

RESIDENT AGREEMENT

THIS RESIDENT AGREEMENT (“Agreement”) is made and entered into as of June 19, 2023 (“Effective Date”), by and between **RESILIENCE HEALTHCARE - WEISS MEMORIAL HOSPITAL, LLC**, a Delaware limited liability company, doing business as **LOUIS A. WEISS MEMORIAL HOSPITAL** (“Hospital”) and **NAME, M.D.** (“Resident Physician”).

RECITALS:

WHEREAS, Hospital is operating a healthcare institution known as Louis A. Weiss Memorial Hospital; and

WHEREAS, Hospital has established an Internal Medicine Residency Training Program (“Program”) as a way to provide quality healthcare and quality clinical education for Resident Physician; and

WHEREAS, Hospital desires to enroll Resident Physician in Hospital’s Internal Medicine Residency Training Program, and Resident Physician is willing and desirous to participate under mutually satisfactory terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Hospital and Resident Physician agree:

AGREEMENT

1. **RESIDENT APPOINTMENT.** Hospital offers and Resident Physician hereby accepts an appointment with the Hospital as a Resident Physician at the PGY1 level in Hospital’s Internal Medicine Residency Training Program, during the first Resident Year.

2. **COMPENSATION AND BENEFITS.**

a. **Compensation.** During the Term of this Agreement, as a PGY1, Hospital shall compensate Resident Physician at the rate of Fifty-Eight Thousand Two Hundred Sixty-One and No/100 Dollars (\$58,261.00) (prorated to a biweekly pay period amount for the Term), corresponding to Hospital’s 26-period accounting system.

b. **Benefits.** Resident Physician shall be entitled to the Benefits described in Exhibit A, provided, however, that Exhibit A identifies the benefits currently available to Resident Physicians at Hospital and such benefits are subject to modification or amendment from time to time by Hospital at Hospital’s sole discretion.

3. **TERM AND TERMINATION.**

a. **Term.** The initial term of this Agreement commences on June 19, 2023, and continues through June 26, 2024 (“Term”).

b. **Termination.** Notwithstanding any other provision of this Agreement, this

Agreement may be terminated: (i) at any time by mutual agreement of the parties; (ii) by either party upon sixty (60) days' prior written notice to the other party; (iii) upon one (1) days' prior written notice to Resident Physician by Hospital if Resident Physician fails to perform satisfactorily any obligations under this Agreement, or is considered to have committed any major or repeated minor infractions thereof, or fails, in a material manner, to comply with Hospital's rules and regulations, or is a danger to patient care or treatment; or (iv) upon written notice as soon as possible to Resident Physician in the event that the Residency Program and/or Hospital lose approval of the Internal Medicine Residency Training Program during the term of this Agreement.

c. **Obligations at Termination of this Agreement.** At the expiration or termination of this Agreement, Resident Physician shall return all Hospital property, including, but not limited to ID badge, books, equipment, digital pager and lab coats, and shall complete all records and satisfy all professional and financial obligations. Upon termination of this Agreement, any and all rights to further payments under this Agreement shall terminate without further notice or action being required by Hospital; provided, however, that Hospital shall pay Resident Physician any sums which accrued to Resident Physician on or before the date of termination. Any amounts due to Resident Physician shall be paid within sixty (60) days after this Agreement is terminated.

4. **RESIDENT'S OBLIGATIONS, DUTIES AND REPRESENTATIONS.**

a. **Education, Training and Licensure.** Resident Physician represents that he/she is a Medical Doctor and that he/she has a valid license to practice medicine in the State of Illinois ("State").

(i) **Licensure Revocation, Suspension or Other Action.** If Resident Physician's license to practice medicine in the State is revoked, suspended or otherwise subjected to discipline, then this Agreement shall automatically terminate as of the date of such revocation, suspension, or other disciplinary action.

(ii) **Required Notice.** Resident Physician agrees to provide the Hospital with prompt notice if any action is taken against Resident Physician's license to practice medicine in the State or any other jurisdiction in which Resident Physician holds (or has held) a license to practice medicine, whether such action is of a temporary or permanent nature, or in the event that Resident Physician is subject to disciplinary action of any kind. The Hospital may, at its option, immediately terminate this Agreement upon or after commencement of any such disciplinary proceedings or other action.

b. **Managed Care Participation.** Resident Physician acknowledges that Hospital has entered into contracts to provide managed care, and may enter into additional managed care contracts in the future. As used herein the term "managed care" shall mean care provided by Health Maintenance Organizations, Preferred Provider Organizations, Prepaid Medical Plans and other similar health care systems. Resident Physician agrees to comply with the terms of all managed care arrangements in which Hospital participates now or in the future to the extent such terms do not conflict with the standards of the Accreditation Council on Graduate Medical Education ("ACGME").

c. **Supervision, Rules and Regulations.**

(i) **Supervision.** Resident Physician shall be directly responsible to the

Program Director of the Internal Medicine Residency Training Program (“Program Director”).

(ii) **Rules and Regulations.** Resident Physician shall abide at all times by the Hospital’s House Staff Manual, and the bylaws, rules and regulations, and policies and procedures of the Medical Staff and the Hospital, and shall conduct himself/herself in a professional manner. The Resident Physician also understands and agrees that the Hospital may, at its discretion, change or modify the aforesaid House Staff Manual, and the bylaws, rules and regulations, and policies and procedures of the Medical Staff and the Hospital and agrees to keep himself/herself apprised of the contents thereof at all times during the term of this Agreement.

d. **Ability to Fulfill Program Obligations/Health Requirements.**

(i) Resident Physician must be fully capable of participating in the Program, with or without reasonable accommodation. Once Resident Physician has applied for admission to and is conditionally accepted by the Program, Resident Physician shall be required to undergo a complete physical examination, including blood test and drug screen, to confirm that Resident Physician is fully capable of participating in the Program, with or without reasonable accommodation.

(ii) In addition, Hospital may require evidence that the Resident Physician has been immunized against various viruses and may require that Resident Physician periodically take certain routine laboratory tests and chest x-rays.

(iii) **Illness/Injury.** In the event that Resident Physician is absent due to illness or injury for three (3) days or more, a return to work note from their primary care physician must be presented to Employee Health Services (“EHS”) for clearance prior to returning to work. Hospital shall provide emergency first aid treatment to Resident Physician in the event that Resident Physician needs such care until the personal physician of Resident Physician can be summoned, but shall not be obligated to furnish any other medical or surgical services to Resident Physician and Hospital shall not be responsible for any costs involved in such treatment, any follow-up care or any hospitalization.

e. **Resident Education, Training and Program Requirements.**

(i) Resident Physician agrees to fulfill the educational requirements of the Program and the obligations to provide appropriate patient care as assigned by the Program Director or the Medical Director of the clinical service to which the Resident Physician may be assigned from time to time. Resident Physician shall maintain proper professional conduct and appearance and demonstrate courtesy and respect to patients, their families and all persons employed by or associated with Hospital.

(ii) Resident Physician shall attend all education conferences required by the Program Director or the Medical Director of the clinical service to which Resident Physician is assigned from time to time, unless Resident Physician is engaged in the emergency care of patients or specifically directed to perform other responsibilities by the Program Director or said clinical service Medical Director. Resident Physician shall participate as directed by the Program Director in related medical education programs provided through Hospital's affiliation with universities or other educational facilities.

5. **HOSPITAL'S RIGHTS, OBLIGATIONS AND DUTIES.**

a. **Training Participation.** Hospital may refuse access to its clinical areas to Resident Physician if Resident Physician does not meet Hospital's employee standards for safety, health or ethical behavior.

b. **Billing.** Hospital solely shall bill for all professional services rendered by the Resident Physician. Any and all fees received in connection with such billed services, including all fees and payments of any nature in payment for managed care services rendered by Resident Physician, belong to Hospital and should be paid as received to Hospital and, if payable to Resident Physician shall be assigned to or endorsed promptly to Hospital by Resident Physician. Resident Physician shall not bill or collect from any payor or patient any sums for professional services rendered by Resident Physician under this Agreement.

c. **Residency Training Program.** Hospital shall provide a program of education that meets the standards established by the ACGME.

d. **Eligibility for Specialty Board Exams.** Hospital shall make available information relating to eligibility for specialty board examination(s) upon request of Resident Physician.

6. **MISCELLANEOUS PROVISIONS.**

a. **Incorporation.** This Agreement embodies the complete, full and exclusive understanding of the Hospital and the Resident Physician with respect to the Resident Physician's employment by Hospital, and it supersedes and cancels all prior agreements, written or oral, between the parties hereto regarding the Resident Physician's employment by Hospital. Any amendments, additions or supplements to or cancellation of this Agreement shall be effective and binding on the Hospital and the Resident Physician only if in writing and signed by both parties.

b. **Partial Invalidity.** In the event that any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be restricted in scope or otherwise modified to the extent necessary to render the same valid and enforceable, or, in the event that such provision cannot be modified or restricted so as to be valid and enforceable, then the same shall be deemed excised from this Agreement if circumstances so require, and this Agreement shall be construed and enforced as if such provision had originally been incorporated herein as so restricted or modified, or as if such provision has not originally been contained herein, as the case may be.

c. **Notice.** Any written notice given under this Agreement by the parties shall be addressed to the addressee at the address of such addressee at the place identified on the signature page below, unless prior written notice of a change of address has been furnished.

d. **Applicable Law.** This Agreement shall be construed in accordance with

the laws of the State. The provisions of this Section shall survive expiration or termination of this Agreement regardless of the cause of such termination.

e. **Compliance Obligations.** Resident Physician represents that he/she read, understands, and shall abide by Hospital's Standards of Conduct. Resident Physician shall comply with Hospital's Compliance Program and Hospital's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law, and compliance policies related to fraud and abuse, EMTALA, and HIPAA Privacy and Security. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Resident Physician shall complete any training required under Hospital's Compliance Program, as well as any other Hospital required learning modules required of all employees.

IN WITNESS WHEREOF, Hospital has caused this Agreement to be executed by its duly authorized officer, and the Resident Physician has executed this Agreement by hereunto setting his/her hand effective as of the day and year first above written.

HOSPITAL:

RESIDENT PHYSICIAN:

**RESILIENCE HEALTHCARE - WEISS MEMORIAL
HOSPITAL, LLC, D/B/A LOUIS A. WEISS
MEMORIAL HOSPITAL**

NAME OF RESIDENT, M.D.

By: _____
Name: Irene Dumanis
Title: Chief Executive Officer

By: _____
Name: Name, M.D.

Date: _____
Address: 4646 North Marine Drive
Chicago, IL 60640

Date: _____
Address: _____

By: _____
Name: Allan Tachauer, M.D.
Title: Designated Institutional Official

Date: _____
Address: 4646 North Marine Drive
Chicago, IL 60640

EXHIBIT A

BENEFITS

The following is intended to briefly describe the various benefits afforded to Resident Physician. The full policy statement and information about benefits may be found by contacting Human Resources. *Benefits are subject to the terms of the plan documents or insurance contracts, as applicable, and may be changed at the discretion of Hospital.*

A. INSURANCE

1. **Health, Dental and Vision.** The Hospital offers medical, dental and vision insurance. The plans are not contingent on each other and are offered individually. As a special benefit to Resident Physician, coverage is effective on the first day of employment if Resident Physician elects to enroll in the program.
 - a. *Please be advised that if you are a J-1 Exchange Visitor, the Hospital does not offer a plan that meets the requirements under federal law for foreign medical graduates. Resident Physician will need to secure that coverage independently and information regarding such insurance will be provided to you by Human Resources. Because of the limited coverage offered through independent, qualifying health plans, you are strongly encouraged to also participate in the Hospital's health plan in addition to securing the required coverage under federal law.*
 - b. *Resilience Healthcare is required to comply with the IRS nondiscrimination rules. Because Resident Physicians are receiving Health and Welfare benefits 30 days earlier than any other employee, Resilience is required to impute income equal to the full premium amount for the first 30 days. The imputed income amount is based on the benefits and coverage tiers elected (i.e., Employee Only, Employee + Spouse, Employee + Child(ren), or Employee + Family). Please be advised that you will be responsible for paying the tax on the full premium amount (employer and employee costs). It will appear as an off-set in the earnings and deductions section of your paycheck that you will receive 60-90 days after your date of hire.*
2. **Life Insurance.** Hospital offers group term life insurance. This benefit is given to Resident Physician at no cost. Resident Physician may also purchase additional life insurance.
3. **Disability Insurance.** Hospital offers both short-term and long-term disability insurance for purchase by Resident Physician as voluntary benefits that are effective as of Resident Physician's first day of employment. Short-term disability payments begin after Resident Physician has been unable to work for thirty (30) days. If Resident Physician remains unable to work after ninety (90) days of receiving short-term disability, long-term disability payments begin.
4. **Professional and General Liability Insurance.** Resident Physician shall be included in the coverage provided by Hospital for professional activities directed

by the Hospital. This coverage does not apply to activities by Resident Physician which are not part of the Hospital's Residency Training Program. The Professional and General Liability insurance coverage includes legal defense costs and protection from settlements or awards for claims reported or filed during participation in each of its ACGME-accredited programs. This includes coverage for claims reported after completion of the programs, if the alleged acts or omissions of a resident/fellow are within the scope of the programs, and the event giving rise to the claim happened during their tenure in the program. The Professional Liability and General Liability coverage is claims-made and reported coverage with limits of \$1,000,000 per claim and \$3,000,000 aggregate.

5. **Workers' Compensation.** Resident Physician shall be included in the coverage for professional activities directed by the Hospital. This coverage does not apply to activities by Resident Physician which are not a part of Hospital's Residency Training Program.

B. ADDITIONAL BENEFITS

1. **401(k) Retirement Saving Plan**
2. **Tuition Reimbursement**
3. **Educational Stipend – with prior approval of Program Director**

Podiatry/Internal Medicine/Preliminary Year/Transitional Year PGY 1:

An annual stipend of Five Hundred and No/100 Dollars (\$500.00) shall be provided to Resident Physician to be used toward continuing education activities. Distribution of stipends will be made for educational requests with the approval of the Program Director.

Additional Funding:

If financially possible and with the approval of the Program Director, additional funds may be available for Resident Physician for the purpose of various national conferences and educational materials. This is not a guaranteed stipend.

4. **Direct Deposit.** Available for all participating financial institutions.
5. **Housing.** Resident Physician is responsible to pay for his/her and their dependents' housing.
6. **Laundry.** Laundry services for lab coats for Resident Physician are available.
7. **Parking.** Parking is available for Resident Physician.

C. TIME OFF

1. **Personal Time Off ("PTO"):** Podiatry/Internal Medicine/Transitional Year/Preliminary Year Resident Physicians at Hospital: Twenty (20) days total of

vacation, sick and personal time is allowed per academic year.

2. **Leave of Absence:** All Resident Physicians are eligible for family or medical leaves of absence in accordance with the Weiss Memorial Hospital Human Resources Policy(s) and applicable federal and state laws. Resident Physicians receive these policies during orientation, and they are available at all times via the hospital intranet. Resident Physician leaves of absence must also comply with applicable requirements of the Program's ACGME Residency Review Committee ("RRC"). Resident Physicians and Fellows may be required to extend their residencies for the period of time granted as "leave time" in order to complete all necessary educational requirements as prescribed by the RRC or applicable specialty Board requirements. At the conclusion of the training program, the Program Director must certify that the Resident Physician/Fellow has mastered each component of clinical competence and has acquired proficiency in each of the various procedural skills identified in the Program's curriculum. In case the trainee does not meet the requirements of the respective Specialty Board because of a leave of absence, the Program Director may require an individual to extend the training beyond the usual time required to complete the program.

Resident Physicians must submit requests for leaves of absence to the Program Director as soon as reasonably possible. The Program Director will then contact and work with Human Resources to ensure the proper protocol is followed regarding the submission and approval of requests for leave of absence in accordance with hospital policy(s).

EXHIBIT B

POLICIES AND PROCEDURES

The following is intended to identify administrative policies and procedures relevant to Resident Physicians at Hospital.¹ The full policy statements for Medical Education Policies are available at the Graduate Medical Education Office and on the Residency Program Shared Drive. Human Resources policies can be found on the Hospital Intranet in Policy Manager.

Graduate Medical Education Policies:

1. Accommodation for Disabilities
2. Annual Institutional Review
3. Alertness Management/Fatigue Mitigation
4. Attending Notification
5. Clinical and Educational Work Hour Policy
6. Closures and Reductions
7. Contract, Benefits, and Professional Liability
8. Corrective Action/Termination
9. Disaster
10. Due Process for a Resident Corrective Action
11. Educational Resource Allowance
12. GMEC Responsibilities
13. Moonlighting
14. Non-Competition
15. Patient Safety and Quality Improvement
16. Resident Concern Reporting
17. Resident Eligibility and Selection
18. Resident Promotion, Appointment Renewal, and Dismissal
19. Special Review
20. Supervision and Accountability
21. Transitions of Care
22. Vacation and Leaves of Absence
23. Vendor Relationships
24. Well-Being

Human Resources Policies:

1. Bereavement
2. Criminal Background
3. Discrimination
4. Drug and Alcohol Free Workplace
5. Educational Assistance
6. Emergency Operations Plan (EOP)
7. Life Assistance Program (EAP)
8. Harassment
9. Leave of Absence
10. Physician Impairment
11. Social Media

¹Residents shall be notified of any other relevant and applicable policies developed during the Term.