

**Marianjoy Rehabilitation Hospital
Physical Medicine and Rehabilitation Residency Program**

SAMPLE RESIDENT PHYSICIAN AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the last date set forth below by and between Marianjoy Rehabilitation Hospital & Clinics, Inc., an Illinois not-for-profit corporation ("Hospital") whose sole corporate member is Marianjoy, Inc. ("Marianjoy") and XXXXXXXXXX ("**Resident**").

RECITALS

WHEREAS, Hospital provides sponsorship of its Physical Medicine and Rehabilitation ("PM&R") graduate medical education program in Wheaton, Illinois. Hospital maintains the residency program to meet the standards of the Accreditation Council for Graduate Medical Education ("ACGME").

WHEREAS, in accordance with the terms and conditions set forth in this Agreement, Hospital wishes to appoint Resident to its PM&R graduate medical education residency training program (the "Residency Program") to provide Resident with graduate medical education experience, and Resident wishes to accept such appointment;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. TERMS OF APPOINTMENT

Licensure and Other Prerequisites. Prior to the Commencement Date, as defined below, Resident is solely and exclusively responsible for acquiring and maintaining requisite medical licensure from the Illinois Department of Financial and Professional Regulation.

Resident shall also be exclusively responsible for obtaining and providing evidence, sufficient to Hospital, of Resident's possession of the following prior to the beginning of the term of this Agreement: (i) a valid State of Illinois permanent or temporary medical license, as required by law; (ii) documentation of Resident's right to work consistent with Resident's undertaking under this Agreement including, if the Resident is not a United States citizen, proof that Resident has been admitted to the United States as a refugee, granted asylum by the United States or issued a visa as a permanent resident of the United States.

Resident shall be solely responsible for the expense of obtaining these items. Throughout the Term of this Agreement, Resident shall be responsible for maintaining, without restriction, items (i) through (ii) above.

Resident must satisfy the requirements under Hospital's pre-employment screening policies including mandatory criminal background check (passing), mandatory drug testing (negative), and providing evidence of compliance with all immunizations and PPD requirements.

2. APPOINTMENT AND TERM

The term of this Agreement shall commence on July 1, 20XX and expire on June 30, 20XX unless terminated prior to contract end date.

Length of Appointment, Reappointment and Termination: Resident understands the Residency Program is multi-year in duration; this Agreement is for one (1) year only. This initial appointment is for a one-year period at the Post-Graduate Year (PGY) [number] level of training commencing July 1, 20XX and ending on July 1, 20XX.

Reappointment, advancement and completion of the year is contingent upon Resident's continued academic good standing and satisfactory performance of assigned rotations and duties as determined by evaluations from the Residency Program Director and teaching faculty. Advancement (reappointment) is from year to year, depending upon the satisfactory completion of the previous year.

Non-Renewal or Non-Promotion: Hospital shall reasonably attempt to provide Resident with written notice of intent of non-renewal or non-promotion at least four (4) months prior to the end of the term of this Agreement. Resident may implement grievance procedures as addressed in this Agreement after receiving a written notice of intent of non-renewal or non-promotion.

3. **TERMINATION:** This Agreement may be terminated before the expiration of its term, as provided herein:

Termination By Hospital and Residency Program: Hospital may terminate this Agreement and the appointment of the Resident immediately upon occurrence of any of the following events:

- a) Felony Conviction of Resident.
- b) A breach by Resident of any provision of this Agreement that is not resolved within thirty (30) days after written notice thereof is given by Hospital to Resident.

Termination by Resident: Resident may terminate this Agreement upon material breach of this Agreement by Hospital that is not resolved within sixty (60) days after written notice thereof is given by Resident to Hospital.

Termination By Mutual Agreement: This Agreement may be terminated within sixty (60) days written notice upon the mutual agreement of Resident and Hospital. Such termination must be agreed to and documented by a signature by both Resident Physician and Hospital.

Termination of Financial Support and Benefits: As of the effective date of the termination of this Agreement for any reason, Resident Physician shall have no right to further compensation or benefits from Hospital.

4. **GRIEVANCE PROCEDURES AND DUE PROCESS:** The Residency Program maintains a Grievance Procedure Policy. A resident physician may request the resolution of a concern or dispute regarding his/her clinical and educational performance, conduct and eligibility to continue in the residency program through the Grievance Procedure. A copy of this procedure shall be provided to and explained to resident during orientation. Additionally a resident may request a copy of the procedure from the Residency Program at any time. It is expressly understood by Resident that the availability of these Grievance Procedures will in no way prevent the immediate termination of this Agreement should any events occur requiring such action as described herein.

5. **FINANCIAL SUPPORT AND BENEFITS**

Compensation: As compensation for the services that Resident provides to Hospital under this Agreement, the total financial support of the Resident for the term of this Agreement shall be **\$47,150 (PGY2), \$49,200 (PGY3), \$51,250 (PGY4)** on an annualized Academic Year basis, payable in arrears in bi-weekly installments and otherwise in accordance with Hospital's payroll policy for Residents. Hospital shall deduct from all compensation payments all state and federal taxes, social security taxes and such other similar payroll deductions as the laws now or hereafter in force shall require.

Fringe Benefits (Health, Disability and Other Insurance): During the term of this Agreement, Resident shall be eligible to participate in the Hospital's health insurance plan, at no cost to Resident and resident's family (on the first of the month following one full month of employment)

and in a manner consistent with Hospital's provision of the same benefit to its other associates and the insurance plan

Residents are eligible for short term and long term disability insurance at no cost to the resident on the first of the month following 6 full months of employment

Residents are eligible for life insurance at no cost to the resident in the amount of 1x their yearly salary on the first of the month following 1 full month of employment.

In addition, Resident shall also be eligible to elect to participate in the following voluntary benefits at their own cost and in a manner consistent with Hospital's provision of the same benefit to its other associates and the applicable benefit plans: dental coverage, flexible spending accounts, vision coverage, supplemental life insurance, pre-paid legal coverage, i.e., estate planning documents, financial matters, family law.

Professional Liability Insurance: Hospital will provide residents with professional liability coverage and with a summary of pertinent information regarding this coverage. Liability coverage will include legal defense and protection against awards from claims reported or filed after the completion of the program(s) if the alleged acts or omissions of the residents are within the scope of the program(s).

Hospital will provide insurance or other indemnity for liability of the Resident and the Hospital while acting in the performance of his/her duties or in the course and scope of his/her assignment. Insurance or other liability coverage will be provided the Resident on rotations outside an Affiliated Hospital provided such rotation have been duly approved in writing. It is understood that a Resident who participates in a rotation outside of the bounds of the Hospital and the Affiliated Hospitals is not covered by liability insurance or other indemnity. The term "Affiliated Hospitals," as used herein, refers to a hospital providing medical services to members of the public in the course of an approved medical or other professional health care clinical training program, and which has an affiliation agreement with the Hospital to provide that training. The term "Hospital" as used herein, refers to the specific affiliated hospital where the Resident is on rotation at a given time. Each hospital is a separate entity, and cannot bind any of the others through its actions.

Paid Time Off – Leave of Absence: On a non-accrual basis Resident Physicians are eligible for 20 days of paid time off per academic year to be used for vacation (15 days) or illness (5 days). Each PGY4 Resident Physician is entitled to 5 business days per academic year for professional/educational leave and 5 administrative days for interviewing purposes.

In accordance with the Family and Medical Leave Act (FMLA) resident physicians who have worked at least 1,250 hours during the preceding 12 months are eligible for up to 12 weeks of unpaid FMLA leave during a rolling 12-month period.

The requirements of the American Board of Physical Medicine and Rehabilitation (ABPMR) preclude residents from taking more than six weeks off (equivalent to 30 working days) per academic year without delaying the resident's advancement in the Residency Program and requiring the resident to satisfy the criteria for completion of residency program. Any approved leave time beyond six weeks (30 working days) would need to be made up by arrangement with the Residency Program Director.

Resident may not carry over unused paid time off from one academic year to the next year and Hospital will not pay Resident for unused paid time off upon separation of employment or at the end of Resident's term or Agreement.

Scheduling of time off shall not interfere with Resident's educational process and shall comply with Residency Program policies stipulated in the Residency Program Policy Manual which shall be provided to and explained to resident during orientation.

Professional Leave and Financial Support: Each PGY4 Resident is entitled to 5 education days for professional leave to attend the American Academy of Physical Medicine and Rehabilitation (“AAPM&R”) or Association of Academic Physiatrists (“AAP”) annual meeting per Academic Year, without interruption of financial support or benefits, and shall also be entitled to be reimbursed by Hospital for related expenses (registration, airfare, lodging, ground transportation) up to One Thousand Dollars (\$1000.00) per Academic Year.

Additional funding for related expenses (registration, airfare, lodging, ground transportation) shall be available to residents who are first authors presenting a poster accepted at either the AAPM&R or AAP national conferences, pending approval of Residency Program Director.

In addition, each PGY4 Resident will be entitled to attend one annual PM&R Board Review Course and shall also be entitled to be reimbursed by Hospital for related expenses including: registration, airfare, lodging, ground transportation up to One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per Academic Year.

All professional / educational leave requests will comply with Residency Program policies stipulated in the Residency Program Policy Manual.

Book Stipend: Each PGY2 Resident shall be provided with a series of PM&R core text books at the beginning of the academic year.

Each PGY3 and PGY4 Resident shall be reimbursed by Hospital for up One Hundred Seventy Five Dollars (\$175.00) per Academic Year for academic books related to the PM&R Residency Program.

Notwithstanding the above, if Resident terminates this Agreement, for any reason, at any time during the term of this Agreement, Resident shall be responsible for immediately refunding to Hospital all books and/or book stipend amounts received from Hospital for the academic year.

Counseling Services: In accordance with the Hospital’s policies, Resident shall have access to Hospital’s **Employee Assistance Program (“EAP”)** counseling, medical and psychological support services available to its employees through its EAP.

Physician Impairment: Hospital’s policy on physician impairment shall be provided to and explained to resident during orientation and will be available in the Residency Program Policy Manual. Hospital will provide an educational program for Residents regarding physician impairment, including substance abuse and sleep deprivation.

Sexual Harassment: Residents who believe they have been subjected to harassment or discrimination have a duty to promptly report the conduct to the Residency Program Director or Human Resources Director. All claims of harassment will be treated seriously and will be investigated in a timely and thorough manner. The Anti-Harassment and Non-Discrimination Policy is provided to each Resident during orientation and this policy is available on the Hospital’s intranet site.

6. **MAINTENANCE OF THE RESIDENCY PROGRAM**

Program Director: Hospital shall assign a Residency Program Director who shall be dedicated to maintaining open communication among residents, Hospital administration, and attending medical staff and teaching faculty.

Residency Closure/Reduction: Hospital will inform its Residents of adverse accreditation actions taken against it by the ACGME within a reasonable period after the action is taken. Should Hospital begin the process of reducing the size of the Residency Program or closing the Residency Program for accreditation reasons or for other reasons, Resident will be informed at as

early a date as possible. In the event of such a reduction or closure, Hospital will allow Resident, if in good standing, and already in training, to complete Resident's education or be assisted in enrolling in an ACGME accredited program in which Resident can continue his or her education.

Training and Credentials Verification: Hospital will provide Resident with a training program that meets the standards established through the ACGME. Hospital further agrees to verify Resident's clinical competency according to the criteria established by the ACGME and Hospital and to issue a certificate of training upon satisfactory completion of Resident's graduate training program, subject to Resident's acceptable performance of obligations under this Agreement.

Restrictive Covenants: Neither Hospital nor its affiliated hospitals will require Resident to sign a non-competition guarantee.

Accommodation for Disabilities: Hospital's policy on accommodations for residents with disabilities is consistent with the Hospital's provision of the same benefit to its other associates.

6. **EVALUATION**

By Resident: Resident agrees to participate in electronic evaluation of rotations, faculty, and the quality of education provided by the residency program by completing on-line anonymous evaluations after each rotation as required.

By Teaching Faculty: After each rotation, teaching faculty will provide evaluation of Resident's performance including evaluation of Resident's knowledge, skills and attitudes related to Patient Care, Medical Knowledge, Practice-Based Learning and Improvement, Interpersonal and Communication Skills, Professionalism, and Systems-Based Practice. The result of such evaluation shall be communicated to Resident. Electronic evaluations will be sent to the Residency Program Director and placed in Resident's file.

A confidential record of the Resident's evaluation shall be maintained by the Residency Program Director in accordance with ACGME standards and will be available for the Resident's review during normal business hours.

The Residency Program Director will also provide ongoing and regular communication and discussion with Resident Physicians regarding performance.

7. **RESIDENT EDUCATION & WORK ENVIRONMENT**

Hospital shall provide the following educational and work environment:

An educational and work environment in which residents may raise and resolve issues without fear of intimidation or retaliation including

- a) An organization or other forum for residents to communicate and exchange information on their educational and work environment, their program, and other resident issues.
- b) A process by which individual residents can address concerns in a confidential and protected manner.

Hospital will provide services and develop health care delivery systems to minimize residents' work that is extraneous to their residency training educational goals and objectives. These services and systems will include:

- a) Patient support services: Peripheral intravenous access placement, phlebotomy, and laboratory and transporter services will be provided in a manner appropriate to and consistent with educational objectives and quality patient care.
- b) Laboratory/pathology/radiology services: Laboratory, pathology, and radiology services will be in place to support timely and quality patient care.
- c) Medical records: A medical records system that documents the course of each patient's illness and care will be available at all times and will be adequate to support quality patient care, residents' education, quality assurance activities, and provide a resource for scholarly activity.

The Hospital shall ensure a healthy and safe work environment providing for:

- a) Food services: access to appropriate food services 24 hours a day while on duty in all institutions.
- b) Call rooms: Residents on call will be provided with adequate and appropriate sleeping quarters that are safe, quiet, and private.
- c) Security/safety: Appropriate security and personal safety measures will be provided to residents at all locations including but not limited to: parking facilities, on-call quarters, hospital and institutional grounds, and related facilities.
- d) Uniforms and Laundry – Hospital will provide Resident two sets of uniforms upon appointment in their PGY2 year as follows: 2 sets of scrubs and 2 long white coats. Ownership remains with the Hospital. Laundry services are available to Residents under this Agreement.

8. RESIDENT'S DUTIES AND RESPONSIBILITIES

A. Resident's Time Commitment

Full Time: Resident shall devote full time work to the performance of his/her educational and service responsibilities. Full time work is defined as regularly working at least forty (40) hours per week during which time Resident shall be in contact with patients, available on-site to be in contact with patients, completing medical records, or performing other educational or clinical duties determined by the Residency Program Director. Resident's duty hours and on call schedules will conform to the ACGME duty hours standards and policies set forth in the Residency Program Policy Manual. Residents are expected to be rested and alert during duty hours. Residents must not regularly report for duty without sufficient rest.

Duty Hours & Work Environment: Resident agrees to abide by policies concerning resident duty hours and work environment as per institutional and ACGME polices. Residency Program Director will provide appropriate supervision for all Residents as well as a duty hour schedule and a work environment that is consistent with proper patient care, the educational needs of Residents, and applicable ACGME Program Requirements.

Outside Activities including "Moonlighting": Any extra-curricular work activities, which are defined as work outside of residency duties (e.g., "moonlighting" or "outside practice") shall require the written consent of the Residency Program Director. Resident is not permitted to undertake any patient care or other medical services other than through the Residency Program at Hospital without prior written approval by the Residency Program Director of Hospital, which approval shall not be unreasonably withheld. Resident shall not be required to moonlight.

Moonlighting activities will be monitored, and approval granted by the Residency Program Director may be revoked at any time if the Residency Program Director determines that any outside patient care activity is adversely affecting Resident's performance of his or her responsibilities under this Agreement. In the event that approval is given for Resident to engage

in any clinical practice outside of the Residency Program, Hospital accepts no responsibility for such practice and Resident is exclusively responsible for all liabilities arising out of such outside practice.

Resident understands and agrees that he or she shall not engage in such outside practice if such activities interfere with the Resident's ability to achieve the educational requirements of the Residency Program and that such work shall not replace any educational objective or goal of the Residency Program.

Resident acknowledges that while engaging in any outside activities, Resident is not acting as an employee or agent of the Hospital.

An "outside practice" requires that Resident obtain and maintain an unrestricted license to practice medicine in the State of Illinois. Hospital does not carry or accept responsibility for liability insurance for Resident while engaged in outside practice. Resident agrees to obtain professional liability insurance coverage for all outside practice at Resident's own cost.

Resident further agrees that Resident's total work hours both within the scope of this Agreement and for any outside activity shall not exceed the duty hour policy as described in the Policy Manual.

B. Resident Responsibilities & Obligations

Assignment of Fees. In accordance with all applicable laws pertaining to billing for services provided by resident physicians, Resident agrees that, as a condition of employment hereunder, all fees for services rendered by Resident under this Agreement are hereby assigned to Hospital and Resident shall not bill for any such services.

Confidential Information. All records pertaining to patients treated by Resident hereunder, as well as all office, business, financial and appointment records of Hospital are and shall remain the property of Hospital. Resident shall not remove such records from Hospital. Resident shall maintain the confidentiality of all patient care related information during and after the termination of this Agreement in accordance with applicable federal and state law, including the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), as well as the Illinois Mental Health and Development Disabilities Confidentiality Act and the Illinois AIDS Confidentiality Act.

National Board Examination, Certification and Licensure: Residents are required to pass Step 3 of the United States Medical Licensing Examination ("USMLE") or the National Board of Osteopathic Medical Examiner National Osteopathic Board's ("COMLEX") prior to the end of their second year (PGY2) of post-graduate training.

Resident will have current Advanced Cardiac Life Support ("ACLS") certification prior to start date and will maintain current ACLS Certification throughout term of Resident Agreement.

Maintain the proper medical licensure as specified in this Agreement.

Timely Completion of Medical Records: It is a material term of this Agreement and Resident's continued appointment to the Residency Program that all medical records (including those at affiliated institutions where Resident is assigned) are completed in accordance with The Joint Commission standards, Hospital Policies and Procedures, Medical Staff Bylaws, Rules and Regulations, and state and federal laws. Completion of all medical records is required at academic year-end in order for promotion, contract renewal, or program completion.

Resident Participation in Educational and Professional Activities: Residency program will provide educational experiences for residents that lead to measurable achievement of educational outcomes in

the ACGME competencies in accordance with Common and PM&R Program Requirements. During the term of this Agreement, Resident will:

- 1) Perform satisfactorily the academic and clinical responsibilities and duties at the designated level of training in accordance with the established practices, policies and procedures of Hospital and Residency Program and its governing bodies where they exist including other institutions to which the Resident Physician is assigned.
 - 2) Participate fully in the educational and scholarly activities of the program as assigned by the Residency Program Director and teaching faculty. Attend all required educational conferences, and as authorized by the teaching faculty, assume responsibility for teaching and supervising residents and medical students.
 - 3) Participate in safe, effective, and compassionate patient care, commensurate with his/her level of advancement, competence and responsibility under the supervision of teaching faculty and in accordance with the policies and procedures of the Hospital and Marianjoy including mission, vision, and values of Wheaton Franciscan Healthcare. Refrain from engaging in any conduct that jeopardizes the health, safety or welfare of any person, or the safety, reputation or regular functions of the Hospital or any affiliated institutions to which the Resident may be assigned by the Residency Program Director.
 - 4) Develop an understanding of ethical, socio-economic and medical/legal issues that affect graduate medical education and how to apply cost containment measures in the provision of patient care.
 - 5) Develop a personal program of self-study and professional growth including the ACGME competencies with guidance from teaching faculty.
 - 6) Participate on committees and councils whose actions affect the resident's education and/or patient care.
 - 7) Participate in an educational program regarding physician impairment, including substance abuse and sleep deprivation.
 - 8) Comply with the Hospital's Medical Staff bylaws, rules and regulations as applicable including the administrative and professional policies (including infectious disease prevention policies, procedures, rules and regulations) of Hospital, and any affiliated institution to which Resident is assigned. These policies may change from time to time.
 - 9) Enter case log data and duty hours as required by the ACGME, participate in annual mandatory surveys required by the ACGME, comply with Hospital annual mandatory education requirements, and any Hospital or Residency Program surveys. Resident agrees to submit personal duty hour reporting on E*Value at least every two weeks.
 - 10) Comply with the Hospital's policy regarding intellectual property rights.
 - 11) Comply with the policies contained in the Residency Program Manual and the Hospital's Policies including but not limited to its anti-harassment and non-discrimination and standards of conduct policies.
 - 12) Comply with the policies and procedures of the Hospital and Marianjoy including mission, vision, and values of Wheaton Franciscan Healthcare and in performance of all of Resident's obligations under the terms of this Agreement; conduct his or herself in a manner, which is consistent with said mission, vision, and values.
 - 13) Comply with the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the National Conference of Catholic Bishops, as amended, as interpreted by the local bishop.
 - 14) Comply with all applicable guidelines of Accreditation Council on Graduate Medical Education ("ACGME"), The Joint Commission, Commission on Accreditation of Rehabilitation Facilities ("CARF"), including the published principles of ethics of the American Medical Association and all other relevant professional codes of ethics and conduct.
 - 15) Comply with applicable federal and state laws, statutes and regulations, including but not limited to the standards of the Occupational Safety and Health Administration ("OSHA") and the Centers for Disease Control ("CDC").
9. **CONFLICTS:** Notwithstanding the above, to the extent that there is any conflict between the policies and procedures of the Hospital and the Policy Manual, the Policy Manual shall control.

10. **MISCELLANEOUS.** Hospital and Resident do hereby further agree as follows:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between them; that there are no agreements or understandings between the parties concerning this Agreement, which are not fully set forth herein. The validity, construction, interpretation and enforceability of this Agreement and the capacity of the parties shall be determined and governed by the laws of the State of Illinois.

This Agreement is personal to the Resident, and such person may not assign or delegate any of the rights or obligations here under without first obtaining Hospital's prior written consent. This Agreement is freely assignable by Hospital. This Agreement may be amended only by written document signed by the parties.

The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision

hereof by that party. The provisions of this Agreement shall be severable, and the invalidity of any provision, or portion thereof, shall not affect the validity of the other provisions.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which are together shall constitute the same agreement.

Any notice required or permitted to be given under the Agreement shall be sufficient if in writing and delivered in person or deposited in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid, to the party's address on record.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

RESIDENT PHYSICIAN:

Signature of Resident

Date: _____

MARIANJOY REHABILITATION HOSPITAL & CLINICS, INC.:

Kathleen C. Yosko
President and Chief Executive Officer

Date: _____

Noel Rao, MD
Chief Medical Office, Vice President of Medical Affairs
Director, Residency Program

Date: _____