

Dear Dr. <<LastName>>:

Northwestern Medicine Marianjoy Rehabilitation Hospital (the “**Hospital**”) and its Physical Medicine and Rehabilitation (PMR) residency program appoints you to its training program to provide you with graduate medical education experience at the postgraduate year PGYXX level of training from <<StartDate>> to<<End Date>> (the “**Program**”). Compensation status will be <<Compensation Status>>.

The Hospital will act as both the primary site of your clinical training in the Program and as the Sponsoring Institution of the Program (“**Sponsoring Institution**”). The Program is under the direct administration of Marianjoy and the educational standards for performance in the Program shall be established and administered by Marianjoy. You may rotate to other care facilities and settings during the Program, as assigned.

The primary purpose of the Program is educational and the Program follows policies and procedures set forth by Hospital. The Accreditation Counsel for Graduate Medical Education (“**ACGME**”) accredits this Program and the Program currently meets all applicable ACGME requirements. Advancement (reappointment) is from year to year and is contingent upon your continued academic good standing and satisfactory performance of assigned rotations and duties as determined by evaluations from the Program Director and teaching faculty. At all times, all clinical care rendered by you will be under the direction and supervision of each patient’s attending physician, who is a member of Hospital’s or other facilities’ medical staff.

Your appointment to the Program is contingent upon (i) your execution of, and compliance with, the terms of this letter agreement; (ii) you obtaining a valid Illinois medical license; and (iii) you obtaining appropriate U.S. immigration status, if applicable, that permits you to engage in the activities outlined in this letter agreement. You cannot start training unless you (1) are duly licensed and (2) possess the appropriate U.S. immigration status, if applicable. It is your responsibility to obtain such medical licensure and appropriate U.S. immigration status, if applicable, prior to the start date noted above. Failure to secure licensure and/or appropriate U.S. immigration status automatically nullifies the offer of this appointment. Hospital reserves the right to terminate your appointment at any time for failure to comply with this provision in a timely fashion. Personnel in the Residency Program office at Hospital may be able to provide reasonable administrative assistance in your efforts with medical licensure.

The Marianjoy PMR Residency Program Manual (the “**Manual**”) is available on Northwestern Medicine’s intranet, NMI, at <https://nmhealth.sharepoint.com/sites/nmi> (which will be accessible to you on your start date) or upon request. The Manual (containing Marianjoy Program-specific policies) is incorporated herein by reference and sets forth the terms and conditions of your appointment, including, but not limited to, stipend, benefits including health insurance for residents and their eligible dependents, liability coverage, responsibilities, provided services, conditions for appointment and non-reappointment, grievance procedures and due process, vacation and leaves (including effect of leave), clinical and educational work hours and moonlighting, and counseling services. The Manual also contains Hospital policies regarding physician impairment, sexual and other forms of harassment, Program closure or reduction in complement, and information related to eligibility for specialty board examinations. In the event of any conflict between this letter agreement and the Manual, the terms of the Manual shall prevail.

Term

The term of this letter agreement is one (1) year commencing <<Start Date>>, unless your appointment is terminated earlier as provided herein. You may be considered for advancement to succeeding postgraduate years of training in the Program if your performance is judged to be satisfactory and you have complied with the Program's requirements, but such advancement is not guaranteed. Your continuation in the Program beyond the current term of this letter agreement requires a separate agreement for any succeeding training year and will be determined by the Program in its sole discretion.

Rules, Policies and Guidelines

As a Marianjoy trainee you will be required to abide by the rules, policies and procedures contained in the Manual, the applicable policies, procedures, bylaws, orders, rules and regulations of Hospital's medical staff, and the guidelines established by applicable regulatory and accrediting bodies, including but not limited to the ACGME Notice Data Sharing.

Conditions of Appointment

Your appointment to the Program is conditioned on each of the following, including pre-appointment screening for illicit drugs, a pre-appointment criminal background check, and various other requirements as listed below. If any one of these conditions is not satisfied by the time you begin your appointment and/or at any time during the term of your appointment, your appointment may be immediately terminated by Marianjoy.

- You must continuously be licensed by the State of Illinois to provide medical services.
- You must not have been barred from participation in any plan that collects government monies or uses government monies to pay healthcare expenses.
- You must fulfill all of the requirements for professional malpractice and other applicable liability coverage established by the hospitals at which you receive clinical training.
- You must be a citizen of the United States or, if you are not a citizen of the United States, you must obtain all approvals and permissions necessary to allow you to participate in the training Program, including selective service registration as a requirement for Veterans Affairs rotations.
- You must provide evidence of recent health evaluation and vaccinations as required by Hospital. You must comply with any additional policies and procedures required by Hospital regarding vaccinations and drug and health testing.
- If requested during your appointment, you must provide reasonable documentation regarding the current status of any professional qualifications or other qualifications set forth herein.
- You must at all times act in a professional manner, indicative of good moral character, and comply with all applicable laws and regulations and the standards of ethics applicable to the medical profession (including, but not limited to, confidentiality, truthfulness, and HIPAA compliance) as determined by Hospital in its sole discretion.

- You must immediately notify Hospital of any action, investigation or proceeding, termination, suspension, revocation, or material change in, or any similar action initiated with respect to, any of the qualifications set forth above including, without limitation, your license to practice medicine.
- You must undergo a criminal background check prior to entering the Program. A conviction may, at the discretion of Hospital, nullify an appointment. Incoming trainees may be required, at the discretion of Hospital, to participate in an onsite interview prior to orientation to review issues identified on the background check.

Stipend and Benefits

You will receive an annual stipend and benefits, including health insurance and disability benefits. Your stipend will be subject to required withholding and taxes. Hospital may, at its sole discretion, change or amend, in whole or in part, or revoke any one or more of such benefit programs or adopt new benefit programs. Marianjoy residents are not eligible for NM educational support program benefits and student loan repayment benefits. Marianjoy resident-specific benefits, including provided and voluntary benefits, are detailed in the Manual.

Professional Liability Coverage

During your appointment, Hospital – as the Sponsoring Institution – will be responsible for obtaining and maintaining professional liability coverage covering your clinical activities performed as a participant in the Program. The terms and limits of such coverage will be subject to Hospital's reasonable determination. Sponsoring Institution ensures residents are aware of substantial changes to their professional liability coverage in the event such changes occur. At all times during your appointment and after its termination, you must cooperate with representatives and legal counsel of Hospital in risk management activities and the defense of professional liability claims. You will remain responsible for defending any claim or lawsuit against you if the basis of the claim or lawsuit occurred prior to your appointment, regardless of when such claim or lawsuit is first asserted.

Termination of Appointment

Your appointment as a member of the Program may be terminated by Hospital as set forth below:

- If you fail to satisfy any of the conditions described above;
- To the extent not prohibited by applicable law, if you become physically or mentally disabled and such physical or mental disability prevents you from carrying out your duties under your appointment for 90 consecutive days or such other period as is required prior to the payment of benefits under Hospital's long-term disability policy applicable to trainees, as in effect from time to time;
- If you are convicted of a felony or a crime that, in the sole discretion of Hospital, has a material adverse effect on the reputation of Hospital;
- If you are found to be under the influence of illicit drugs or alcohol or otherwise impaired;
- If you become ineligible for professional liability coverage and Hospital is unable to secure or maintain at commercially reasonable rates professional liability coverage on account of your professional actions; or

- If you are barred from the premises of Hospital because Hospital reasonably believes that your actions or failure or refusal to act may affect the safety and/or welfare of any patient, staff member, visitor and/or the environment of Hospital.

It is expected that you will complete your appointment unless your appointment is terminated as described above or as otherwise agreed upon between you and the Program Director. If you decide, however, to prematurely terminate your appointment, you are required to provide a minimum of 60 days' notice and shall work with the Program Director to provide for a smooth transition.

Certification

Upon completion of the Program with satisfactory performance as determined by the Program Director, you will be eligible to receive a certificate evidencing your completion of the Program. Certification of completion of the Program will be contingent upon you (i) returning all property of Hospital such as pagers, IDs, equipment, etc.; (ii) completing all medical records for which you are responsible; (iii) completing all administrative tasks such as duty hours, rotation, and faculty evaluations; and (iv) settling any other professional or financial obligations to Hospital or any other facility.

Non-Competition

Neither Sponsoring Institution nor any of the facilities at which you may rotate during your appointment will require you to sign a restrictive covenant.

Non-Disclosure

During the course of your participation in the Program, you will acquire information concerning Hospital's finances, business practices, long-term and strategic plans, physician and patient information, and similar matters ("**Confidential Information**"). The Confidential Information is and shall remain the sole and exclusive property of Hospital. Except as required by law, you may not at any time during or after your appointment, use for any purpose or disclose or distribute to any person or entity any of the Confidential Information.

PLEASE SIGN and DATE to indicate that you accept this appointment on the terms set forth in this letter.

Thank you for your prompt attention to this procedure and welcome to Northwestern Medicine Marianjoy Rehabilitation Hospital.

Sincerely,

Larissa Pavone, MD
VP - Chief Medical Officer
PM&R Program Director

Susan L. Brady, DHEd, CCC-SLP, BCS-S, ASHA Fellow
Vice President, Operations
Designated Institutional Official

I HEREBY ACCEPT THE APPOINTMENT ON THE TERMS SPECIFIED ABOVE

<<FirstName>> <<Middle >> <<Last Name>>

SAMPLE AGREEMENT