between the parties is maintained by the SSM Health System Legal Affairs Contracts Division within its master electronic contract database (the "Master Contract Database"). The Master Contract Database is centrally managed and updated regularly by the SSM Health System Legal Affairs Contracts Division and otherwise preserves the historical record of personal services arrangements between the parties.

h. Notice. Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to Institution: SSM Health
Attn: Contracts
10101 Woodfield Lane
St. Louis, MO 63132
Email: ContractNotices@ssmhealth.com

If to Resident:

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.

i. Merger. This Agreement shall supersede and replace any previous Resident Employment Agreement between Institution and Resident and the terms herein shall govern and control.

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

RESIDENT:

___________________________

By: __________________________  Date: ____________

INSTITUTION:

The Monroe Clinic, Inc.

By: __________________________  Date: ____________

Jane W. Curran-Meuli, MPA, FACMPE

President

By: __________________________  Date: ____________

Program Director
EXHIBIT A
MONROE CLINIC
OGME BENEFITS

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.

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 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. 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) working days of written notification of his/her probation, general suspension and/or termination, a Resident may request a hearing. The request shall be in writing and submitted to the Assistant/Associate Dean for Graduate Medical Education (GME), or such individual acting in a similar capacity depending on the particular program in which the Resident is enrolled.

B. The written notification of probation, general suspension and/or termination shall include an explanation from the Program Director (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 probation, general suspension and/or termination. The written notification shall also advise the Resident of his/her right to request a hearing pursuant to this Exhibit.

C. The Hearing Committee shall consist of a minimum of three faculty members from the Resident’s department. The Assistant/Associate Dean for GME shall appoint the members of the Committee. If there are insufficient faculty from the department willing or able to serve on the Committee, the Assistant/Associate Dean for GME will appoint members from other departments. The Program Director shall not be a member of the Committee. The Committee shall elect a member from the group to preside at the hearing.

D. The Committee shall convene the hearing within fourteen (14) working days of receipt 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 Program Director or his/her designee shall be present at the hearing and each shall present information or materials (oral or written) as they wish to support their cases. No other representatives shall be present during the hearing, with the exception of attorneys who represent the resident/fellow and the University. Attorneys will be allowed to attend only in an advisory role to his/her client and shall not be allowed to address the Hearing Committee, the other party or each other directly.

F. Any materials to be presented at the hearing by either party must be provided to the Committee at least three (3) working days prior to the hearing. A copy of any materials submitted to the Committee by either party will be provided to the other party at least one (1) working day prior to the hearing. The Committee shall have the sole right to determine what information or materials are relevant to the proceedings and shall consider only that which they deem to be relevant.

G. A majority vote of the Committee shall decide the issue(s) before it and the program shall be bound by the decision.

H. Regardless of the outcome of the hearing, the Committee will provide the Resident and Program Director with a written statement of its decision and the reason(s) for such decision within ten (10) working days from the date of the conclusion of the hearing.

I. A Resident may appeal the Hearing Committee’s decision to the Assistant/Associate Dean for GME within ten (10) days of the issuance of the Committee’s decision. The Assistant/Associate Dean for GME shall review the Committee’s decision and any documentation submitted to the Committee and may conduct his/her own investigation of the matter. The Assistant/Associate Dean may, or may not appoint an Appeals Committee, to review and discuss the matter. If appointed, the Appeals Committee will have a minimum of three (3) members and the make-up of the Appeals Committee will be at the discretion of the Assistant/Associate Dean.

J. He/she shall render his/her decision in writing within a reasonable time, but not later than twenty (20) working days after receipt of the request for appeal.

K. The Resident may appeal the Assistant / Associate Dean for GME or the Appeal Committee’s decision to the Regional Dean of the College of Medicine within ten (10) days from the date of issuance of the decision.
L. The Regional Dean shall render his/her decision within ten (10) working days after receipt of the request for appeal. The decision shall be final and not appealable.

Exceptions to the Appeal Process:
A. The Department Head, Program Director, 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 and/or staff welfare. The Resident shall not have the right to appeal the summary suspension.
B. 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.
C. 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.
D. 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.
E. The nullification of the Resident Agreement as a result of the resident's failure to meet any or all of the pre-conditions set forth in Section IV of the Resident Agreement. Said nullification is not subject to appeal.
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.

Approved: 4/25/2017
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
Medical Licensure and Prescribing Information

Purpose:
To establish clear procedures and expectations for residents/fellows, program coordinators, program directors and GME Office staff regarding the licensing process.

Definitions:

A. Valid License
A valid license is defined as: (1) a state specific temporary license with an effective date not later than the resident’s first day of work. In the case of Illinois programs, the temporary license is specific to the University of Illinois program; (2) a state specific permanent license.

B. Complete Application
A license application is considered complete if the resident entered appropriate responses on all required forms and attachments as specified in the application instructions, signed the application and submitted the required application fee.

C. Resident
Throughout this policy, the term “residents” shall refer collectively to residents and fellows.

Responsibility

Every resident must possess a valid license in order to participate in his or her graduate medical training. The resident is responsibility to obtain a valid temporary or permanent license for training. The individual graduate programs will assist the resident in his/her efforts to obtain a valid license; however, it is the resident’s responsibility to apply for the license and to monitor the license expiration date. Residents are not permitted to practice medicine or surgery outside of their training (moonlighting) without being fully licensed in the state where moonlighting activity occurs.

Notifications

A. New Residents
The Program Director’s Office will notify each physician accepted into the training program that he/she must be able to document that they submitted a completed license application no later than 60 days prior to their projected start date in order to begin his/her program on schedule.

Program Directors will be notified via regular reports as to the status of each resident’s compliance with timely application completion.

B. Continuing Residents
Each currently employed resident will receive written notice from the Program Director’s office no later than 120 days prior to temporary license expiration that they applied for a renewal or permanent license no later than 60 days prior to the expiration date to ensure continuity of licensure.
Temporary Licensure

A resident with less than two years of ACGME-approved postgraduate training is eligible only for a state specific temporary license. For Illinois programs, the license if the property of the University of Illinois College of Medicine Rockford (UICOMR). For Wisconsin programs, the state specific licenses are the property of Monroe Clinic and Hospital, a member of SSM Health. The temporary licenses are valid for practice of medicine within the scope of the resident’s training program.

A. The Program Director’s office provides information and guidance for temporary license application.
B. Temporary licenses are institution and program-specific.
C. Temporary licenses are issued for a three-year period, or anticipated duration of the resident’s program, whichever is shorter. Family Medicine residents are allowed a total of 36 months to work under a temporary license. Should a resident’s program be extended, the resident is eligible to obtain a permanent license.
D. Residents must apply through the Program Director’s office for transfer between institutions and program.
E. The resident is responsible the fees associated with temporary license transfer.
F. If a resident leaves a program for any reason, institution returns the resident’s license to the State.

Permanent Licensure

A resident who has completed 24 months or more of ACGME-accredited training and has passed USMLE Step 3 is eligible to apply for permanent state licensure.

A. Residents with permanent licenses must provide copies to the Program Director’s office.
B. All patient care provided within the training programs are subject to teaching physician supervision despite permanent licensure status.

Pharmaceutical Prescribing Information

A. Drug Enforcement Agency (DEA) Number
   a) Residents with temporary licenses must use his or her faculty advisor’s DEA number when prescribing controlled substances.
   b) A permanent license is needed to obtain an Illinois Controlled Substance and DEA certification.
   c) An individual DEA number (requires an unrestricted state medical license) is required for post graduate trainees who are moonlighting.
B. National Provider Identifier (NPI) Number
   All residents must obtain an NPI number. Information on obtaining the NPI can be found on UICOMR website under GME. The NPI number must be included on all prescriptions including those requiring a DEA number.

Requirement for Pay

A resident must have a valid license prior to the commencement date of his/her Resident Agreement in order for said agreement to remain valid. Having a valid license is a prerequisite to being placed on payroll. If the resident fails to meet these conditions, the Resident or Fellowship Agreement will automatically become null and void and the resident will not be entitled to participate in his/her
program or receive pay until a new Resident or Fellow Agreement has been issued and signed by all appropriate parties. A resident may seek to have the requirement waived for a period not to exceed 30 days, as set forth in Section IV of the Resident or Fellow Agreement.

**Resident Letter**
Each resident not licensed prior to the commencement date of his/her Resident or Fellow Agreement, will be required to sign a statement which informs him/her that:

A. The resident is not eligible to participate in any way in clinical activities in any institution affiliated with their program.

B. Unless the licensing precondition has been waived, his/her Resident or fellow Agreement is no longer valid and, as such, he/she will not be paid nor receive any benefits unless and until a new Agreement has been issued and signed by all appropriate parties. If the licensing precondition has been waived, he/she will be paid for up to 30 days of his/her contract, after which time if he/she has not provided a valid license, he/she will be placed on unpaid leave until he/she provides such a copy. Under those circumstances, the resident must arrange for continuation of benefits at his/her own expense during the period of unpaid leave.

C. If the licensing precondition has been waived, and all appropriate parties have signed the Resident Letter referenced above, the resident may attend lectures and conferences, but will not be permitted to work in any clinical capacity for the University or in his/her program during the unlicensed period (not to exceed 30 days). The Program Director may count this period as vacation.

D. If a new Resident or Fellow Agreement is issued and signed by all appropriate parties, the commencement date indicated therein shall be the correct commencement date of the Resident into the program.

E. If the licensing precondition has not been waived, the Program Director may decide not to issue a new Resident or Fellow Agreement if the resident has failed to obtain a valid license as of the commencement date of the original Agreement. That decision shall not be subject to appeal. If the licensing precondition has been waived and the original Agreement has commenced, the Program Director, after first consulting with the Assistant/Associate Dean for GME, may terminate any resident who has not obtained a license thirty days after said commencement date.

**Exceptions**
All exceptions to this policy will be made in writing by the Assistant/Associate Dean for Graduate Medical Education.

Approved 4/25/2017
Revised and approved by the GMEC 10/31/19
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.

Approved: 4/25/2017
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