

Guidelines for Instructor Appointments in the Biological Sciences Division

Summary for BSD readers:

BSD track: Because we will appoint strong recruits who can proceed to promotion if not tenure in 6.5 years, the Instructor rank will normally not be proposed.

SOM track: Those who have completed training, but lack a specified credential or achievement (e.g., Board Certification, completion of subspecialty training, competitive for or successful application for an NIH R or K award, among others) may be appointed Instructor and subsequently proposed for promotion to assistant professor SOM.

'Clinical' track: Individuals who demonstrate interest in and potential for a successful academic career in investigation and have completed clinical training or its counterpart may be appointed as Clinical Instructors. Clinical Instructors are not part of the BSD or SOM tracks.

Temporary but terminal appointments: These may be appointed as Instructor when the above criteria are satisfied. If they instead meet the criteria for assistant professor SOM, they should be appointed as such but with a shorter than normal term.

All require educational activity and institutional citizenship. Position control, the job posting, the CLO, the job description, and end-of-appointment process all need to be consistent with the features of each type of appointment.

Expanded Summary and Rationale

Initial professorial appointments in the Biological Sciences Division (§11.1 and 11.2) will be at the rank of assistant professor or higher except as described below. This includes, in the SOM track, individuals who have completed training, credentialing, and/or are competitive for funding and therefore can function as a fully-formed member of the BSD faculty. Terms of SOM assistant professors are up to 4 years. In the past, the rank of Instructor has been used to appoint faculty for < 4 years. This use of Instructor is henceforth disallowed. Departments may propose assistant professor terms of <4 years with a well-formed policy that describes the circumstances for shorter terms and establishes a standard practice. Departmental policies on shortened assistant professor terms are subject to review and approval by the Dean's Office.

BSD Track §11.1 Instructors

Non-terminal appointments will normally not be proposed. Even in exceptions, the appointment case must document that the proposed appointee already has the quality and training to qualify as assistant professor, and the department must promptly recommend the appointee's promotion to assistant professor. No external letters are required for this promotion. BSD will propose the appointee for promotion to associate professor and tenure on the same timetable as if the appointee had begun the appointment as assistant professor. Educational and institutional

citizenship expectations are the same as if the appointee had begun the appointment as assistant professor. Terms will be as described in §11.1.1.

SOM Track §11.2.1.1 Instructors

Appointment as Instructor may be proposed when the successful applicant in a national search to fill a §11.2.1.1 faculty line has completed general clinical training, and is highly likely to obtain a specific credential, accomplishment, or assurance necessary for appointment as §11.2 assistant professor, but has not yet done so¹. Valid circumstances might include (a) obtaining a credential (e.g., Board certification), (b) completing subspecialty training, (c) successful competition for significant funding such as NIH R or K awards, among others. The accomplishment(s) whose completion is necessary for promotion to assistant professor will be stated in the position posting and the Conditional Letter of Offer. Unless the appointee achieves the specified goal(s) in due course and a departmental proposal for promotion to assistant professor is approved, the appointment ends. The initial and ordinary total term is for 2 years, with the possibility of renewal for up to two 1-year terms if proposed by the department with compelling justification. Job posting and search will be preceded by position control² and comply with University policies and expectations³.

'Clinical' track §11.2.1.2 Clinical Instructors

Individuals who demonstrate interest in and potential for a successful academic career in investigation and have completed clinical training or its counterpart may be appointed as Clinical Instructors. UCMC Clinical Fellows in a GME-approved program are eligible for the title of Clinical Instructor subject to the conditions in the Appendix. Otherwise, job posting and search will comply with University policies and expectations.² Appointment proposals must describe the clinical, educational, and institutional citizenship expectations, mentorship and career development, and research support that will allow the goal to be accomplished. The initial term is for 2 years, which is ordinarily sufficient to yield a dossier competitive for an assistant professorship. Renewals are

¹ Note that the position posting must specify "Instructor" or "Instructor or higher ranks", etc., for a §11.2.1.1 Instructor appointment to be proposed.

² As SOM track Instructors are eligible to become assistant (and hopefully associate and then full) professors through promotion, approval to post the position needs to be preceded by a thoughtful Divisional consideration of the likely contribution of the position (irrespective of the applicant pool) to achieving Divisional goals in education, patient care, and scholarship.

³ These include:

- (a) Evidence of outreach to the national pool of individuals eligible to apply for the position, and the institutions that train or employ them.
- (b) Explanation of the outlet in which the external posting appears; i.e., it is actively consulted by those seeking a position and does not solely create a record of the posting.
- (c) Explanation of the size of the applicant pool
- (d) Applicants must have arranged for letters to be provided, and these letters must be received for the application to be complete and before any winnowing of the applicant pool.
- (e) The search narrative must include a rigorous comparison of applicants (or of those on the short list, if there is one)

allowable by statute, and 1-year terms will be considered if proposed by the department with compelling justification. Unless the appointee achieves the specified goal(s) in due course and a departmental proposal for another term is approved, the appointment ends. Appointment ordinarily allows up to 20% effort in billable patient care; exceptions are allowable only when research activity requires such and require advance approval. Appointments are PI-eligible. Clinical Instructors are welcome to participate in 'the life of their department' as governed by departmental policy. Appointments under §11.2.1.2 are not part of the BSD or SOM faculty tracks. Clinical Instructors are welcome to apply for vacant assistant professorships at UChicago in the BSD or SOM faculty tracks and are encouraged to do so (and to apply elsewhere).

A note on NIH K / Career Development awards: Applicants must have secured a faculty appointment by the time the award is made, and can apply if the appointment is pending at the time the application is submitted. NIH does not define "faculty", however, and various institutions handle the issue in various ways; for example:

Stanford University defines Instructor as not part of the professoriate or academic staff:

http://med.stanford.edu/academicaffairs/handbook/chapt5.html#_Toc280260215

In order to acknowledge individuals who demonstrate interest in and potential for a successful academic career in investigation, teaching, and clinical care (as applicable), and to aid in the transition from training to a path that may lead to a faculty career in academic medicine, the academic title and classification of Instructor has been established.

Individuals holding this title have completed their doctoral degree but are not yet ready for candidacy for Assistant Professor positions. An appointment of an Instructor, for example, would be appropriate for an individual who would qualify for a Clinician Educator appointment, but who in addition has an interest in conducting research and/or engaging in scholarly activities.

Instructors may have full charge and responsibility for a departmental course, apply for mentored grants and for an initial independent grant (e.g. an NIH R01), and engage in research, clinical teaching, other scholarly activities, and/or patient care, depending upon their level of expertise and credentials and the details of their appointment.

There is no expectation of a Stanford professorial appointment following an Instructor appointment. Harvard subdivides its Faculty of Medicine into full-time [i.e., voting members] and "other" [which includes Instructor (full-time)]. Instructor is eligible for annual reappointments indefinitely.

There seems to be no contrary requirement at NIH other than that eligibility requires completion of clinical training; i.e., that the appointment not be a clinical training position. The University Statutes do not prohibit the progression of Clinical Instructors through the clinical professorial ranks. Thus, appointment as Clinical Instructor is believed fully to comply with the expectations of the NIH.

Appendix

UCMC Clinical Fellows with the University title of Clinical Instructor

UCMC Clinical Fellows are eligible for the title of Clinical Instructor if the following conditions are met:

- They have completed clinical training at the UCMC in an ACGME-accredited fellowship program or an unaccredited fellowship program sponsored by the UCMC Graduate Medical Education Committee (GMEC)
- This fellowship is to be extended as part of an unaccredited fellowship program sponsored by the GMEC
- They meet UCMC requirements for appointment to the medical staff and meet GMEC eligibility requirements for participation in a GMEC sponsored program
- The title is recommended by the vote of the faculty of a BSD Department and its chair, which assume responsibility for:
 - Assuring compliance with the foregoing conditions, and bearing all costs of this assurance
 - Successfully proposing a single departmental unaccredited fellowship program for all its Clinical Instructors to the GMEC
 - Supervising the Clinical Instructor, and immediately reporting to both the Office of the Provost and the GMEC any action or inaction requiring disciplinary action, warning, intervention, or suspension.
 - Providing compensation and other support for the Clinical Instructor from its operating budget and/or grant funds (in addition to those obtained by the Clinical Instructor).
- The departmental recommendation is endorsed by the Dean and approved by the Provost.
- A valid "UNIVERSITY OF CHICAGO AGREEMENT FOR CLINICAL INSTRUCTOR" and "University of Chicago Medical Center Office of Graduate Medical Education RESIDENT/FELLOW CONTRACT" are in force.
- 100% of professional effort must be devoted to the UCMC and/or University of Chicago; a) employment in another medical organization or medical practice other than that conducted through the University of Chicago Practice Plan, and/or b) professional effort for any other institution or organization, business, or outside interest are not permitted.

Note that those ineligible for medical licensure in the State of Illinois, not completing a fellowship in UCMC, and/or not having completed clinical training are ineligible to become a UCMC Clinical Fellow with the University title of Clinical Instructor. They may, however, apply for an advertised position of Clinical Instructor, which does not involve simultaneous employment as a UCMC Fellow.

UNIVERSITY OF CHICAGO AGREEMENT FOR CLINICAL INSTRUCTOR

The University of Chicago (the "University") and _____ ("You") agree to associate so that You may gain access to certain University facilities and resources so You can engage in scholarship or research under the auspices of the [unit] _____ during the time that a Resident/Fellow Contract is in force between You and The University of Chicago Medical Center ("UCMC"). You and the University agree that your association is intended to enable You to develop as a physician scientist and the experience You will acquire will further the University's mission to train physician-scientists for positions in academic medicine. Accordingly, you and the University agree as follows:

- 1) Your association with the University is coterminous with your employment by The University of Chicago Medical Center as a Resident/Fellow. Your association with the University will begin on or about _____ and conclude on or before _____ unless (i) the association is sooner terminated by either party; (ii) your Contract with UCMC as a Resident/Fellow ends without renewal; or (iii) You are suspended under the terms of your Contract.
- 2) Your association does not create an employment relationship between You and the University. Accordingly, You will not be entitled to any salary or benefits available to employees of the University.
- 3) You will not be entitled to reimbursement from the University for any expenses you incur as a result of your association with the University.
- 4) While your association with the University continues, you must comply with the University's Statutes and policies applicable to its faculty and staff, even though you are not an employee of the University, and You will follow the directions and guidance of the Supervisor in your unit and authorized University personnel. Links to most University policies are available at <http://adminet.uchicago.edu/adminpols/pols-index.shtml>.
- 5) While at the University, You may acquire information, data, procedures and techniques that are confidential, proprietary information of the University or of third parties to whom the University has obligations of confidentiality. You agree not to disclose such information to others and not to use such information except to the extent necessary in the course of your association with the University and solely for the University's benefit. The agreement not to disclose does not apply to information that is published, already known to You, or received by You from other non-infringing sources.
- 6) You hereby assign to the University all of your rights, title and interest in and to any inventions and discoveries that may arise from research or other activities You carry out at the University, or with substantial aid of University facilities or funds administered by it. You will cooperate by promptly disclosing to the University such inventions and discoveries and signing such papers and providing such information as are needed to perfect the University's rights.
- 7) While at the University, you may have access to digital publications, data, information, software and the like that have been licensed to the University. You may use these materials only while at University and solely to the extent necessary in connection with your association with the University. You may not retain copies of any such materials after the expiration of your association.
- 8) This agreement supersedes any previous association or appointment You may have had at the University with respect to the subject matter of this agreement.
- 9) You may not supervise or direct the work of anyone employed by the University.
- 10) The University may terminate this Agreement and Your access to the University's facilities at any time and in its sole discretion, with or without prior notice, and without any liability to You.

- 11) You agree to indemnify and hold harmless the University against any claims, losses or associated expenses arising out of your association with or presence at the University, except to the extent caused by the University's sole negligence.
- 12) Your title will be "Clinical Instructor." Your title does not confer upon You status as an employee of the University or any benefits other than those set forth in this agreement.
- 13) You have not been offered any promise or conditional promise of employment at the University.

Supervisor: _____
Signature Date

Chair: _____
Signature Date

Dean: _____
Signature Date

(Note: A current CV and a perfected copy of the Contract must be included when this form is sent to the Provost's office. This Agreement is not valid and may not go into effect until after it has been approved in the Provost's office.)

Provost: _____
Signature Date

By Your signature, You indicate that You have read and accept the terms of this agreement:

Signature Date

Additional information for Clinical Instructors who are UCMC Fellows

Content of this page is presented for information purposes only, is not intended to create any contract or agreement, and is subject to addition, deletion, and change without prior notice. For definitive information regarding processes, procedures, and policies, contact the BSD Office of Academic Affairs, 773 702-6504.

Legally the University of Chicago Medical Center (UCMC) and the University of Chicago are separate entities. The attached agreement envisions that you are an employee of UCMC. When the attached agreement is properly executed, the academic title of Clinical Instructor is from the University of Chicago. Some important implications of this arrangement are:

- All matters having to do with employment, such as compensation and benefits, involve UCMC and not the University of Chicago. Please read your UCMC contract carefully; it describes the associated provisions. Please refer any employment-related queries or issues to UCMC.
- The Clinical Instructor title requires that you are an employee of UCMC as a Resident/Fellow. If your employment with UCMC as a Resident/Fellow ceases, the title ceases.
- The Clinical Instructor title obligates you also to comply with policies of the University of Chicago. As you perform your duties as Clinical Instructor, you will interact with various offices, facilities, and programs of the University of Chicago.
- As stated, you may not supervise or direct the work of anyone employed by the University. When it becomes necessary to interact with an employee of the University in a way requiring supervision or direction, you should discuss this with your faculty supervisor/mentor, who must provide the supervision or direction or arrange for a University employee to provide it.
- As stated, you have not been offered any promise or conditional promise of employment at the University of Chicago. You may apply for any open position at the University of Chicago, however.

University of Chicago Medical Center
Office of Graduate Medical Education
J-141 773-702-6760



Resident/Fellow Contract Request
Cover Sheet
Academic Year 2012-2013

(Print or Type)

Resident/Fellow Name: _____ **PGY** _____

Department: _____

Program Specific Name: _____

Program Director Name: _____

Is the Program ACGME accredited? Yes No

Is this a non-accredited Research Year? Yes No

(J-1 visa holders are specifically excluded from participating in research beyond the accredited program requirements)

Program Contact: _____ **Phone:** _____

M/C _____ **Fax** _____

This form is to accompany the Contract when it is returned to the GME Office



**2012-2013
RESIDENT/FELLOW CONTRACT**

Department:

Program:

_____ **Resident** _____ **Fellow**

This contract is entered into as of _____, 20____ between THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not-for-profit corporation ("UCMC"), and _____ ("Resident/Fellow").

(Name)

UCMC wishes to appoint the Resident/Fellow as a PGY_____ in the Department of _____ and the Resident/Fellow wishes to accept such appointment. Therefore the parties hereto agree as follows:

1. Term of Agreement. Unless earlier terminated in accordance with this Agreement, the term of the Resident/Fellow appointment commences on, _____ 20____, ("Commencement Date") and terminates on _____, 20____ (the "Appointment Period").
2. Pre Commencement Health Screening. It is a precondition to commencement of this contract that all Residents/Fellows who have not previously done so undergo a health screening examination provided by UCMC or designee on or prior to the Commencement Date specified in Section I of this contract. This examination is furnished without charge and the Resident/Fellow appointment will not commence until he or she successfully completes the physical examination including all required follow-up tests.
3. Compensation of Resident/Fellow. The total stipend of the Resident/Fellow for the term of this Agreement shall be \$_____, to be paid in arrears in monthly installments on the last regular working day of each month starting in July. The stipend may be reduced prorata for any periods during the Appointment Period where the Resident/Fellow is unable or unwilling to perform services pursuant to this Agreement or due to Resident/Fellow failure to comply with the terms of this Agreement, including a failure to complete the health screening requirements, maintain licensure, adhere to compliance policies, or complete medical records. The stipend may be reduced by any applicable withholding requirements, including FICA and any applicable federal or state withholding taxes.
4. Additional Benefits. In addition to the specified stipend, UCMC agrees to provide to the Resident/Fellow for the term of this Agreement, the following benefits:
 - a. Health Insurance - Every resident is required to carry health insurance, either by selecting a plan offered by the Medical Center, or by certifying in writing that they are covered under

another plan. If you do not complete the certification that you are covered by a health insurance plan outside of UCMC, and/or do not select a health insurance plan you will be enrolled into the University of Chicago Health Plan (UHP). Premiums associated with this coverage may be deducted from your pay.

- b. Life insurance - Coverage in the amount of \$20,000 is provided at no cost to the resident/fellow. Other coverage options are available at extra cost and require that the resident/fellow enroll within 30 days of the commencement date.
- c. Other insurance - The resident/fellow may acquire dental insurance. Premiums associated with this coverage may be deducted from your pay. Coverage under a vision service plan and personal accident insurance of the type and at the charges and under the terms and conditions customarily offered to UCMC staff are available.
- d. Long-term disability insurance is provided for you. Coverage begins on the first day of the month after three months of employment. Pre-existing conditions have coverage limitations.
- e. Professional liability coverage 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 Medical-Legal Affairs.
- f. Paid vacation leave of four weeks, to be scheduled by mutual agreement between the Resident/Fellow and the Program Director, and five days of sick leave to be used only for personal illness.
- g. Personal Leave of Absence is described in the GME Policy titled "Leave of Absence" on the UCMC GME website. In order to meet ACGME program requirements, a resident/fellow may be required to extend the training period for any dates of absence in excess of allowable vacation time. Extensions of training beyond the dates of this Contract require specific approval of the program director. In addition, an Amendment to this Contract, or a new Resident/Fellow Contract will be required.
- h. Up to four weeks paid short-term medical leave (including pregnancy) may be available to the resident/fellow and requires prior written approval by the program director. Short-term medical leave runs concurrent with eligible FMLA.
- i. Eligible residents/fellows may receive approval up to a maximum 12 weeks leave under the Family Medical Leave Act FMLA is inclusive of short-term disability and any other paid (vacation/sick) or unpaid leave.
- j. Residents/Fellows with disabilities may request and receive accommodation for disabilities pursuant to UCMC policy "Equal Employment Opportunity for Individuals with Disabilities". UCMC will provide a reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless doing so would impose an undue hardship on UCMC.
- k. Access to appropriate and confidential counseling, medical and psychological support services are available through the confidential Employee Assistance Program (EAP), the Physician's Assistance Committee (PAC), and other programs recommended by the EAP and the PAC. The PAC has the responsibility to receive, verify and evaluate reports related to the health, well-being and impairment of

physicians, including all members of the Medical Staff, UCMC Residents, Clinical Fellows and medical students on occasion (referred to herein as “practitioners”), and to provide recommendations to Chairs and Program Directors about their practitioners. It is agreed that mandatory referral for evaluation as a condition of performance evaluation may be imposed by the Program Director.

l. Some benefits provided under this Agreement are in lieu of benefits ordinarily provided to UCMC employees.

m. Privileges to use library services.

n. Access to information related to eligibility for specialty Board examinations will be made available to the resident/fellow by the sponsoring program.

5. Duty Hours. UCMC agrees to implement the ACGME Common duty hour standards and any duty hour standards prescribed by the applicable Residence Review Committee. UCMC will monitor program compliance with duty hour standards to meet the goals of promoting patient safety, resident learning and well being.

6. Obligations and Responsibilities of Resident/Fellow. The Resident/Fellow agrees to fulfill the following obligations and responsibilities:

a. To 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.

b. To fulfill the educational and clinical requirements of the graduate medical or dental education and clinical training programs.

c. To continuously comply with the published principles of ethics of the American Medical Association or the American Dental Association.

d. To abide by the rules, policies and procedures contained in the applicable policies, procedures, bylaws, orders, rules and regulations of UCMC and of each affiliated Hospital and the guidelines established by applicable regulatory or accrediting agencies, including without limitation, the ACGME.

e. To comply with all ACGME and UCMC GME policies and requirements applicable to the training program and working environment, including but not limited to duty hour standards, and the respective program’s supervision designations and requirements.

f. To 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 provided for in Section 10 of this Agreement.

g. If the Resident/Fellow is not a United States citizen, to 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.

- h. License to Practice Medicine or Dentistry. The Resident/Fellow is required and is responsible for obtaining and continuously maintaining, at his or her expense, a current and valid Illinois medical or dental temporary or permanent license. The Resident/Fellow will submit all required applications, forms and other documents as directed by the Office of Graduate Medical Education, and will follow in a timely fashion all requirements of the Graduate Medical Education Office pertaining to licensure. 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.
- i. To notify the Program Director and the Office of Graduate Medical Education in writing immediately if the Resident/Fellow(s) medical license is revoked, suspended or otherwise restricted or if an application for a temporary or permanent license is denied. Any such revocation, suspension, restriction or denial shall serve automatically to terminate this Agreement.
- j. To 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 ineligibility exclusion or suspension shall serve automatically to terminate this Agreement.
- k. To 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 provided for in Section 10 of this Agreement.
- l. During your appointment, your professional liability coverage may be provided by either the affiliated hospital at which the Program is based or by the UCMC Self-Insurance Trust. You agree to immediately notify the Office of Medical-Legal Affairs of any lawsuit or other claim resulting from patient services initiated against the Resident/Fellow and to cooperate with UCMC or the affiliated hospital in the defense of any professional malpractice or other action for which coverage is provided to the Resident/Fellow under this Agreement or involving a case about which the Resident/Fellow has knowledge. The provisions of this paragraph shall survive the termination or expiration of this Agreement. Failure to comply with the terms of this section may result in loss of liability coverage.
- m. At all times during your appointment and after its termination you will promptly report all adverse patient incidents about which the Resident/Fellow has personal knowledge to the Office of Medical-Legal Affairs and/or to the risk management office of the affiliated hospital. For purposes of this section an incident shall mean any occurrence or circumstance which could reasonably be expected to result in any assertion of a right to, or a suit or other proceeding seeking, compensation or damages. Incident includes, but is not limited to, any

unanticipated death, paralysis, paraplegia, quadriplegia, spinal cord injury, nerve injury or neurological deficit, brain damage, total or partial loss of limb or loss of the use of a limb, loss or impairment of a sensory organ or reproductive organ, and substantial disability or disfigurement. Failure to report an incident may result in loss of liability coverage under the self-insurance trust. You will also cooperate and participate in risk management activities of UCMC and affiliated hospitals.

- n. To refrain from accepting any fees from any patient or other responsible party for services rendered pursuant to the Program. For purposes of this Agreement, the term "Program" shall mean the educational and clinical activities assigned to the Resident/Fellow pursuant to this Agreement.
- o. To continuously comply with all applicable laws, regulations and governmental guidelines, including but not limited to the OSHA standards for the prevention of transmission of blood borne pathogens.

Hospital and Participating Site Affiliations

You acknowledge that UCMC has contractual obligations to the affiliated hospitals. The Program is under the direct administration of UCMC and the educational standards for performance in the Program shall be established and administered by UCMC. Notwithstanding the foregoing, at all times, all clinical care rendered by you will be under the direction and supervision of each patient's attending clinical faculty member, who is a member of the affiliated hospital medical staff.

7. Prohibition of 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 as set forth in the above publications.

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 residency program.

8. Off Duty Activities (including Moonlighting). A resident designated as an Intern or PGY1 may not engage in any off duty activities. 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 experience. Time spent in moonlighting 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.

9. Termination of Agreement.

- a. Failure to comply with any of the terms of this Agreement, including, without limitation, (i) failure to fulfill the applicable educational and clinical requirements of the graduate education and clinical training program to the satisfaction of the Program Director, (ii) 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 (iii) failure to carry out satisfactorily his or her professional responsibilities, 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.
- b. 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 Section 4 of this Agreement, or (2) the Resident/Fellow(s) inability to fulfill the Agreement due to total incapacity or extreme hardship.
- c. This Agreement shall terminate automatically in the event that:
 - i. Resident/Fellow(s) license to practice medicine is terminated or suspended; or
 - ii. Resident/Fellow is, or becomes, ineligible to participate in the Medicare, Medicaid or other governmental payment programs; or
 - iii. 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.
- d. 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.

10. Resident/Fellow Grievance Procedure.

- a. A list of those matters which are grievable by Residents and Fellows and the procedures for implementing and pursuing the grievance procedure are contained in the GMEC policy titled "Grievance Procedure" available on the UCMC GME website.
- b. 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.

11. Patents and Software. Residents/Fellows shall be subject to the Statutes of The University of Chicago which governs patents and software and any policy issued there under by UCMC or the University of Chicago which applies to Residents/Fellows or, in the absence of a policy specifically applicable to Residents/Fellows, any policy which is applicable to UCMC or University of Chicago employees. In interpreting this Statute with respect to Residents/Fellows, the word "University" shall be deemed to include UCMC.

12. 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 not later than 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 contract, 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 contract. If the Program cannot determine at least 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.

13. Renewal of Agreement. The Resident/Fellow understands and acknowledges that this Agreement expires no later than the date set forth in Section 1 and that UCMC makes no commitment to renew this Agreement. Reappointment is at the discretion of UCMC and is contingent upon several factors, including but not limited to, the following:
 - a. Satisfactory completion of all training components;
 - b. the availability of a position;
 - c. satisfactory performance evaluations;
 - d. full compliance with the terms of this Agreement;
 - e. continuation by ACGME of institutional and program accreditation;
 - f. UCMC financial ability.

Each Resident/Fellow whose Appointment Period as stated in Section 1 is for one year, and whose contract is to be renewed for another one year period will receive a renewal contract no later than 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 contract shall accept such offer in writing by signing and returning the contract within 3 weeks of the date on which the Agreement was sent to the Resident/Fellow.

14. Hospital or Program Closure or Program Reduction. In the event a UCMC sponsored Program in which the Resident/Fellow is enrolled is closed or discontinued, or there is a proposed reduction in the size of the residency program, UCMC shall provide the Resident/Fellow with notification of the projected closing date as soon as possible after the decision to close is made. In the event of such a reduction or closure, residents already in the program will be allowed to complete their education, or UCMC shall provide the Resident/Fellow with assistance in obtaining appointment to another ACGME residency program.
15. Access to Records. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), the Resident/Fellow agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services of the United States or of the United States Comptroller General or any of their authorized agents, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.
16. Acceptance. This Agreement shall not be effective and shall not bind either party until it is submitted to UCMC and accepted by UCMC by signature below. UCMC reserves the right to refuse to accept any Agreement which is not submitted to UCMC within three weeks of the date on which the Agreement was sent to the Resident/Fellow.
17. Survival of Terms. All outstanding obligations of the parties shall survive termination or expiration of this Agreement for any reason.
18. Waiver. Any waiver by UCMC of the strict compliance with any term or provision of this

Agreement shall not constitute a waiver of any other term or provision of this Agreement, or of any subsequent breach or failure to comply with such term or provision.

19. Controlling Law. 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.

RESIDENT/FELLOW: _____ Date: _____

PROGRAM DIRECTOR: _____ Date: _____

EXECUTIVE ADMINISTRATOR: _____ Date: _____

THE UNIVERSITY OF CHICAGO MEDICAL CENTER

Barry Kamin
Executive Director for Graduate Medical Education

Date: _____

Approved GMEC 2-14-12