RESIDENT EMPLOYMENT AGREEMENT WITH

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective on between Edward W. Sparrow Hospital Association, a Michigan nonprofit corporation (hereinafter referred to as the "Hospital" or "Sponsor") and (hereinafter referred to as the "Resident" who may also for academic purposes may be a Fellow or Chief). Hospital and Resident are individually a "party" and collectively the "parties".

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence and end unless terminated in accordance with paragraph 13 herein. This Agreement may be renewable only by mutual written agreement. Resident understands that while the Residency program (as defined in paragraph 2 below) may be multi-year in duration, this Agreement commences and ends . Continuation of employment into subsequent postgraduate years shall, in part, be dependent upon Resident's achievement at a level determined acceptable by the Residency Program Director, on examination, performance assessments and other forms of evaluation deemed appropriate by the Residency Program Director. Hospital shall reasonably attempt to provide Resident with notice of its intention to enter into an employment agreement with Resident for the subsequent contract year at least four (4) months prior to the expiration of this Agreement. However, if reasons for non-renewal appear within the four (4) months prior to the expiration of the Agreement, Hospital will provide Resident with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the expiration of this Agreement. In the event of non-renewal, Resident may use the Grievance Procedure described in Paragraph 14. Reappointment and promotion are conditioned by the Resident's satisfactory performance in meeting the requirements of the residency program, including adherence to institutional and departmental rules and regulations. Unsatisfactory performance could result in termination at any time during the term of this contract or non-renewal. **All Residents entering their PGY-3 year will be required to have successfully passed their USMLE Step 3 or COMLEX Step 3 exam. If the Resident cannot demonstrate scores proving that they have successfully passed their USMLE Step 3 or COMLEX Step 3 exam at least thirty (30) days prior to the beginning of their PGY-3 year, this Agreement will be terminated on the end date of this Agreement without notice and Resident will be no longer be employed by Hospital. Continuing into a PGY-3 year is contingent on passing USMLE 3 or COMLEX 3.** In such event, readmission to the training program will be solely at the discretion of the Residency Program Director, the Director of Medical Education and the Hospital.

2. Employment. Hospital hereby employs Resident and Resident hereby accepts such employment to serve as stipend Program Level Resident in the Residency Program (the "Residency"). Resident's employment hereunder is subject to the terms and conditions set forth in this Agreement, GME Policy and Procedure Manual ("GME Policy and Procedures Manual"), Program Manual (the "Residency Program Manual") and Hospital's Human Resources Manual (the "HR Manual"), all of which are incorporated herein by reference. Resident shall use Resident's best efforts to work with other residents, physicians, management, and staff to fulfill the educational standards of the Residency Program and to provide the highest quality medical services possible to Hospital's patients. Such employment shall be full-time in which Resident shall regularly work at least forty (40) hours per week during which time Resident is in contact with patients, available on-site to be in contact with patients, completing medical records, or performing any other additional educational or clinical duties determined by the Residency

Program Director or other managers of Hospital that are consistent with the terms of this Agreement. Moreover, Resident shall have the responsibilities referenced in Exhibit A attached hereto. In the event of inconsistency between Exhibit A and this paragraph 2, Exhibit A shall prevail. In the event of inconsistency between this Agreement, the GME Policy and Procedures Manual and/or the HR Manual, this Agreement shall prevail. In the event of inconsistency between the GME Policy and Procedures Manual and the HR Manual, the GME Policy and Procedures Manual shall prevail over the HR Manual.

3. Employment Requirements. Beginning on the effective date and at all times thereafter while this Agreement is in effect, Resident shall:

(a) maintain either a current educational AND controlled substance license or full medical AND controlled substance license to practice medicine in the State of Michigan;

(b) maintain eligibility, within standards established by Hospital's professional liability insurance carrier, to be included as a covered employee under Hospital's professional liability insurance policy;

(c) maintain qualification to provide services under plans sponsored by preferred provider organizations, health maintenance organizations, physician hospital organizations, health plans and similar organizations as designated by Hospital; and

(d) meet all conditions for Hospital employment and participation in the Medicare and Medicaid programs; and

(e) meet all Match requirements without penalty and be eligible for participation in a Residency and for employment by Hospital.

4. Outside Activities (Moonlighting). Resident understands and agrees that Resident shall not engage in any work outside Hospital unless Resident is appropriately licensed and has obtained the prior written consent of Hospital's Vice President, Medical Education. Moonlighting may not be done by PGY 1 Residents or J-1 Visa Holders. Resident further understands that such outside activities shall not interfere with Resident's ability to achieve the educational requirements of the Residency Program and such work shall not replace any educational criteria of the Residency Program. Resident acknowledges that while engaging in any outside activities (whether or not approved in accordance with this Agreement), Resident is not acting as an employee or agent of Hospital and accordingly is not covered by Hospital's professional/general liability policies or by Hospital's workers' compensation insurance. Resident agrees to obtain professional liability insurance coverage for all outside activities at Resident's own cost. Resident further agrees that Resident's total work hours within the scope of this Agreement and for any outside activity shall not exceed the Clinical Experience and Education Work Hours policy described in Exhibit C, the GME Policy and Procedures Manual or Residency Program Manual.

5. Compensation.

(a) Stipend. For all services provided hereunder, Hospital shall pay Resident an annual stipend of **($)** payable in equal prorated installments on a bi-weekly basis. For additional educational and clinical responsibilities provided by Resident pursuant to paragraph 2, Hospital may pay Resident extra reasonable compensation. Residents may also qualify for bonuses based on quality initiatives and other areas as determined by the Sparrow Graduate Medical Education Department. All compensation is subject to all withholdings required by law and is exempt from overtime compensation. Any compensation overpayment paid to Resident due to processing or human error whether the error was the fault of Resident or Hospital shall be promptly repaid by Resident either through deduction of the overpayment amount in

Resident's next regular paycheck(s) or by check or money order paid by Resident. Under any circumstances, full repayment must be made within the same calendar year as the overpayment.

(b) Fringe Benefits. Resident shall be entitled to the fringe benefits described in the Benefits Summary attached hereto as Exhibit B. Resident understands and acknowledges that Hospital may change any of the benefits described Exhibit B from time to time in a manner consistent for all similarly situated employees of Hospital.

6. Policies. Hospital shall provide policies regarding Resident's employment, as set forth in the GME Policy and Procedures Manual, the Residency Program Manual and the HR Manual, which shall include, but are not limited to:

(a) A process for Resident to redress any grievances regarding unwelcome advances, requests for favors, physical and/or verbal conduct or communication relating to any individual's religion, race, ethnic, national origin, age, gender, sexual orientation, gender identity, ancestry, height, weight, arrest record, political affiliation, military or veteran status, citizenship status, marital status, or physical or medical disability or any other unlawful criteria as described in the Hospital Policy on Discriminatory Harassment/Harassment set forth in the HR Manual.

(b) A process for Resident to continue or complete their education in the event that Hospital decides to reduce the size of a residency program or close a residency program as described in the Residency Reductions and Closures Policy set forth in the GME Policy and Procedures Manual.

(c) A process whereby support services are provided to residents who are determined to have a substance abuse or an impairment problem as described in the Policy on Impairment and Substance Abuse set forth in the GME Policy and Procedures Manual.

7. Training, Credentials Verification and Board Eligibility.

(a) Training. Hospital shall provide Resident with a training program that meets the standards established as formulated from time to time by the Accreditation Council on Graduate Medical Education ("ACGME"). Hospital further agrees to verify Resident's clinical competency according to the criteria established by Hospital's Residency Clinical Competency Committee and to issue a certificate of training upon satisfactory completion of Hospital's graduate training, subject to Resident's performance of Resident's obligations set forth in this Agreement.

(b) Board Eligibility. It is the intent of Hospital that every Resident who is accepted into a training program will progress through the curriculum and graduate on time. Each training program has its individual rules, established by its respective ACGME Review Committee and Specialty Board, that can impact the trainee's ability to be considered as Board Eligible at the natural end of a training cycle. These rules generally revolve around time away from the program, the length of time a Resident can be absent from continuity clinics, or the total number of absent days that a trainee can have in any given academic year. Each Resident must become familiar with the rules for their specific discipline. The rules can be found in the specific requirements of the program as outlined on the ACGME and Specialty Board websites. Resident's Director can help Resident understand the complexities and options afforded to Resident by these governing bodies. Violation of these guidelines is not an option for Hospital. If absences for illness, maternity or paternity leaves brings Resident into conflict with the established rules, Resident's

residency will be extended in such a way as to heal the breach and make Resident Board Eligible. In this process, Resident must understand that Resident may not become Board Eligible at the time of Resident's originally scheduled graduation date. Resident's Program Director will assist Resident in calculating the extra training time that may be needed to meet the curricular training requirements of Resident's specific RRC and Specialty Board. Hospital will only certify Resident as Board Eligible when Resident meets these externally imposed requirements.

8. Supplies. Hospital shall furnish Resident with attendants, facilities, supplies and services as may be suitable for the performance of Resident's duties hereunder.

9. Professional Liability Insurance. Hospital shall maintain and bear the expense of professional liability insurance coverage covering the acts of Hospital and the acts of Resident within the scope of the duties assigned by Hospital to Resident pursuant to this Agreement. The amount and extent of said coverage shall be determined by Hospital in its sole and absolute discretion. The coverage provided to Resident shall be a claims made policy. Hospital shall also provide tail coverage in the event Resident's employment with Hospital is terminated by Hospital or Resident, or if Resident completes Resident's training program. Hospital shall not provide professional liability insurance coverage for any outside activities performed by Resident outside the scope of this Agreement including, but not limited to, those approved by Hospital in writing.

10. Risk Management. Both parties agree to notify each other within five (5) business days after receipt of formal notice about the existence of any malpractice claim, any civil, criminal or regulatory audit, investigation or other proceeding involving Resident and/or Hospital and Resident. Each party agrees to cooperate with the other in the settlement, litigation or other resolution of the same.

11. Confidentiality.

(a) Resident acknowledges that any and all information related to (1) Hospital's treatment of its patients by Resident or others, including, but not limited to, individually identifiable health information as defined by the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and (2) the conduct by Hospital of providing health care, is strictly confidential and constitutes the exclusive property of Hospital, and that the use or disclosure of such matters, other than in the course and scope of Resident's employment with Hospital pursuant to this Agreement, shall be contrary to the best interests of Hospital and shall cause harm and damage to Hospital and its medical practice. In furtherance and on account thereof, Resident covenants and agrees (i) to comply with state and federal laws regarding confidentiality of individually identifiable health information, including, but not limited to, HIPAA and (ii) to comply with all Hospital policies and procedures pertaining to use and disclosure of individually identifiable health information or proprietary business information.

(b) Without limiting the generality of the foregoing paragraph 11(a), Resident further agrees that, during the term of this Agreement and after the termination of this Agreement for any reason, Resident shall not use, take or retain outside Hospital's campus, without prior written authorization from Hospital, any individually identifiable health information, patient lists, fee books, patient records, files or other documents, or copies of any of the same pertaining to Hospital's providing health care or pertaining to Hospital's patients, business, financial condition, or other activities, all of which Resident acknowledges are confidential and constitute the property of Hospital. Resident acknowledges that any of the foregoing confidential and proprietary information of Hospital which Resident receives or obtains from Hospital shall be obtained by Resident from Hospital in confidence and with the expectation of confidentiality. Patients or a patient's legal representative may request copies of their patient care records and direct those copies to Resident or others.

(c) The confidentiality restrictions set forth in subparagraphs (a) and (b) of Paragraph 11 shall not apply to information which: (i) generally becomes available to the public through no act of Resident in breach of this Agreement; (ii) was in the possession of, or available to Resident on a non-confidential basis prior to its disclosure; or (iii) is independently developed by Resident.

12. Corporate Compliance Plan. Resident acknowledges that Sparrow Health System ("Sparrow") has implemented a voluntary corporate compliance program known as the Sparrow Health System Corporate Compliance Plan (the "Plan"), which, through its standards of conduct, policies and procedures attempts to assure that Sparrow complies with all applicable laws, regulations and policies. Resident acknowledges that the Plan includes standards of professional conduct and sanctions for noncompliance with those standards, and other requirements of law, that are not otherwise described in this Agreement. Resident understands and agrees to abide by the standards of conduct, policies and procedures described in the Plan. Resident agrees that failure to comply with the standards, policies and procedures described in the Plan, including sanctions, may be cause for termination by Hospital of this Agreement pursuant to paragraph 13. Upon written request to Hospital's Corporate Compliance Officer, Resident may obtain a copy of the Plan and any updates thereto. Resident also agrees to complete the Tax Payer Bill of Rights Exclusion Form attached hereto as Exhibit D.

13. Termination.

(a) Termination With Cause by Hospital. Hospital may terminate this Agreement, and the employment of Resident immediately, upon the occurrence of any of the following events. Resident will not have the right to appeal under the Resident Performance Improvement Plan-Probation-Dismissal or Grievance and Due Process policies:

(i) Any conduct of Resident which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of Hospital.

(ii) The termination of Resident from the Residency.

(iii) The loss or suspension of Resident's licenses to practice medicine, dispense or order pharmaceuticals for patient care in Michigan.

(iv) Resident becomes, for any reason, ineligible for professional liability insurance.

(v) Resident is charged with a felony.

(vi) The conviction of Resident of any crime punishable as a felony.

(vii) The death of Resident.

(viii) Resident's failure to comply with Sparrow's Corporate Compliance Plan and Conflict of Interest Policy.

(ix) Unsatisfactory academic or clinical performance by Resident.

(x) The provision of false, incorrect, misleading or incomplete information by Resident at any time during the hiring process or during the term of this Agreement.

(xi) Failure of Resident to perform the functions of Resident's job, with or without accommodation.

(xii) Resident's drug/alcohol screening produces a positive result in violation of Sparrow's Policies. Should a Resident test positive for Nicotine, Sparrow may require that the Resident attend a smoking cessation program.

(xiii) Failure to pass a background check at any time, including during the Sparrow employment onboarding process

(xiv) A breach by Resident of any provision of this Agreement which is not cured within thirty (30) days after written notice thereof is given by Hospital to Resident.

(xv) Vaccines as defined by the CDC and/or CMS.

(xvi) Failure for Resident to have successfully passed the USMLE Step 3 or COMLEX USA-3 Exam at least thirty (30) days before start of the PGY-3 year.

(xvii) Theft of any sort from Hospital, its affiliates or participating hospitals

(xviii) Material violation of any Sparrow Human Resources Policy, including, without limitation, violations that occur off-site and involve employees of Hospital.

(b) Termination by Resident. In the event Hospital breaches any material term of this Agreement, then Resident may terminate this Agreement upon not less than thirty (30) days' written notice, but only if Hospital fails to cure the breach within that time.

(c) Termination Grievance and Damages. In the event Hospital terminates this Agreement and Resident's employment, Resident shall be entitled to a grievance regarding the event of termination as described in paragraph 13.

14. Grievance and Due Process Procedure. Any dispute arising out of this Agreement or any termination of this Agreement shall be resolved using the Grievance and Due Process Policy and Procedure set forth in the GME Policy and Procedures Manual.

15. Publications. Any publication of materials for Resident based upon Research at Sparrow Hospital should include Sparrow Hospital in the author's affiliation(s).

16. Work Authorization Requirements. If applicable, at all times during the term of this Agreement, Resident will cooperate with Hospital in maintaining continued work authorization in H-1B, J-1 or other legal status. Hospital will not sponsor Resident for permanent residence status during the term of this Agreement. All representations made by Hospital or Resident in connection with any immigrant petition shall not constitute a separate employment contract or modify the terms of this Agreement. Hospital's immigration attorneys and in-house legal counsel shall file Resident's H-1B or other immigration petition and any renewals thereof during the term of this Agreement. Hospital shall pay for only those fees

and expenses an employer is legally mandated to pay on behalf of Resident. All other fees and expenses, including without limitation, any expedited filing fees or costs and expenses for Resident's family members, are solely the responsibility of Resident.

17. Agency. Resident's authority is expressly limited to providing care and treatment to Hospital's patients and other duties set forth herein. Except with respect to the care and treatment of Hospital's patients, Resident shall have no right or authority to make any contract or otherwise binding promise of any nature whatsoever on behalf of Hospital, whether written or oral. Without limiting the generality of the foregoing, Resident shall not have the right to hire or fire any employees of Hospital nor shall Resident have the right to bind Hospital to any contract or agreement, borrow funds or incur any charge or liability in the name or on behalf of Hospital or in respect of which Hospital may be liable. Hospital shall exercise direction over and give support to Resident in regard to standards, policies, record keeping, treatment and procedures.

18. Arbitration of Disputes. All disputes hereunder that are not settled through the grievance procedure described in the GME Policy and Procedures Manual, including but not limited to, claims for breach of this Agreement, claims based on state or federal statutes, including civil rights claims under state and federal law, and claims based on common law, shall be resolved through arbitration. Arbitration shall be conducted according to the Michigan Court Rules and the rules for Resolution of Employment Disputes of the American Arbitration Association ("AAA"). In the event of a conflict between the Michigan Court Rules and AAA Rules, the Michigan Court Rules shall control. Arbitration shall be the parties' sole recourse for resolution of employment disputes arising under this Agreement. The party asserting the claim must initiate the arbitration by filing a written Demand for Arbitration (the "Demand") with both the regional office of AAA and the other party. This Demand shall be filed within one hundred eighty (180) days of the date the claim accrued or the claim shall be forever barred. Hospital shall select one (1) arbitrator, Resident shall select a second arbitrator, and a third neutral arbitrator shall be selected by the two (2) arbitrators appointed by Hospital and Resident (collectively "arbitrator"). The arbitration shall be conducted in Ingham County, Michigan. Both parties shall have the right to legal counsel and reasonable discovery. Both parties shall bear equally the cost of AAA's filing fee. The arbitrator however, shall have the authority to grant any remedy or relief that would have been available to the parties had the matter been heard in court, including the allocation of fees. The arbitrator's award shall be final and binding upon Hospital and Resident and a judgment of the Michigan Circuit Court or the United States District Court may be rendered thereon. Judicial review shall not be permitted, unless allowed by Michigan law.

19. Notices. All notices under this Agreement shall be given in writing. Notice may be served on Resident either personally or by certified mail with return receipt requested, or by overnight commercial courier service at Resident's last-known address. Notice to Hospital may be served on the President personally or by certified mail with return receipt requested, at Hospital's address at 1215 E. Michigan Avenue, Lansing, Michigan 48912.

20. Assignment. Resident agrees that Resident shall not assign, transfer, or convey, pledge or encumber this Agreement or Resident's right or title herein; this Agreement being intended to secure the personal services of Resident. Hospital may assign this Agreement to Sparrow Medical Group or a Hospital or Sparrow Health System subsidiary without Resident's consent.

21. Entire Agreement. This Agreement supersedes all prior discussions and negotiations between the parties hereto with respect to the subject matter hereof and constitutes the entire Agreement between the parties with respect to the subject matter hereof. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect with respect to the subject matter hereof. Except as established in paragraph 28, this Agreement may not be amended unless the amendment is in writing and is signed by both parties.

22. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof. A waiver shall be effective only if in writing. Failure to enforce any provision of this Agreement shall not preclude enforcement of such provision thereafter so long as the breach or violation of such provision shall continue.

23. Severability. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence should be found to be illegal, unenforceable, or overbroad, for any reason, then such word, phrase, clause or sentence shall be modified or deleted in such a manner as to afford Hospital the fullest protection commensurate with making this Agreement as modified, legal and enforceable under applicable laws and the balance of this Agreement or part thereof, shall not be affected thereby, the balance being construed as severable and independent.

24. Benefit. This Agreement shall bind and benefit the parties and their respective legal representatives, executors, successors and assigns.

25. Non-discrimination. In connection with the performance of services under this Agreement, the parties agree to comply with the provisions of the Elliott-Larsen Civil Rights Act, PA 453 of 1976, as amended, the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and specifically agree not to discriminate against any patient on the basis of age, sex, sexual orientation, race, creed, color, religion, national origin, handicap, health status, ability to pay or participation in a prepaid health care plan, publicly funded plan or any other health insurance carrier. Hospital agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, or because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

26. Construction. This Agreement has been executed in the state of Michigan and shall be construed in accordance with laws of the state of Michigan.

27. Financial Relationship Records. This Agreement is incorporated into the master list of physician financial relationships maintained by Hospital and its wholly owned subsidiaries and is available upon request for review by representatives of any state or federal regulatory agency pursuant to applicable laws and regulations.

28. Modification to Form Resident Employment Agreement. The parties acknowledge and agree that Hospital desires to establish and maintain standard contract terms for all employment arrangements governing residents. Resident hereby agrees to cooperate with Hospital in furtherance of this objective by agreeing that, except in the case of Resident-specific terms expressly approved by Hospital and included in this Agreement, Hospital shall use a uniform employment agreement form for the establishment and maintenance of employment relationships with all employed residents, and Resident, therefore, agrees that Resident shall not be required to sign any such amendment hereto that applies in a uniform manner to all employed residents in order for the amendment(s) to be binding on Resident and Hospital.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below.

HOSPITAL

Edward W. Sparrow Hospital Association

Dated:_____ By:_____

Its: Program Director

Dated: 8/7/2025 By: Ted Glynn MD

Ted Glynn, MD

Its: Vice President, Medical Education

RESIDENT

Dated:_____ _____

Exhibit A
JOB DESCRIPTION
NON-MANAGEMENT

1. Job Title: Resident/Subspecialty Resident/Fellow 2.

3. Department #:_____ 4. Department Name:

5. Job Code: 6170 (Resident), 6120 (Fellow) 6. Pay Grade: As specified in contract

7. Benefit Status: __Hourly ___Salaried 8.Overtime Status: _X_Exempt __Non-Exempt X Contract

9. Group: UAW Service: ___UAW Technical: ___ UAW Skilled Maintenance:___ MNA: ___ Non-Union: _X_

10. Reports Directly To (Position): Program Director/Vice President, Medical Education

11. **Purpose of Job: Provide clinical services and 24-hour/day physician coverage while advancing knowledge, skills and professional attitudes through a formal education program.**

12. **Principle Duties and Responsibilities**:

A. Provide clinical services under the supervision of an attending physician in the care of specific patients in a variety of settings according to guidelines in accordance with established policies.
B. Provide hospital wide coverage 24 hours/day in conjunction with other residents to address emergencies, admissions and other clinical issues.
C. Address educational objectives as defined by the residency program.
D. Work as a member of the clinical team in the care of patients.
E. Complete medical records and educational documentation
F. Serves as a role model for consistent demonstration of Sparrow Health System's Customer Service Behavioral Standards of Performance, by respecting the Privacy and Confidentiality of those we serve.
G. Demonstrates knowledge and respects patient, service provider and organizational confidentiality procedures and protocols defined under the HIPAA Privacy Policies.
H. Follows established HIPAA privacy procedures when using and/or disclosing protected health information.
I. Maintains and protects patients' rights under the HIPAA Privacy standards.
J. Able to demonstrate the knowledge and skill necessary to provide care based on physical, psycho/social, educational, safety and related criteria, appropriate to the age of the patients serviced in his/her assigned service area as related to the principal duties and responsibilities of the position. The skills and knowledge needed to provide such care may be gained through education, training or experience.
J. Demonstrate, via action, the ICARE values.

13. **Working Conditions:**

A. Use of latex thirty percent (30%) of the time, frequently (fifty-one percent (51%) through seventy-one (71%)) exposed to the latex environment.
B. Lifting associated with patient care.
C. Moderate exposure to bio-hazardous chemicals/materials.
D. Moderate potential for exposure to blood-borne pathogens and body fluids requiring compliance with Universal Precautions.
E. Moderate keyboard usage and exposure to CRT/monitor.
F. Ability to ambulate through the health system.
G. Long hours to fulfill on-call responsibilities and achieve program objectives.

14. **Knowledge, Skills, Experience Required:**

Must be a graduate of an accredited medical school. Must be eligible for a Full Unrestricted license as a physician or for a Limited Education License to study medicine in the State of Michigan. Must achieve all learning objectives in order to be eligible for graduation or advancement to the subsequent years of residency/fellowship training

15. Chief Residents should see their Program for Chief Resident responsibilities.

This description is intended to indicate the kinds of activities and levels of work difficulty required for positions with this title and should not be construed as declaring the specific duties and responsibilities of any particular position. The duties described should not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

2/07

EXHIBIT B

RESIDENT POST-GRADUATE BENEFITS SUMMARY

This is a brief description of the benefits provided by Hospital. This summary is intended only to provide an overview. Residents are welcome to review the detailed policies in the Human Resource office. ***Benefit plans are reviewed at least annually, and changes may be mandated by governmental regulation or may be desirable from Hospital's standpoint. Hospital reserves the right to add, terminate, alter, or replace the various benefit programs.***

I. RESIDENT/SUBSPECIALTY RESIDENT STIPEND

Residents and Subspecialty Residents are paid a stipend, as specified in their contract, which is payable in biweekly installments.

Program Level 1	$61,000		Program Level 5	$69,000
Program Level 2	$63,000		Program Level 6	$71,000
Program Level 3	$65,000		Program Level 7	$73,000
Program Level 4	$67,000			
Program Chiefs are allotted an extra $2500/year to their program level stipend.				

II. OTHER FINANCIAL BENEFITS

A. **Educational Stipend**- Hospital provides a CME allowance of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) for each academic year.

B. **License Fees** - Each residency year, Hospital will pay the full cost of a Michigan "Educational Limited License" and the Michigan "Controlled Substance License". The Hospital does not pay the full cost of a Permanent Medical or Controlled Substance License. Federal DEA license fees are the responsibility of Resident.

C. **Payroll Advance** – A payroll advance may be arranged through the Medical Education Department for up to Five Hundred and 00/100 Dollars ($500.00). Repayment of such advance will be repaid through payroll deductions. The payroll advance will appear on Resident's first payroll check. Requests for such loans are made through the Medical Education Department.

D. **Meal Allowance** - Resident may receive a set amount for money for meals while on duty at Hospital consistent with the Resident Meals' policy. Annually, Hospital approves a total Resident meal fund that is allocated to the residency programs.

E. **Uniform Allowance –** Three (3) lab coats or one (1) lab coat and one (1) track coat will be provided during the Residency. It is the Resident's responsibility for the laundering of uniform coats and track coats. Resident shall be subject to dress code policy as designated by Hospital.

III. TIME OFF

The purpose of Resident education programs offered by Hospital is education. Hospital recognizes that quality education can only be provided when quality patient care is foremost with attending and Resident physicians. In order for Resident to achieve optimal educational benefit and patients to achieve optimum patient care, a variety of duty hours are necessary. The hours of duty and responsibilities of Resident will be determined by the Residency Programs in conformance with standards set by Accrediting Agencies, specialty guidelines, and high standards for the specialty care patients. Hospital and Resident will abide by all Accrediting Agency requirements regarding duty hours. The specific guidelines followed by Hospital **are attached as Exhibit C.** Time off for any reason must receive prior approval of the Residency Program Director. Resident is responsible for understanding that accreditation, graduation, licensing, and board eligibility may all be affected by Leaves of Absence from a Residency Program. If there is any doubt about the effects of a Leave of Absence on graduation, accreditation, licensing, or board eligibility, Resident is responsible for obtaining written clarification prior to taking the Leave of Absence. The Residency Program Director may provide guidance and assistance. Leaves of Absence must follow Hospital Human Resources' policies. Timely notice of the effect of leave on the ability of Resident to satisfy the requirements of the program completion will be explained to Resident upon their return from Leave of Absence from their program.

A. **Family and Medical Leave** – Consistent with the Family and Medical Leave Act ("FMLA") and applicable Hospital policies, Resident is eligible to take FMLA leave.

B. **ACGME Family Leave Benefit (FLB)**

I. The following types of absences under the FLB are medical (for Resident), maternal, paternal and caregiver leave

1. Maternal and Paternal leave is for the care for the birth and care of a newborn, adopted or foster child, including not-birth parents of a newborn.
2. Caregiver leave is defined as leave to care for a family member that has a serious health condition, including end of life care

II. Paid medical, family or caregiver leave is available beginning on the first day of employment. All residents have a one-time FLB for up to six (6) weeks

III. During the period of leave, the resident will be provided with 100% of their salary for the first six weeks of the first approved medical, parental or caregiver leave of absence.

IV. Residents/Fellows will be provided with a minimum of one additional week of paid time reserved for use outside of the six weeks of the first approved FLB taken. It is expected that vacation time will be used for this additional week.

V. FLB is continuous time off, not intermittent leave on day to day basis. Using FLB a week at a time, up to six (6) weeks, may be considered.

VI. In addition, health and disability benefits for the resident/fellow and dependents will continue uninterrupted during the period of leave of absence if the Resident has Sparrow benefits at the time of the leave.

C. **Vacation Days** - Residents are allowed twenty (20) days working days of vacation which must be requested and taken in accordance with the policies set forth on the Program's vacation request form. Vacation is a yearly benefit. Any unused vacation days will not carry over from one (1) academic year to the next. Unused vacation time has no cash value and will not be paid out at the end of the academic year or termination of this Agreement.

D. **Holidays** - All residents shall have paid time off in accordance with the standard Hospital's paid holiday policy. Currently, six (6) holidays are recognized (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Fourth of July). If Resident is on duty during a recognized holiday, they may schedule an equivalent day off at another time, during the same contract year, with the approval of their Chief Instructor or Residency Program Director. Holiday on call rotations are established in the monthly schedule and any subsequent changes are to be made directly between the individuals involved and approved by the Resident's Residency Program Director. Resident must work at least six (6) hours on the actual holiday to receive an equivalent day off at another time.

E. **Military Service Leave** - Military service leave is allowed without pay consistent with applicable Human Resources policies. Arrangements for a military service leave is to be made through the Residency Program Director with approval by the Director of Medical Education.

IV. INSURANCE: Residents are eligible for the standard Hospital insurance coverage as defined in the Human Resources policies as they exist from time to time. Residents are subject to conditions and details of these policies. Below is a summary:

A. **Professional Liability Insurance** - Hospital provides Residents with professional liability insurance coverage which provides legal defense and protection against awards from claims for alleged acts or omissions of a Resident provided the acts or omissions are within the scope of the Residency Education Program, regardless of when the claim is reported or filed. HOSPITAL PROVIDES NO INSURANCE COVERAGE OF ANY KIND FOR LEGAL DEFENSE OR LIABILITY AWARDS INCURRED AS A RESULT OF MOONLIGHTING ACTIVITIES. Hospital and Resident agree to cooperate fully with the insurance company in the handling of any professional liability claim. Failure on the part of Resident to cooperate in the defense of a claim may result in a loss of insurance coverage.

B. **Health Insurance** – Effective first of the month following date of hire or eligible status change. Resident and Resident's immediate family are eligible for health insurance in one of the following programs when **Resident enrolls within thirty (30) days of hire**: UMH-Sparrow PPO Base, UMH-Sparrow PPO Plus, UMH-Sparrow HDHP/HSA or Blue Cross Blue Shield. J-1 Visa holders are not able to elect the UMH-Sparrow HSA plan due to the deductible exceeding $500 Resident must contribute toward the cost of this coverage. Resident may elect to opt out of health insurance coverage and receive a waiver of coverage bonus of Seventy-Five and 00/100 Dollars ($75.00) per month, if they provide proof of having health insurance coverage through a source other than an entity wholly owned by UMH-Sparrow. These insurance programs provide coverage for inpatient and outpatient medical, psychological, and consulting services. Resident also may participate in the Caregiver Assistance Program for confidential informal issues or concerns.

C. **Disability Insurance** - Effective first of the month following six (6) full months of employment. Pays 60% of base monthly earnings after a 120 day waiting period. You may purchase enhanced benefits including increasing the benefit amount to 66 2/3% of base monthly earnings. Benefits payable until the end of disability or age 65, whichever is greater. Long term disability must be approved to receive payment. Must elect buy-up coverage within thirty (30) days of employment or eligible status change. **If Resident chooses to elect the buy-up coverage, they must enroll within thirty (30) days of employment or eligible status change.**

D. **Life Insurance** – Effective first of the month following 6 months of employment. Benefit equal to 2 times the amount of team member's base annual salary. Full premium paid by

UMH-Sparrow. IRS regulations require coverage in excess of $50,000 be reported as taxable income, which will appear as Group Term Life on earnings. Payable benefit amount reduces once Caregiver is age 65 or older.

E. Supplemental and/or dependent life insurance coverage is available at Resident's expense effective first of the month following six (6) months of employment**. If resident chooses to enroll, they must enroll in supplemental and/or dependent life insurance within thirty (30) days of hire.**

F. **Dental Insurance** - Effective first of the month following date of hire. Delta Dental Plan of Michigan, which includes a Bronze, Silver and Gold plan. Please visit Sparrowbenefits.org for more information. **Resident must enroll in dental benefits within thirty (30) days of hire.**

G. **Vision Insurance –** Effective first of the month following date of hire. VSP Vision, which includes a Bronze, Silver and Gold plan. Residents may cover dependents at their cost, even if the dependents are not covered under a Sparrow dental plan. Residents who do not elect vision or have not met their waiting period may access vision discounts through the VSP Access Plan. Please visit Sparrowbenefits.org for more information. **Resident must enroll in vision benefits within thirty (30) days of hire.**

H. **Illness and Injury Income** - If Resident is medically disabled due to a personal injury or personal illness, Resident is eligible to receive one hundred percent (100%) of their base pay, less withholding taxes, for regularly budgeted hours missed beginning on the first day missed for up to one hundred twenty (120) calendar days if approved by Human Resources via the Leave of Absence process. Official training period credit may be withheld for a sick leave of greater than five (5) consecutive days, based on policies of individual programs' board requirements. At the discretion of the Residency Program Director and the Director of Medical Education, the time of the total program may be extended to an amount equal to the extent of the sick leave.

I. **Flexible Spending Accounts** - Opportunity for tax savings by paying for eligible health and/or dependent care with pre-tax dollars. Participants will be issued a debit card which may be used for eligible FSA expenses. Voluntary participation is effective the first of the month following 30 days of employment. **Resident must enroll in flexible spending account within thirty (30) days of hire and must re-elect each year during Open Enrollment.**

I. **401(k) Plan** – Residents become participants in the 401(k) Plan upon hire. Following a 60-day opt-out period, an automatic pre-tax contribution of 6% of pay will be deducted from each paycheck as soon as administratively possible. Residents may choose to make post-tax contributions to the Roth 401(k). Residents will receive an employer match of 50% up to the first 6% of pay contributed each pay period. Please refer to the Summary Plan Description for vesting details. In addition, after obtaining one year of eligible service, UMH-Sparrow will contribute 3% of the Residents pay annually.

J. **Bereavement**-- Eligibility begins on employment date. Up to 3 scheduled working days over a period of two weeks for immediate family members as defined in policy.

K. **Employee Assistance Program**-- Eligibility begins on employment date. Confidential counseling and work life support available at no charge.

L. **Pharmacy Discount--** PHARMACY DISCOUNT: Over-the-counter medication is eligible for a 20% discount off the retail price. Discount available at Pharmacy Plus locations.

M. **Fitness Discounts**-- Residents may join the Michigan Athletic Club (MAC) at a discounted rate and no enrollment fee. Discounted Kids Klub and MAC Lessons/Programs. Membership includes unlimited access to the team member only fitness centers on the UMH-Sparrow campuses. Residents may also join only the fitness center. Residents and their dependents also receive discounts at AL!VE including all programs, services and memberships.

N. **Hearing Aid Discount**-- Effective upon hire date. Free enrollment in the TruHearing MemberPlus Program, which provides access to a national network of hearing aid professionals and discounted products for Residents and their family members.

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O. **Sparrow Personal Assistants (SPA)--** SPA is the health system's concierge service and they can help balance your personal and professional life by assisting with small time consuming tasks. Services include personal services such as ordering uniforms, dry cleaning, auto services, postal services and purchasing gift cards.

P. Voluntary Benefits including Accident, Critical Illness, Hospital Indemnity, Legal and Identity Protection insurance plans are available for purchase through convenient payroll deductions. In addition, team members are eligible for discounts on Auto, Home and Pet Insurance, as well as have access to local, regional, and national discounts through our LifeBalance Program.

V. OTHER BENEFITS

A. **Parking** - Hospital parking privileges will be provided free-of-charge.

B. **Faculty Appointment** - Resident may be eligible for a clinical faculty appointment at an appropriate level, by the Michigan State University Colleges of Human or Osteopathic Medicine.

C. **Quarters** - Call quarters are provided for duty periods. Hospital provides no housing for Residents other than the on-call quarters. Personal housing must be obtained and paid for directly by Resident.

Benefit plans are reviewed at least annually, and changes may be mandated by governmental regulation or may be desirable from Hospital's standpoint. Hospital reserves the right to add, terminate, alter, or replace the various benefit programs but shall do so in a manger consistent for all similarly situated Hospital employed Residents.

Exhibit C

General Guidelines for Clinical Experience and Education Work Hours

Duty Hour Rule	Explanation
Maximum Hours of Clinical and Educational Work per week	Clinical and educational work hours must be limited to no more than 80 hours per week, averaged over a four-week period, inclusive of all in-house clinical and educational activities, clinical work done from home, and all moonlighting. Work at home must be counted as part of the 80-hour weekly limit such as using an electronic health record and taking call from home. Reading done in preparation for the following day's cases, studying, and research done from home do not count toward the 80 hours. Resident decisions to leave the hospital before there clinical work has been completed and to finish work later from home should be made in consultation with the resident's supervisor. Time spent in the hospital by Residents coming in from at-home call must count towards the 80-hour maximum weekly hour limit. Time spent by Residents in Internal and External Moonlighting must be counted towards the 80-hour Maximum Weekly Hour Limit. PGY-1s and J-1 Visa holders are not permitted to moonlight. Intermediate Residents and Residents in their final year may moonlight but must meet the programs requirements, the hospitals requirements, and the State Board of Medicine's licensure requirements prior to engaging in internal or external moonlighting. Moonlighting hours must be documented in the New Innovations' Duty hour module.
Mandatory Time Free of Clinical Work and Education	Residents should have eight hours off between scheduled clinical work and education periods. There may be circumstances when residents choose to stay to care for their patients or return to the hospital with fewer than eight hours free of clinical experience and education. This must occur within the context of the 80-hour and the one-day-off-in-seven requirements. Residents must have at least 14 hours free of clinical work and education after 24 hours of in-house call. Residents must be scheduled for a minimum of one day in seven free of clinical work and required education (when averaged over four weeks). At-home call cannot be assigned on these free days. The frequency of at-home call is not subject to the every-third-night in-house call limitation but must satisfy the requirement for one-day-in-seven free of duty, when averaged over four weeks.
Maximum Clinical Work and Education Period Length	Clinical and educational work periods for residents must not exceed 24 hours of continuous scheduled clinical assignments. Up to four hours of additional time may be used for activities related to patient safety, such as providing effective transitions of care, and/or resident education. Additional patient care responsibilities must not be assigned to a resident during this time such as the care of new patients. The 24 hours and up to an additional four hours must occur within the context of the 80-hour weekly limit, averaged over four weeks.
Maximum In-House On-Call Frequency	Residents may not be assigned to in-house call activities more frequently that every third night when averaged over a four-week period.
In-House Night Float	Night float must occur within the context of the 80-hour and one-day-off-in-seven requirements. Each program's Review Committee may specify the maximum number of consecutive weeks of night float and the maximum number of months of night float per year. Each Program Director will be familiar with the specifics of the determination from their Review Committee.
At-Home Call	Time spent on patient care activities by residents on at-home call must count toward the 80-hour maximum weekly limit. The frequency of at-home call is not subject to the every third night limitation, but must satisfy the requirement for one day in seven free from clinical work and education, when averaged over four weeks. Residents are permitted to return to the hospital while on at-home call to provide direct care for new or established patients. These hours of inpatient patient care must be included in the 80-hour maximum weekly limit.
Moonlighting	Moonlighting must not interfere with the ability of the resident to achieve the goals and objectives of the educational program and must not interfere with the resident's fitness for work nor compromise patient safety. Time spent by residents in internal and external moonlighting must be counted toward the 80-hour maximum weekly limit. PGY-1 and J-1 visa holders are not permitted to moonlight.

I have read all the Clinical Experience and Education rules and understand that I must adhere to them:

_____ Date_____

Medical Education Compact:
A Compact for Residents and Faculty

This document is a declaration of the fundamental principles of medical education and the major commitments of both resident/fellow physicians and faculty to the educational process; to each other and to the patients they serve. The Compact's purpose is to provide a statement that will foster open communication, clarify expectations and re-energize the commitment to the primary educational mission of training tomorrow's doctors.

To meet their educational goals, the resident/fellow must participate actively in the care of patients and must assume progressive responsibility for that care as they advance through their training. In supervising medical education, faculty must ensure that the resident/fellow acquires the knowledge and skills of their respective disciplines while adhering to the highest standards of quality and safety in the delivery of patient care services.

The Medical Education Compact:

I will provide excellence in Medical Education - Institutional sponsors of medical education programs and program faculty must be committed to maintaining high standards of educational quality. The resident/fellow is first and foremost a learner. Accordingly, a resident/fellow's educational needs should be the primary determinant of any assigned patient care services. The resident/fellow must, however, remain mindful of their oath as physicians and recognize that their responsibilities to their patients always take priority over purely educational considerations.

I will provide the highest quality patient care and safety - Preparing future physicians to meet patients' expectations for optimal care requires that they learn in clinical settings upholding the highest standards of medical practice. Indeed, the primary obligation of institutions and individuals providing medical education is the provision of high quality, safe patient care. By allowing the resident/fellow to participate in the care of their patients, faculty accept an obligation to ensure high quality medical care in all learning environments.

The following patient care situations require **immediate**, direct communication between resident/fellow and attending physician (or nurse designee in situations where resident must attend to emergent stabilization):
*Note: attendings **must** discuss the plan of care **at the time of the decision** to admit to the hospital*

- Any patient arriving in the ICU with unstable status (unstable vitals, hypoxia)
- Transfer of patient to a higher level of care
- Rapid Response event
- Acute unexpected deterioration in patient's condition (examples include):
  - Cardiac arrest/ACS/STEMI/Cardiac Alert activation
  - Hemodynamic instability (including arrhythmia)
  - Need for intubation/ventilatory support
  - Development of significant neurologic changes/Stroke Alert initiated
- Invasive procedures (e.g. chest tube, central line, intubation, emergency bronchoscopy)
- Use of lytic medications/paralytics (cannot be used without attending present)
- Patient leaving against medical advice
- Patient requiring transfer to another facility
- Change in code status (DNI/DNR or change to Comfort Care)
- Unexpected patient death
- Initiation of a physician certification for mental health purposes or determination/change in patient capacity status
- Any situation in which the resident/fellow is unable to manage the volume of patients

It is mandatory that the resident/fellow notify the attending as soon as possible (notification should not delay the provision of appropriate and urgent care for the patient). If the resident/fellow, despite their best efforts, cannot reach the attending, they should contact the program director, medical director of the service or department chair for guidance. The attending of record is responsible for the patient's safety and quality of care.

The University of Michigan Health-Sparrow Medical Education Promise

A mutual compact between residents/fellows and UMH-Sparrow

Our mission is to advance health to serve Michigan and the World.

As a Resident/Fellow, I promise to:

Embrace Innovation

» Deploy evidence-based state-of-the-art medicine
» Promote research and education to contribute to the mission and vision of the hospital and ourselves
» Embrace innovation, continuous improvement and research
» Commit to developing leadership and volunteering to further the hospital's mission and vision

Foster Compassion

» Ensure the Patient always comes first
» Encourage Patient involvement in care and treatment decisions
» Demonstrate the highest levels of professional conduct and respect towards patients, their families and caregivers

Be Accountable

» Contribute to strategic decision-making
» Collaborate and ensure availability and coverage for every service
» Participate in departmental and hospital wide activities to ensure that governance is relevant and functional

Promote Respect

» Promote healthy communication with all caregivers
» Attend departmental meetings and medical staff related activities
» Advocate for the patient and team-based medicine
» Adhere to the code of conduct

Strive for Excellence

» Implement best practices, quality improvement initiatives and respond to clinical data to foster a culture of safety
» Hold ourselves and our team accountable for key performance standards
» Assist in recruiting and retaining excellent physician and clinical staff
» Diligently employ patient-centered best practices
» Reinvest in one's own ongoing intellectual and professional development

Commitments of Resident/Fellow

1. We acknowledge our fundamental obligation as physicians is to place our patient's welfare uppermost; quality healthcare and patient safety will always be our prime objective.

2. We pledge our utmost effort to acquire knowledge, clinical skills, attitudes and behaviors required to fulfill all objectives of the educational program and to achieve the competencies deemed appropriate for our chosendiscipline.

3. We embrace UMH-Sparrow's professional values of caring, innovation, inclusion, integrity and teamwork.

4. We will adhere to the highest standards of the medical profession and pledge to conduct ourselves accordingly in all of our interactions. We will demonstrate respect for all patients, and members of the healthcare team without regard to gender, race, national origin, religion, economic status, disability or sexual orientation

5. As physicians in training, we learn most from being involved in the direct care of patients and from the guidance of faculty and other members of the healthcare team. We understand the need for faculty to supervise our interaction with patients.

6. We accept our obligation to secure direct assistance from faculty or appropriately experienced senior residents/fellows whenever we are confronted with high-risk situations or with clinical decisions that exceed our confidence or skill to handle alone.

7. We welcome candid and constructive feedback from faculty and all others who observe our performance, recognizing that objective assessments are indispensable guides to improving our skills as physicians.

8. We also will provide candid and constructive feedback on the performance of other resident/fellow learners, of students, and of faculty, recognizing our lifelong obligation as physicians to participate in peer evaluation and quality improvement.

9. We recognize the rapid pace of change in medical knowledge and the consequent need to prepare ourselves to maintain our expertise and competency throughout our professional lifetimes.

10. In fulfilling our own obligations as professionals, we pledge to assist both medical students and other learners in meeting their professional obligations by serving as their teachers and role models.

11. We will adhere to the requirements for required communication regarding patient care between a resident/fellow and supervising/attending physician.

_____ _____

Signature Date

_____

Printed Name