

LAWNDALE CHRISTIAN HEALTH CENTER
FAMILY MEDICINE RESIDENCY
PHYSICIAN AGREEMENT
2023-2024 ACADEMIC YEAR

THIS AGREEMENT is entered into as of the Effective Date stated on the signature page of this AGREEMENT by and between LAWNDALE CHRISTIAN HEALTH CENTER, an Illinois nonprofit corporation, ("LCHC") and the undersigned individual, _____ ("RESIDENT").

LCHC seeks to provide health care, educational, spiritual, and social services to individuals and families, including medically underserved populations. To facilitate these goals, LCHC has established and Sponsors LCHC FAMILY MEDICINE RESIDENCY PROGRAM (the "FMR"), which is accredited by the Accreditation Council for Graduate Medical Education ("ACGME"), Program No. 1201600711.

RESIDENT has been accepted and agrees to serve as a physician resident in the FMR under the terms set forth or referenced herein and LCHC agrees to employ RESIDENT in accordance with the terms set forth herein.

I. Appointment

Provided RESIDENT meets the requirements set forth in Paragraph III hereof, the term of this AGREEMENT shall commence on July 1, 2023 and terminate on June 30, 2024 unless it is earlier terminated pursuant to Paragraph VI hereof. (Institutional Requirement IV.C.2.b)

II. Requirements for Resident Prior to Commencement of Training/Pre-employment

This AGREEMENT will be declared null and void by LCHC and shall not become effective if the RESIDENT has not met all requirements as set forth below prior to the commencement date of training.

A. State of Illinois Licensure

The RESIDENT agrees to acquire and maintain the appropriate State of Illinois License as defined by the Illinois Medical Practice Act. A RESIDENT will not be permitted to begin or continue in the FMR under any circumstances until the appropriate license has been obtained. The RESIDENT is responsible for notifying the Program Director immediately, in writing, if any such license is revoked or otherwise restricted.

B. Employment Eligibility

The RESIDENT agrees to comply with all legal and immigration requirements, if applicable, necessary to obtain and maintain appropriate visa status required to pursue graduate medical education in the USA. All Visa application and maintenance fees will be paid by the RESIDENT. A RESIDENT will not be permitted to begin or continue in the FMR without a valid visa/work authorization. The RESIDENT is responsible for notifying the Program Director immediately in writing if his/her visa is revoked or otherwise restricted.

C. Post Offer Screening and Criminal Background Check

Per LCHC Human Resource policies, RESIDENT will be subject to clinical and administrative screening procedures. Applicants who have tested positive for screened conditions will have the opportunity to provide a reasonable explanation. If an explanation is not provided or is clinically unacceptable, the applicant will be denied employment. External disclosures of such information will be made only as

permitted by law. RESIDENT is also subject to a comprehensive background check as part of the pre-employment process. Additional pre-employment screening can include, but is not limited to, a review of previous employer references, criminal history, driving history, and Social Security number.

III. Compensation and Benefits

A. Compensation (Institutional Requirement IV.C.2.c)

LCHC shall provide the RESIDENT with an annual salary as shown in the table below, according to program year. Paychecks shall be issued in accordance with LCHC policy.

First Year Residents (PGY-1)	<u>\$63,036</u>
Second Year Residents (PGY-2)	<u>\$65,508</u>
Third-Year Residents (PGY-3)	

B. Benefits

RESIDENT will receive the following benefits subject to the terms and conditions of LCHC's current benefit plans or policies. The benefits listed below may be unilaterally modified by LCHC from time to time.

1. Medical, Dental, Vision: (Institutional Requirement IV.C.2.g)

RESIDENT and his/her eligible dependents are entitled to participate LCHC's Employee Health Plan, effective the first day of employment. Participation is subject to a payroll deduction. Detailed information will be provided to the RESIDENT prior to making a selection. Benefit plans are subject to an annual enrollment process, or a qualifying event under the terms of the plan.

2. Disability Insurance: (Institutional Requirement IV.C.2.h)

Long Term Disability (LTD) cost is covered by LCHC and every RESIDENT is enrolled effective the first day of employment. Complete information will be provided to the RESIDENT prior to enrollment. Short Term Disability (STD) is a voluntary plan provided at a cost to employees. Complete information will be provided to the RESIDENT prior to enrollment.

3. Life Insurance

LCHC provides employer paid group life insurance to the RESIDENT equal to one times the annual salary. In addition, the RESIDENT may purchase Voluntary Term Life Insurance. Complete information will be provided to the RESIDENT prior to enrollment.

4. Worker's Compensation

LCHC provides Worker's Compensation coverage to the RESIDENT.

5. Paid Time Off and Educational Leave (Institutional Requirement IV.C.2.i)

Paid Time-Off (PTO) is defined as vacation time and unplanned absences. PTO is to be used in accordance with LCHC's GMEC policy for Vacations and Leave of Absence. RESIDENTs are allocated 20 paid PTO days each academic year. Paid Time Off must be approved in advance by the Program Director or designee. Paid Time Off is not cumulative, i.e. it does not carry over from year to year. Unused paid time off will not be paid out at the end of the contract year. At the discretion of the Program Director, RESIDENT may be allocated additional days for educational purposes, such as to attend/present at a conference or attend a board review course.

6. Leave of Absence/Unpaid Leave (Institutional Requirement IV.C.2.j and IV.C.2.k)

All RESIDENTs are entitled to benefits under the Human Resource policies for Attendance and Absences, which includes Family and Medical Leave Act (FMLA Leave), or other legally required leaves of absence.

All Leaves of Absence, either those subject to Federal and State statutes or otherwise, must be coordinated and/or approved by the Program Director and may affect the RESIDENT's intended graduation date. Repeat of training and/or make up time required to fulfill criteria for completion of residency is determined by the Program Director consistent with the standards of the American Board of Medical Specialty (ABMS). RESIDENTs who take a Leave of Absence for any reason during the specialty training period will be informed in writing by the Program Director of the effect of the Leave of Absence on both FMR completion and eligibility for specialty board examination. The Program Director is responsible to review the applicable policy on Leave of Absence with the RESIDENT and its effect on FMR completion and board exam eligibility.

7. Professional Liability Insurance (Institutional Requirement IV.C.2.f)

LCHC will provide RESIDENT with professional liability (malpractice) insurance through LCHC's coverage under the Federal Tort Claims Act (FTCA) in conformance with ACGME requirements. Additional coverage will be provided for any required FMR patient care activity that falls outside the scope of FTCA coverage. The coverage does not extend to any activity other than that which is a required part of the FMR.

IV. LCHC Responsibilities

A. Institutional Accreditation

Maintain Institutional accreditation for graduate medical education with the Accreditation Council for Graduate Medical Education (ACGME) and for patient care services with The Joint Commission (TJC).

B. Program Accreditation

Provide oversight of all ACGME sponsored/administered residency programs via the LCHC Graduate Medical Education Committee to ensure that the FMR provides quality education and is in compliance with all accreditation requirements.

C. Environment of Training

Provide a suitable environment for graduate medical education consistent with the standards promulgated from time to time by the ACGME. This includes responsibility for promoting an ethical, professional and educational environment that supports RESIDENT learning and achievement of the core competencies: Medical Knowledge, Patient Care, Professionalism, Interpersonal and Communications Skills, Practice-Based Learning and Improvement and Systems-Based Practice. LCHC is also committed to promoting safety and quality education through carefully constructed duty hour assignments, standardized transitions of care, and faculty supervision and availability. LCHC promotes/adheres to the duty hour rules as published by the ACGME for all sponsored and administered FMRs.

D. Commitment of Resources

Provide sufficient Institutional resources to the best of its ability to ensure effective implementation and development of the FMR in compliance with both Program and Institutional accreditation requirements.

E. Designation of Director

Designate the Program Director to serve as the person or persons responsible for the implementation of this AGREEMENT and for the overall supervision of the RESIDENT.

F. Resident Involvement

Provide opportunity for involvement of the RESIDENT in areas of interest for his/her education or patient care through appointment to appropriate LCHC and/or hospital councils or committees.

G. Education and Work Environment

Provide an educational and work environment in which RESIDENTs may raise and resolve issues without fear of intimidation or retaliation.

H. Evaluation

Provide the RESIDENT with regular feedback on performance, ability, knowledge and patient care skills. Provide a semi-annual written evaluation of his/her work and performance which is accessible to the RESIDENT.

I. Remediation

Provide remedial opportunities to the RESIDENT who needs to develop or enhance skills or behaviors as deemed necessary by the Program Director and faculty.

J. Grievance/Due Process: (Institutional Requirement: IV.C.2.e)

Inform the RESIDENT of, and make available the LCHC GMEC Policy on Grievance Procedures, describing how the RESIDENT can adjudicate his/her complaints and grievances related to the work environment or issues related to the FMR or faculty. This policy incorporates requirements for due process and appeals, and addresses any academic or disciplinary actions taken against a RESIDENT that could result in dismissal, non-renewal of a RESIDENT AGREEMENT, non-promotion, or other actions that could significantly threaten a RESIDENT's intended career development.

K. Impairment and Substance Abuse

Inform the RESIDENT of, and make available the LCHC GMEC Policy on Impaired Physicians, including impairment related to substance abuse. LCHC will provide the RESIDENT with an educational program regarding physician impairment, including substance abuse.

L. Harassment

Inform the RESIDENT of, and make available the LCHC GMEC Policy on Harassment and Inappropriate Workplace Behaviors, prohibiting harassment in any form and describing the protocol for addressing complaints consistent with the law and due process.

M. Accommodation for Disability

Inform the RESIDENT of, and make available the LCHC GMEC Policy on Accommodation for Disabilities, pertaining to qualified applicants and LCHC employed RESIDENTs requesting accommodation for disabilities.

N. Program Sponsored Counseling

Inform the RESIDENT of, and make available, the LCHC GMEC Policy on Mental Health and Impaired Physicians, regarding access to LCHC sponsored counseling and other support services on a confidential basis, including matters related to RESIDENT impairment.

O. Confidentiality

LCHC expressly acknowledges its obligations as a provider of health care and as an educational institution to maintain as confidential the records of the RESIDENT. These records may be delivered to other health care treatment institutions or prospective employers only upon written request to LCHC by

the RESIDENT in such form as designated by LCHC. Records will be furnished to appropriate governmental agencies as required by law.

V. Resident Responsibilities (Institutional Requirement: IV.C.2.a)

A. Compliance with Laws, Regulations and Accreditation Requirements

The RESIDENT acknowledges that LCHC has certain obligations in connection with applicable laws, regulations and accreditation standards. The RESIDENT further acknowledges that LCHC, from time to time, may adopt policies, procedures, and/or documentation requirements in connection with the implementation of such laws, regulations, and accreditation standards. The RESIDENT agrees to cooperate fully with LCHC in compliance with all applicable laws, regulations and accreditation standards as may be enacted or amended from time to time and with all implementing policies, procedures and/or documentation requirements now in existence or as may be adopted or amended by LCHC from time to time.

B. Educational Activities

The RESIDENT agrees to participate fully in the educational activities of the FMR, including rotations, continuity and/or community clinics, and the performance of scholarly and research activities as assigned by the Program Director, attend all required educational conferences, assume responsibility for teaching and supervising RESIDENTs and students and participate in assigned clinical setting, Medical Staff and FMR activities. This includes compliance with all required computer-based training modules as assigned. The RESIDENT also agrees to submit faculty and FMR evaluations in a timely manner as requested.

C. Professionalism

The RESIDENT agrees to conduct himself/herself in a professional manner consistent with LCHC policies. The RESIDENT agrees to accept and respect the Mission and Values of LCHC, and to treat all patients, colleagues, associates and visitors in a respectful and courteous manner.

D. Health Services Compliance

The RESIDENT agrees to comply with LCHC's requirements concerning either periodic health monitoring, vaccination or additional required testing relating to the RESIDENT's ongoing health status.

E. Participation in Committees

The RESIDENT will participate, if appointed, on LCHC, hospital or FMR committees or councils that relate to RESIDENT education or improvement in patient care.

F. Medical Records

The RESIDENT acknowledges that all patient related records are the property of LCHC and agrees to cooperate fully with the LCHC, FMR and Medical Staff policies regarding the completion of medical records.

G. Confidentiality

The RESIDENT agrees to maintain the confidentiality of all written, oral or computerized information relating to LCHC's patients and family members and to adhere to the LCHC confidentiality-related policies at all times. The RESIDENT understands that his/her assigned electronic log-on constitutes his/her legal electronic signature and agrees to not share the assigned log-on or password.

H. Quality Improvement/Risk Management

The RESIDENT agrees to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program Director and to provide such information as may be required to fulfill the Quality Improvement/Risk Management efforts of or LCHC. The RESIDENT also agrees to participate in the defense of any claims arising during residency both during the term of this AGREEMENT and after completion of the FMR.

I. Return of Materials

At the time of the expiration or in the event of termination of the AGREEMENT, the RESIDENT shall return all LCHC and/or FMR property, including but not limited to books, equipment, keys, pagers; complete all necessary records; and settlement of all professional and financial obligations.

J. Nondiscrimination

In performing under this agreement, the RESIDENT shall not discriminate on the basis of race, sex, color, age, religion, national origin, disability, health status, sexual orientation, source of payment, or ability to pay for services rendered.

VI. Other Terms and Conditions

A. Work Hours (Institutional Requirement IV.C.2.I)

The RESIDENT understands and agrees that the hours of work will vary with the clinical services to which he/she is assigned; that there are no pre-determined hours of work; and that the hours will be based in part by the clinical service to which he/she is assigned, the needs of the patients, and the needs of LCHC to provide safe, and effective patient care. The hours of work for all LCHC sponsored and administered FMRs will be in compliance with the ACGME standards as defined in the Common FMR Requirements (www.acgme.org) and the LCHC GMEC Policy: Duty Hours, Fatigue Management and Mitigation. It is the responsibility of the FMR and LCHC to establish rotations and assignments in keeping with established ACGME Clinical Experience and Education rules. It is the responsibility of the RESIDENT to adhere to the work hour standards and to complete in a timely manner any FMR or LCHC monitoring requirements related to Clinical Experience and Education.

B. Moonlighting (Institutional Requirement IV.C.2.I)

Moonlighting is defined as voluntary, compensated, medically related work (not related to training requirements) performed either; within the institution in which the RESIDENT is training; at any of its related participating sites; or at an outside institution unrelated to the RESIDENT's training FMR. No RESIDENT can be required to engage in such moonlighting activities. ACGME Requirements dictate that PGY I RESIDENTs are not allowed to moonlight. Senior Level RESIDENTs may not engage in moonlighting without prior notification to and written permission of the Program Director only if allowed by the GMEC policy on Moonlighting. The Program Director reserves the right to prohibit moonlighting if such employment may interfere with the RESIDENT's duties and obligations to the FMR or interfere with his/her clinical performance. In the event a RESIDENT does moonlight, his/her performance will be monitored and evaluated to ensure compliance with the 80 hour work week restriction. Moonlighting activities occurring outside of LCHC will not be covered by LCHC's Professional Liability Insurance as detailed in this AGREEMENT.

C. Restrictive Covenant

LCHC shall not require RESIDENTs to sign a non-competition guarantee or restrictive covenant.

D. Termination, Promotion/Re-Appointment

1. Termination for Cause

LCHC may terminate this AGREEMENT at any time for cause, effective upon receipt of written notice to the RESIDENT. Cause shall include but not be limited to:

- a. Professional incompetence,
- b. Failure by the RESIDENT to obtain or maintain appropriate professional license or valid visa/work authorization,
- c. Serious neglect of duties or violation of LCHC rules, regulations or policies by the RESIDENT,
- d. Conduct by the RESIDENT seriously and clearly prejudicial to the best interests of the LCHC,
- e. Acts of fraud, dishonesty or misconduct determined to render the RESIDENT professionally unfit to practice,
- f. Conviction of the RESIDENT of any crime punishable as a felony,
- g. Exclusion from or sanction by Medicare, Medicaid or other public health program.

Termination of the RESIDENT AGREEMENT is subject to the GMEC Policy: Discipline and Dismissal of Residents, Including Due Process and Grievances.

2. Termination of AGREEMENT by RESIDENT

The RESIDENT may terminate this AGREEMENT and withdraw from the FMR after written notice to and discussion with the Program Director. RESIDENT may terminate this AGREEMENT voluntarily by providing no less than sixty (60) days prior written notice to the Program Director.

3. Conditions for Promotion/Reappointment (Institutional Requirement: IV.C.2.d)

LCHC's appointment of the RESIDENT shall be for one year and promotion/reappointment to a subsequent year of residency shall require the execution of a new agreement.

Promotion/Reappointment to the next level of training is at the sole discretion of the FMR and is expressly contingent upon the RESIDENT's successful achievement of FMR specific promotion/graduation criteria; satisfactory performance evaluations; full compliance with the terms of this AGREEMENT; continuation of LCHC's and FMR's accreditation; and LCHC's financial ability.

In addition, promotion to the third (3rd) year of residency training for all ACGME accredited FMRs is contingent upon the RESIDENT successfully passing USMLE Step 3.

4. Non-Promotion/Non-Renewal of Appointment

Should the FMR decide not to promote/reappoint the RESIDENT to a subsequent year of training, the FMR will provide the RESIDENT with written notice of intent within a reasonable period of time; not less than 90 days prior to the AGREEMENT term date. Non-reappointment/non-promotion is subject to the Graduate Medical Education Policy: Discipline and Dismissal of Residents, Including Due Process and Grievances.

5. Non-Renewal by RESIDENT

If the RESIDENT intends not to seek reappointment he/she must provide no less than sixty (60) days prior written notice to the Program Director.

6. Program Closure/Reduction

In the event that the Sponsoring Institution (LCHC) and/or FMR are closed or there is a reduction in the total number of RESIDENTs in the FMR, the Designated Institutional Official (DIO) the LCHC Graduate Medical Education Committee (GMEC), RESIDENTs and the FMR personnel as soon as possible.

Notification will be both verbal and written. LCHC will use its best efforts to transfer the RESIDENT to another accredited FMR in the event that continuation/completion is not feasible.

E. Notice

Any notice given in connection with this AGREEMENT shall be in writing and delivered by hand or certified mail, return receipt requested as follows:

To LCHC:

Dr. Ben Preyss
Designated Institutional Official
Lawndale Christian Health Center
3860 W. Ogden Ave.
Chicago, IL 60623

To RESIDENT:

Any party may change the address stated herein by giving written notice of the change in accordance with this paragraph.

F. Amendment and Assignment

This AGREEMENT may be amended only in writing and signed by all parties. This AGREEMENT may not be assigned to another party.

G. Governing Law

This agreement shall be construed under the laws of the State of Illinois.

H. Entire AGREEMENT

This AGREEMENT contains the entire understanding of LCHC and RESIDENT and supersedes all negotiations, prior or contemporaneous discussions, or agreements or understandings, whether written or oral.

IN WITNESS WHEREOF, this agreement has been executed by LCHC and the RESIDENT on the signature date written below.

BY SIGNATURE BELOW, all parties attest that they have read and understood the terms of the AGREEMENT as set forth above.

By: _____

_____ Date

Physician Resident

By: _____

_____ Date

Benjamin Preyss, MD
Designated Institutional Official/Program Director

ACGME Institutional Requirements Crosswalk

IRC #	IRC Requirement	Section Addressed
IV.C.2.a)	resident/fellow responsibilities	V.
IV.C.2.b)	duration of appointment	I.
IV.C.2.c)	financial support for residents/fellows	III.A.
IV.C.2.d)	conditions for reappointment and promotion to a subsequent PGY level	VI.D.3.
IV.C.2.e)	grievance and due process	IV.J.
IV.C.2.f)	professional liability insurance, including a summary of pertinent information regarding coverage	III.B.7.
IV.C.2.g)	hospital and health insurance benefits for residents/fellows and their eligible dependents	III.B.1.
IV.C.2.h)	disability insurance for residents/fellows	III.B.2.
IV.C.2.i)	vacation, parental, sick, and other leave(s) for residents/fellows, compliant with applicable laws	III.B.5.
IV.C.2.j)	timely notice of the effect of leave(s) on the ability of residents/fellows to satisfy requirements for FMR completion	III.B.6.
IV.C.2.k)	information related to eligibility for specialty board examinations	III.B.6.
IV.C.2.l)	institutional policies and procedures regarding resident/fellow clinical and educational work hours and moonlighting	VI.A & B