



2017-2018

## GRADUATE MEDICAL EDUCATION AGREEMENT

**Department:**

**Program:**

This Graduate Medical Education Agreement (the "Agreement") is between THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not-for-profit corporation ("UCMC"), and \_\_\_\_\_ ("Resident/Fellow").

UCMC wishes to appoint the Resident/Fellow as a **PGY**\_\_\_\_\_and the Resident/Fellow wishes to accept such appointment. Unless earlier terminated in accordance with this Agreement, the term of the Resident/Fellow appointment commences on, \_\_\_\_\_, ("Commencement Date") and terminates on \_\_\_\_\_ (the "Appointment Period").

Therefore the parties hereto agree as follows:

### UCMC RESPONSIBILITIES

UCMC shall:

1. Compensate Resident/Fellow. The annual stipend shall be \_\_\_\_\_. The stipend may be prorated for any periods during the Appointment Period where the Resident/Fellow fails to comply with the terms of this Agreement. The stipend may be reduced by any applicable federal or state withholding requirements.
2. Provide Additional Benefits. In addition to the specified stipend, UCMC agrees to provide to the Resident/Fellow for the term of this Agreement, the benefits in accordance with UCMC policies and procedures applicable to residents/fellows. Detailed information regarding Health Insurance, Life Insurance, Short & Long Long-Term Disability, Paid Leave and other Leaves of Absence, FMLA, Accommodations for Disabilities, Support Services, and library privileges can be found in the GME Handbook or through UCMC's Office for Graduate Medical Education. This list is not intended to be exclusive of other benefits which may be in existence, and UCMC reserves the right to amend or alter benefits
3. Provide Professional Liability Coverage and Patient Safety Obligations. Professional liability coverage will be provided through either the UCMC Self-Insurance Trust or through professional liability insurance of the affiliated hospitals, which shall be maintained at levels acceptable to UCMC for activities performed in connection with assigned duties as a Resident/Fellow at UCMC and at off-campus rotations approved by the Program Director and the Chairman of the Department to which this appointment is made (the "Department Chairman"), and the Office of Legal Affairs.
4. Perform Pre Commencement Screening. Prior to the Commencement Date specified in this Agreement, UCMC may perform a background check of any Resident/Fellow and a check of the excluded provider database, pursuant to the policies of UCMC, and will provide Residents/Fellows a health screening examination by UCMC.
5. Abide by ACGME Duty Hours. UCMC agrees to sustain substantial compliance with the ACGME Common duty hour standards and any duty hour standards prescribed by the applicable Residence Review Committee. UCMC will perform periodic monitoring of duty hour to meet the goals of promoting patient safety, resident learning and well-being.

6. Maintain Direct Administration of GME Programs. Although UCMC has contractual obligations with affiliated hospitals, the Program remains under the direct administration of UCMC, and the educational standards for performance in the Program will be established and administered by UCMC. Notwithstanding the foregoing, at all times, all clinical care provided will be under the direction and supervision of each patient's attending physician, who is a member of the affiliated hospital's medical staff.

### **RESIDENT/FELLOW RESPONSIBILITIES**

Resident/Fellow shall:

1. Obtain License to Practice Medicine or Dentistry and any Necessary Visa. The Resident/Fellow must apply for, obtain and continuously maintain, at his or her expense, a current and valid Illinois medical temporary or permanent license. Any Resident/Fellow who does not possess a current and valid Illinois license will not be permitted to participate in any patient care activities, and will not receive any compensation for any period of time during which the Resident/Fellow is prohibited from working due to the absence of a license. Failure to obtain and maintain a license as required by this Agreement shall be cause for UCMC to terminate this Agreement immediately, and/or to take such other steps as UCMC shall deem necessary. If the Resident/Fellow is not a United States citizen, the Resident/Fell must obtain and show proof of visa status consistent with undertaking and fulfilling the obligations of this Agreement. Further, the Resident/Fellow authorizes UCMC to solicit and/or obtain verification of such status from third parties. Failure to possess such proof by the Commencement Date of this Agreement will serve to automatically terminate this Agreement. The provisions of this paragraph shall survive the expiration, termination or nonrenewal of this agreement. The cost of obtaining and maintaining an H1-B visa is the responsibility of the Program. Residents/Fellows must have a valid United States social security number prior to Commencement date of this Agreement.

2. Participate in Pre Commencement Screening & Training Verification. All Residents/Fellows must provide, prior to commencement of this Agreement, all documentation to verify previous educational training, including the final evaluation letters and milestone evaluations from all previous training programs. Resident/Fellow further authorizes UCMC to perform a background check and a check of the excluded provider database consistent with its internal policies. All Residents/Fellows must also undergo a health screening examination by UCMC on or prior to the Commencement Date specified in this Agreement.

3. Provide Timely Notifications. Resident/Fellow must notify the Program Director and the Office of Graduate Medical Education in writing immediately if the Resident/Fellow(s) medical license is under investigation or has been revoked, suspended or otherwise restricted or if an application for a temporary or permanent license is denied. Resident/Fellow must notify the Program Director, the Office of Graduate Medical Education and the Compliance Director in writing immediately if the Resident/Fellow is or becomes ineligible to participate in, or is suspended or excluded from, the Medicare, Medicaid or other governmental payment program. Any such revocation, suspension, restriction, denial, ineligibility or exclusion shall serve automatically to terminate this Agreement. The Resident/Fellow must immediately notify UCMC of any professional liability or other claim made or threatened against him/her related to the provision of services as part of clinical training, as well as an incident required to be reported pursuant to UCMC's or affiliated hospital's reporting policies.

4. Abide by Applicable Policies. Resident/Fellow must read, become familiar with and continuously comply with all applicable policies, procedures, and bylaws of UCMC and the respective Program; the guidelines established by applicable regulatory or accrediting agencies, including, without limitation, the ACGME requirements for duty hour standards; and all applicable laws and regulations, including, without limitation, HIPAA and OSHA standards for the prevention of transmission of blood borne pathogens. Resident/Fellow must complete all training required by either the Medical Center Compliance Office or institutional GME Committee. Failure to complete such training will result in

suspension of the Resident/Fellow or other disciplinary action, and is not subject to review under the Grievance Procedure described in this Agreement.

5. Use Best Efforts. Resident/Fellow must use his or her best efforts, judgment and diligence in a professional manner in performing all duties, tasks and responsibilities (including but not limited to, clinical services and educational and scholarly activities) assigned to the Resident/Fellow by the Program Director (or any other person designated or authorized by the Program Director) for the duration of the Appointment Period. Clinical services shall be provided under circumstances and at locations as assigned by the Program Director.

6. Complete Medical Records. Resident/Fellow must complete medical records as set forth in applicable institutional policies of the institution where the resident is working. Failure to complete medical records in a timely fashion in accordance with those policies may result in disciplinary action. Disciplinary action taken for failure to complete medical records in a timely fashion is not subject to review under the Grievance Procedure described in this Agreement.

### **PROHIBITION ON HARASSMENT**

It is the policy of UCMC to maintain a work environment free from prohibited forms of harassment, including sexual harassment. UCMC has established procedures for investigating and responding to claims of harassment. These procedures can be obtained from the Office of Graduate Medical Education and the Program Director. Any Resident/Fellow who believes that he or she has been subjected to harassment should report the alleged act immediately. If an investigation discloses that a Resident/Fellow has harassed any other employee or student of the hospitals or the University, or an affiliated hospital, the Resident/Fellow shall be subject to appropriate disciplinary action up to and including termination from the Program.

### **MOONLIGHTING**

A resident designated as an Intern or PGY1 may not engage in any-patient care unrelated to the program. A Resident/Fellow with either a temporary Illinois medical license, or any type of visa, is not permitted to undertake patient care activities outside the Program. Other Residents/Fellows must obtain prior written approval from the Program Director for each moonlighting or patient care-experience unrelated to the program. Time spent in these experiences must be recorded for duty hour reporting and monitoring purposes. In the event that approval is given for a Resident/Fellow to engage in any clinical practice outside of the Program and in facilities not under corporate ownership by UCMC, no liability coverage under the Self-Insurance Trust will be provided unless otherwise expressly agreed to in writing. The Resident/Fellow is exclusively responsible for all liabilities arising out of such outside practice.

### **RESIDENT/FELLOW GRIEVANCE PROCEDURE**

A Resident/Fellow may request the resolution of a concern or dispute regarding his/her clinical and educational performance, conduct and eligibility to continue in the graduate medical education program. The GME policy "Grievance Procedure" is available on UCMC'S GME website. Neither the conflict resolution nor corrective action procedures set forth in the Medical Staff By-Laws, nor any human resources policies of UCMC or affiliated hospitals pertaining to grievances, appeals, performance management, corrective action, or termination, shall apply to Residents/Fellows.

### **RENEWAL/NON-RENEWAL/TERMINATION**

1. Notice of Non-Renewal or Non-Promotion. UCMC will provide the Resident/Fellow with a written notice of intent not to renew a yearly contract prior to completion of a multi-year residency program approximately 120 days prior to the end of the current Agreement. However, if the primary reason(s) for the non-renewal occur(s) within 120 days prior to the end of the Agreement, UCMC will provide the Resident/Fellow with as much written notice of the intent not to

renew, or promote, as the circumstances will reasonably allow, prior to the end of the Agreement. If the Program cannot determine approximately 120 days prior to the end of the current Agreement due to issues related to the Resident/Fellow(s) progress in the Program, the Program Director will inform the Resident/Fellow in writing of the reasons why a decision cannot be made, the timetable for making the decision, and the issues which must be addressed by the Resident/Fellow before such decision can be made.

2. Renewal of Agreement/Promotion. The Resident/Fellow understands and acknowledges that UCMC makes no commitment to renew this Agreement/promote the resident/fellow. Renewal and promotion are at the discretion of UCMC and are contingent upon factors, including, without limitation, satisfactory performance; the availability of a position; compliance with the terms of this Agreement; continuation by ACGME of institutional and program accreditation and UCMC financial ability. Each Resident/Fellow whose Appointment Period is for one year, and whose contract is to be renewed for another one year period will receive a renewal contract approximately 120 days prior to the end of the current Agreement. Execution of a renewal agreement is contingent upon satisfactory evaluation during the 120 day period preceding the new contract term. In all cases, each Resident/Fellow offered a renewal agreement shall accept such offer in writing by signing and returning the renewal agreement within three (3) weeks of the date on which the renewal agreement was sent to the Resident/Fellow.

3. Termination. The Resident/Fellow understands and acknowledges that the Agreement may be terminated if UCMC, in its sole reasonable discretion, determines that the Resident/Fellow has failed to comply with any the terms of this Agreement, including, without limitation: (a) a failure to fulfill the applicable educational and clinical requirements of the graduate education and clinical training program to the satisfaction of the Program Director; (b) a failure to acquire at least the same professional knowledge, skill and judgment that residents in the relevant department normally acquire at the same level of post graduate medical education and training; or (c) a failure to carry out satisfactorily his or her professional responsibilities, which may result in disciplinary action of the Resident/Fellow by UCMC. Such disciplinary action may take any appropriate form, including without limitation performance of remedial or educational activities, immediate suspension of the Resident/Fellow, with or without pay, or termination of this Agreement. The Termination and Progressive Corrective Action policies of UCMC or other UCMC human resource policies governing grievances or the discipline or termination of UCMC employees shall not be applicable to Residents/Fellows. This Agreement may be terminated by the Resident/Fellow upon 30 days prior written notice to UCMC in the event of (1) failure of UCMC to provide any of the benefits under "UCMC Responsibilities" in this Agreement, or (2) the Resident/Fellow(s) inability to fulfill the Agreement due to total incapacity or extreme hardship. This Agreement shall terminate automatically in the event that Resident/Fellow(s) license to practice medicine is terminated or suspended; Resident/Fellow is, or becomes, ineligible to participate in the Medicare, Medicaid or other governmental payment programs; or, in the case of a Resident/Fellow who is not a U.S. Citizen, suspension or loss of a visa status consistent with the provision of services pursuant to this Agreement. Upon termination of this Agreement, the obligations of UCMC under this Agreement shall cease. If the Resident/Fellow(s) appointment is terminated, the Program Director shall determine the extent of credit earned by the Resident/Fellow. The Program Director shall document a final performance evaluation to indicate credit earned during the course of training.

#### **MISCELLANEOUS**

This Agreement shall be construed in accordance with Illinois law, and the forum for any disputes arising hereunder shall be the circuit courts of Cook County, Illinois. Each party agrees that the Electronic Signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual or original signatures. "Electronic Signature" means any electronic symbol or security procedure attached to or logically associated with an electronic record and executed, employed or adopted by or on behalf of a party with the intent to authenticate a record, including facsimile, e-mail electronic signatures, or signatures delivered by scanned image, pursuant to the Illinois Electronic Commerce Security Act (5 ILCS 175/1-101 et seq.) as amended from time to time.