Residency and Fellowship Agreement

«FIRSTNAME» «LASTNAME», M.D. (hereinafter, "RESIDENT/FELLOW") and Chicago Medical School (hereinafter, "SCHOOL") hereby enter into this AGREEMENT as of «DATE», and hereby agree as follows:

1. The term of this AGREEMENT shall be from «TERM» unless terminated or modified for good cause or by mutual agreement between the parties to the agreement.

2. The RESIDENT/FELLOW shall participate as a postgraduate year «PGY» trainee in the «Year» year of the «Residency» Training PROGRAM.

3. During the term of this AGREEMENT, the RESIDENT/FELLOW shall be paid at the annual rate of $«Annual_Salary_Rate» with provisions for a benefits package that includes up to four weeks vacation per academic year, professional liability (malpractice) insurance, medical insurance, life insurance, and disability insurance.

4. It is the responsibility of the RESIDENT/FELLOW to take all necessary steps to enroll in the insurance programs and to so inform the Human Resources Department. Vacation time allotted during an academic year (July 1 through June 30) is based upon the amount of time worked (i.e. in pay status) during the same academic year and cannot be carried over to a subsequent academic year except in extraordinary circumstances and with the written permission of the Program Director and the Senior Associate Dean for Clinical Affairs. If the vacation time is not used in the academic year in which it was accrued, it is subject to forfeiture.

5. The professional liability insurance coverage is limited to activities that occur during, and are components of, the training PROGRAM. Protection for covered activities occurring during the training PROGRAM extends beyond the completion of the PROGRAM. The liability insurance provides coverage of at least one million dollars per occurrence and three
million dollars in annual aggregate. In the event of a claim, the RESIDENT/FELLOW agrees to cooperate fully with the professional liability insurance carrier.

6. Living quarters, meals and laundry are not offered in this agreement although at times and under certain circumstances, e.g. nights on call, one or more of these benefits may be offered by an affiliated medical center.

7. Promotion and reappointment within the tenure of this AGREEMENT is contingent upon multiple factors, including (a) satisfactory completion of the expected educational and other training requirements of the PROGRAM, (b) adequate attitudinal and professional growth and behavior, (c) demonstrated ability to function at a level appropriate for the level to which he/she would be promoted or reappointed, and (d) compliance with the rules and regulations of the PROGRAM, the SCHOOL, the University, the affiliated medical centers, and with the terms of this AGREEMENT.

8. In the event of significant alterations of salary and/or benefits, e.g. associated with a promotion or other change of status, the alterations will be specified in an updated AGREEMENT or in an amendment to this AGREEMENT.

9. The SCHOOL, in conjunction with its affiliated medical centers, shall strive to provide the RESIDENT/FELLOW a training program that meets the standards of the Accreditation Council for Graduate Medical Education.

10. The RESIDENT/FELLOW agrees to perform all appropriate duties and assignments to the best of his/her ability. He/she further agrees to complete all assigned rotations, to devote clearly sufficient time to the PROGRAM, and to abide by all the rules and regulations of the PROGRAM, the SCHOOL, the University, the affiliated medical centers, and with the terms of this AGREEMENT.

11. The RESIDENT/FELLOW may be subject to disciplinary action for the pursuit of any unauthorized outside employment ("moonlighting"). This specifically includes, but is not limited to, (a) outside employment that interferes with his/her learning, teaching, patient care or other programmatic commitments, (b) outside employment conducted without a permanent Illinois medical license or in violation of his/her visa regulations (e.g. "moonlighting" on a J-1 visa), (c) outside employment without adequate professional liability insurance, or (d) outside employment that jeopardizes the reputation of the SCHOOL or its affiliated medical centers. The professional liability insurance provided by the SCHOOL or its affiliated medical centers does not cover the RESIDENT/FELLOW during "moonlighting."

12. The RESIDENT/FELLOW agrees to comply with the DUTY HOUR regulations of the PROGRAM, the SCHOOL, and the ACGME, and to cooperate with the mechanisms for implementing and monitoring compliance to the DUTY HOUR regulations.
13. Non-competition agreements (restricted covenants) are not required of, or permitted for, RESIDENTS/FELLOWS.

14. The RESIDENT/FELLOW, by signing below, acknowledges receipt of the current copy of the "Manual of Policies and Procedures for Graduate Medical Programs," dated July 12, 2014, (MANUAL) with this AGREEMENT. The MANUAL contains the most relevant policies and procedures common to the SCHOOL’s graduate medical programs, including those for leaves (including leaves of absence, annual leave, sick leave, maternity/paternity/adoption leave, military leave, bereavement leave, and leaves covered under the Family & Medical Leave Act); counseling/medical/psychological support services; physician impairment; promotion; dress code; notification and consequences of unacceptable performance, skills, knowledge, professional and personal conduct or attitude; dismissal; suspension; remedial training; fatigue monitoring and duty hour policies; patient loads; service obligations; working environment; attendance at conferences; graded supervision plans; evaluations of and by trainees; immunization recommendations; "moonlighting” policy; residents' councils; sexual and other forms of harassment; residency closure policy; restrictive covenants; gifts from industry; grievance resolution procedures; Technical Standards and compliance to the Americans with Disabilities Act; and the potential effects of leave on delaying graduation and board eligibility. The RESIDENT/FELLOW agrees to comply with the policies described in this AGREEMENT and in the accompanying and subsequent editions of the MANUAL.

15. The RESIDENT/FELLOW acknowledges that subsequent MANUALs and contracts may contain revisions, and that the current MANUAL, and its as yet unpublished revisions, will be posted on the University’s intranet at https://insite.rosalindfranklin.edu/AcadPrgmsStuSuprt/Schools/CMS/Medicine/Pages/Residency-Curriculum.aspx. The RESIDENT/FELLOW also agrees that his/her retention in the program depends upon his/her compliance to the rules and regulations of his specific training program, the SCHOOL, the University, and the medical centers or organizations that will employ and train him/her. The RESIDENT/FELLOW acknowledges that he/she has read the MANUAL and this AGREEMENT and will read subsequent editions as they become available, and that he/she is bound thereby.

16. The RESIDENT/FELLOW attests that he/she has completed, as stated, all of the training and administrative requirements claimed in the application process and grants permission to the SCHOOL to seek verification of any or all documents and claims attending the application process. Likewise, the RESIDENT/FELLOW grants the SCHOOL access to all information related to determining eligibility for specialty board examinations. He/she acknowledges that any false or misleading statements presented verbally or in the application or board eligibility-related materials or in other supporting documents, are sufficient cause for termination of this AGREEMENT.

17. This AGREEMENT may also be terminated by the SCHOOL if the RESIDENT/FELLOW (a) does not obtain and keep current an Illinois Medical
License or (b) (if not a U.S. citizen) does not obtain and keep current appropriate visa or resident alien status, enabling him/her to work in the United States, or (c) (if a Psychiatry resident) does not pass Step 3 of the United States Medical Licensing Examination (USMLE) within the time frame established by the Psychiatry residency program, or (d) becomes incapacitated or otherwise cannot or will not perform satisfactorily the essential functions of a RESIDENT/FELLOW.

18. This agreement will not take effect until and unless signed by all of the designated signatories, or their delegates, within two months of the date of the agreement (indicated in the first sentence). If the agreement is not signed by all signatories, or their delegates, within this interval, the offer of a training position is considered withdrawn. This time restriction may be waived only by the Senior Associate Dean for Clinical Affairs or by the Dean of the Medical School or by their delegates.

SIGNATURES

«FIRSTNAME» «LASTNAME», MD
Resident/Fellow

__________________________  __________________________
«FIRSTNAME» «LASTNAME», MD
Resident/Fellow

Date

Stuart Goldman, MD
Executive Chair, Clinical Sciences

__________________________  __________________________
Stuart Goldman, MD
Executive Chair, Clinical Sciences

Date

James Record, MD, JD, FACP
Dean, Chicago Medical School

__________________________  __________________________
James Record, MD, JD, FACP
Dean, Chicago Medical School

Date