

RESIDENT EMPLOYMENT AGREEMENT

This RESIDENT EMPLOYMENT AGREEMENT (“Agreement”), is dated ____ as of by and between INSIGHT HOSPITAL AND MEDICAL CENTER, CHICAGO (IHMCC) and Name, DO/MD (“Resident”), for a period of 12 months, the academic year ending _____.

RECITALS

- A. INSIGHT HOSPITAL and MEDICAL CENTER, CHICAGO (IHMCC) is organized and operates exclusively for charitable purposes, including the provision of health care services through hospitals and healthcare facilities, including IHMCC through which it provides health care services to the community in its service area, and in conjunction therewith, maintains a training program approved by the Accreditation Council for Graduate Medical Education (“ACGME”) as the case may be during the term of this Agreement, to provide education and training to postdoctoral medical residents and fellows, among others, in accordance with the Hospital’s Graduate Medical Education Program, including the postdoctoral education and training program at IHMCC in the field of Internal Medicine (“Training Program”)
- B. Resident applied to and been accepted for participation in the **Categorical** Training Program as Graduate Medical Education (“GME”) level PGY _____
- C. The Resident desires to be employed by IHMCC for purposes of participating in the **categorical** Training Program and IHMCC desires to employ Resident for such purposes, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending legally to be bound, hereby agree as follows:

1. Employment.

1.1. Conditions Precedent to Employment.

The initial employment of Resident by Insight Hospital and Medical Center, Chicago (IHMCC) and the commencement date of the Term of Resident’s initial employment are subject to the prior satisfaction or waiver by IHMCC of completion of due diligence reviews and background checks of Resident and Resident hereby consents to such reviews and background checks. Such background checks may include, but are not limited to, investigations into whether: Resident has been suspended or excluded from participation in the Medicare or Medicaid Programs Resident’s license to practice medicine in any jurisdiction has been suspended, revoked, or otherwise restricted; Resident has been the subject of any complaint or report concerning Resident’s competence or conduct to any state medical or professional licensing agency;

Resident’s privileges at any hospital, health care facility, or under any health care plan have been denied, suspended, restricted, or terminated; Resident’s controlled substance registration certificate issued by the Drug Enforcement Administration or the State of Illinois has been suspended, revoked, or not renewed; Resident has ever been charged with the commission of a crime, other than minor traffic

offenses; Resident has satisfactorily completed and obtained all necessary requirements, certificates and approvals to participate in the Training Program, including but not limited to residents will not be eligible to commence PGY-3 training unless Resident has successfully and satisfactorily completed COMLEX USA-3/USMLE-3 pursuant to ACGME standards as of the commencement date of the Term; and Resident has engaged, or allegedly has been in engaged, in any conduct which, in IHMCC sole discretion, IHMCC believes may reflect poorly on the Resident or IHMCC. If requested by IHMCC, Resident shall submit to drug and/or alcohol screening tests, and the results of such test shall be satisfactory to IHMCC.

IHMCC reserves the right to, and Resident agrees IHMCC may, repeat or conduct any additional background checks and reviews, including drug and/or alcohol screening tests, as IHMCC deems necessary in its sole discretion from time to time during the Term of this Agreement and Resident hereby consents to and agrees to cooperate with same.

1.2 Employment Engagement and Position Description.

Subject to Section 1.1, IHMCC hereby employs Resident, and Resident accepts employment by IHMCC to participate in the postdoctoral education and **category** training program at IHMCC in the Training Program and pursuant thereto provide such professional medical and administrative services as requested by IHMCC from time to time (collectively, "Services"). Resident accepts this employment according to the terms of this Agreement. Except as may be expressly provided to the contrary herein, Resident shall provide Services for IHMCC on a full-time and exclusive basis, devoting all of his or her professional efforts. Resident shall not engage in the practice of medicine other than on behalf of IHMCC, except as may be expressly provided to the contrary herein or with prior written consent of IHMCC.

1.3 Conflict of Interest; Moonlighting.

1.3.1 Conflict of Interest. Resident agrees to comply with IHMCC Conflict of Interest Policy applicable to its residents, as published and amended from time to time. Resident shall not accept employment or contractual obligations with any other entity, organization or individual or otherwise engage in the private practice of medicine, except as may be otherwise expressly permitted to the contrary herein, or, in each other instance, without prior written approval of IHMCC. Failure to acquire prior written approval will constitute a material breach of this Agreement. Further, Resident agrees to execute necessary documents or certifications of disclosure pursuant to the Conflict of Interest Policy.

1.4 Private Practice Exception. If Resident spends any portion of his or her professional time engaged in or counseling activities which are prohibited by the Directives, he or she must do so in a limited private-practice capacity outside the scope of his or her employment hereunder (e.g. Moonlighting), and the provisions of Exhibit A, attached to this Agreement and incorporated herein, shall apply.

1.5 Applicable Standards. (*Institutional requirement IV.C.2.a*) Resident shall perform all Services hereunder in a cooperative, collegial and non-disruptive manner and in compliance with all relevant federal and state laws, regulations, and standards governing the practice of medicine. Resident shall perform all duties hereunder in conformance with all requirements of IHMCC policies and procedures (including but not limited to privacy policies) and IHMCC's Corporate Compliance Program. Resident further agrees to: (i) meet and maintain at all times all resident eligibility requirements for participation

in the **categorical** Training Program, including obtaining appropriate or necessary training licenses consistent with applicable state and local requirements; (ii) perform all duties assigned by IHMCC to Resident to the best of his or her ability; (iii) maintain and comply with standards of intellectual, educational, temperamental, moral, ethical and professional competence, conduct, performance and responsibilities as determined by IHMCC, and to conduct him or herself in a professional and ethical manner at all times; (iv) comply with all ACGME Program Requirements, GMEC Policies and the policies and procedures applicable to residents of IHMCC and, as applicable, training sites to which Resident is assigned; (v) devote his or her entire effort to the Training Program and engage only in such activities of a professional nature as are approved by IHMCC and are in compliance with ACGME Program Requirements; (vi) refrain from engaging or participating in any professional or nonprofessional activities outside the scope of the Training Program which would interfere with Resident's effective performance of this Agreement; and (vii) follow the policies and procedures delineated for evaluation of Resident's performance. Resident agrees to participate in such education and training sessions as IHMCC may require from time to time, including without limitation sessions regarding IHMCCs' mission, legal compliance, and risk management and any other standard described in this Section 1.5.

1.6 Patients; Nondiscrimination. In connection with the Services under this Agreement, Resident shall (i) participate in, and abide by all applicable requirements and guidelines of, all third-party payor agreements and health plans designated by IHMCC, including without limitation, the Medicare and Medicaid programs and will not contract or participate with any other third-party payor or health plan or other contracting organization without the prior written consent of IHMCC; and (ii) provide services without regard to of sex, race, color, religion, disability, source of payment, or national origin. Such treatment shall be consistent with the facilities, personnel, and equipment available and in conformity with the prevailing professional standard of care in the community.

1.7 Notice of Adverse Event. During the term of this Agreement, Resident shall notify IHMCC immediately, or as soon as possible thereafter, in the event that: (i) Resident's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted; (ii) A complaint or report concerning Resident's competence or conduct is made to any state medical or professional licensing agency, including without limitation, the Illinois Department of Financial and Professional Regulation, Division of Professional Regulation; (iii) Resident's controlled substance registration certificate (issued by the Drug Enforcement Administration or State of Illinois), if any, is being, or has been, suspended, revoked, or not renewed;

(iv) Resident's participation as a Medicare or Medicaid provider is under investigation or has been terminated, or if Resident is currently, or has been, excluded from any Federal health care program; (v) Resident's conviction of a felony or crime of moral turpitude.

2. Obligations of INSIGHT HOSPITAL and MEDICAL CENTER, CHICAGO (IHMCC).

2.1 Training Program. (*Institutional Requirement IV.C.2.k*) IHMCC shall: (i) provide Resident a **categorical** educational program substantially in accordance with ACGME standards, requirements, policies procedures, rules and regulations (collectively, "ACGME Program Requirements") for residency education and training, as may be modified from time to time, and reasonably necessary space, equipment, and supplies, management, and support staff related thereto, including but not limited to the provision of sleeping quarters and access to food or a reasonable food allowance for extended work periods as necessary; (ii) define the duties of Resident within the **categorical** Training Program;

(iii) furnish Resident with a copy of its education program (which serves as a guide for residency training), including but not limited to grievance and due process procedures, leave of absence policy, sick leave policy, policy on effects of leaves on satisfying criteria for Training Program completion, policy on moonlighting and other professional activities outside the Training Program, policy on physician impairment and substance abuse, policy on sexual harassment, policy on closure of Training Program or reduction in approved trainee positions; and (iv) operate the Training Program in substantial compliance with the site-related government requirements as applicable to the IHMCC in its capacity as the base institution (as defined in the Program Requirements, as may be revised from time to time by ACGME); (v) provide Resident with or make available a copy of the policies and procedures of IHMCC's Graduate Medical Education Committee ("GMEC") and the GMEC's policies and procedures ("GMEC Policies"), provided IHMCC may modify any of the GMEC Policies at any time, with or without notice or consent of Resident; (vi) compensate Resident in accordance with Section 3 below; (vii) provide professional liability insurance in accordance with Section 2.2 below; (viii) upon successful completion of the Training Program and satisfaction of all obligations to IHMCC, present a certification of successful completion. Board eligibility will be consistent with ACGME and specialty Board requirements for each program.

2.2 Professional Liability Insurance. *(Institutional requirement IV.C.2.f)* As of the commencement date of the Term and at all times throughout the Term of Resident's employment hereunder, Insight Hospital and Medical Center, Chicago (IHMCC) will maintain or cause to be maintained professional liability insurance covering Resident in such amounts as shall be determined by IHMCC for all acts or omissions arising from Services, regardless of whether such claims are made during the Term or thereafter. IHMCC shall select and may change the insurance carrier. Resident shall only be covered by IHMCC's professional liability coverage while Resident is acting within the scope and course of employment with IHMCC shall have the sole right and authority as to the handling of claims, including settlement thereof.

3. Compensation, Assignment and Billing.

3.1 Compensation. *(Institutional requirement IV.C.2.c)* In consideration for Resident's Services, IHMCC shall pay Resident a stipend of _____ commensurate to the median Chicago resident salary. All such compensation shall be paid in installments in accordance with IHMCC's usual and customary payroll practices, subject to all applicable withholding and deductions, in accordance with the applicable policies and payroll practices of IHMCC.

3.2 Benefits. *(Institutional requirement IV.C.2.g)* During the Term of this Agreement, Resident shall be entitled to all such employment benefits as may, from time to time, be made generally available to residents of IHMCC shall have the right to determine and change the types, availability and employee costs of benefits made available to residents at any time and from time to time, including health, dental, vision, paid time off and other benefits. The benefits as appropriate, will be made available to the employee's eligible dependents.

3.3 Service Revenues Assignment: Other Non-Patient Revenues. All revenues generated directly or indirectly by Resident acting within the scope of his employment shall be the exclusive property of IHMCC, and Resident assigns to IHMCC such revenues and the right to bill for and collect any charges made for his or her Services rendered to patients.

3.4 Fee Schedule; Billing and Collection. IHMCC shall include all professional fees within the compensation for each Resident and shall periodically review and evaluate the appropriateness of those fees. IHMCC agrees that all fee schedules shall be based on community and industry standards. IHMCC shall bill and collect any fees or charges for Services rendered by Resident pursuant to this Agreement. Resident shall prepare specific, accurate and timely medical records in accordance with IHMCC policies and the requirements of Medicare and other third party payors to enable IHMCC to timely bill, and receive payment for,

Resident's Services. In the event that Medicare or any other third party payor refuses to pay IHMCC for any of Resident's Services because Resident has not timely and accurately prepared and submitted the medical records for such Services, then Resident may be subject to disciplinary action. Resident shall also cooperate with and assist IHMCC in the collection of such fees and charges. If any fees are received by Resident, such amounts shall be assigned and turned over to IHMCC. Resident agrees that his or her sole compensation for the Services provided under this Agreement shall be the compensation paid by IHMCC as provided in Section 3.1.

3.5 Work Hours Policy. (*Institutional requirement IV.C.2.1*) Clinical and educational work hours are defined as all clinical and academic activities related to the residency/fellowship program. This includes inpatient and outpatient clinical care, in-house call, short call, night float and day float, time engaged in transitions of care, assigned research activities which are part of the program's required curriculum, and administrative duties related to patient care, such as completing medical records, ordering, and reviewing lab tests, and signing orders. If attendance at an off-site conference is required by the program (e.g., a resident is presenting a paper or poster), those hours (but not travel time or non-conference hours) should be included as clinical and educational hours.

In addition, hours spent on activities that are required in the accreditation requirements, such as membership on hospital committees, or that are accepted practice in programs, such as residents'/fellows' participation in interviewing residency/fellowship candidates, must be included in the count of clinical and educational work hours, which shall never exceed 80 hours per week.

3.6 Moonlighting Policy. (*Institutional requirement IV.C.2.1*) Any professional clinical activity that is defined as medical practice by state where it occurs that is performed outside of the scope of training of residency program will consider independent medical practice (i.e., "Moonlighting"). This includes dictation of patient records where the patient was not seen in the scope of training. Moonlighting may only be conducted with explicit written approval of the Program Director and Designated Institution Official (DIO). Withdrawal of an approval can also be done at any time due to adverse effects on residents.

4. Commencement and Term. (*Institutional requirement IV.C.2.b*) The term of Resident's employment shall commence on _____ and shall continue for a period of 12 (twelve) months ending _____, subject to extension by IHMCC in accordance with Section 8 below ("Term"). Upon expiration or termination of this Agreement, neither party shall have any further obligations except for obligations accruing prior to the date of expiration or termination and obligations which are expressly made to extend beyond the termination of this Agreement.

4.1 Promotion and Reappointment. (*Institutional requirement IV.C.2.d*) Advancement to the next year of a residency program must be based on evidence of satisfactory performance in the six general

competencies including demonstrated ability to assume graded and increasing responsibility for patient care as outlined in the Institutional, Common and Specialty program requirements. Each program will develop promotion criteria for each change of assignments and for graduation. Non-promotion to the next training level decisions must be made by the program director with advisement by the program's Leadership.

4.2 Vacation and Leave of Absences. *(Institutional requirement IV.C.2.i)* Each resident/fellow trainee is granted a total of fifteen (15) business days of paid time off (PTO) for vacation, five (5) days for sick/wellness/mental health leave and five (5) days for CME. Vacation time can be taken only during elective rotations and no more than a 2-week block at time. *PTO must be taken within the current contract year and may not be carried over.* PTO and CME are subject to prior approval by the chief resident and PD. All policies are in keeping with program, departmental, specialty board and ACGME Review Committee requirements

Residents/fellows will be provided with a minimum of six weeks of approved medical, parental and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once and at any time during the full term of the ACGME-accredited program, starting with the first day resident/fellow is required to report. Refer to policies in GME for additional details.

4.3 Effect of leave of absence on program requirements. *(Institutional requirement IV.C.2.j)* All requirements of residency and fellowship training program must be fulfilled prior to the completion of training. The Program Director, with the Clinical Competency Committee, is responsible to notify the Resident or Fellow as to the effect of leave on their training timeline. Residents and Fellows may be required to extend their length of training to meet all residency program requirements. The Residency Review Committee for the training program and the Residency/Fellowship Program Director determine the length of training to be completed following a leave of absence. Any concern regarding the potential effect of the leave of absence on satisfying program requirements must be communicated to the resident/fellow at the time the request is made by the Program Director.

5. Termination. Resident's employment shall terminate upon any of the following events:

5.1 Termination by Agreement. This Agreement may be terminated at any time upon the terms set forth in a written document signed by both parties.

5.2 Termination For Cause. Either party may terminate this Agreement for cause in the event the other party fails to perform its covenants and obligations pursuant to this Agreement (a "Violation") by giving thirty (30) days prior written notice of termination specifying the Violation to the other party and such Violation is not corrected within the 30 day notice period ("Cure Period"). Notwithstanding the foregoing, if within six (6) months following the Cure Period a subsequent Violation is committed by the same party that is the same or similar to that party's prior Violation, then the non-breaching party may terminate this Agreement with thirty (30) days' prior written notice but without having to provide any further Cure Period.

5.3 Immediate Termination For Cause. Insight Hospital and Medical Center, Chicago (IHMCC) may immediately terminate this Agreement, without a Cure Period, at its sole option, upon providing written notice to Resident, in the event: (1) his or her license to practice medicine in Illinois or any other state is suspended, revoked or limited; (2) his or her clinical privileges or Medical Staff membership at any

hospital is suspended, revoked or limited; (3) his or her federal DEA permit or state CSR, if any, is suspended, revoked or limited; (4) Resident is suspended or excluded from participation in any government health care plan; (5) Resident is charged with a criminal offense other than a minor traffic offense; (6) Resident engages in conduct that is disruptive, unprofessional, unethical, fraudulent, inconsistent with IHMCC's core values, or constitutes a threat to the health, safety or welfare of any person; (7) Resident fails to positively respond to or comply with, as solely determined by IHMCC, a performance improvement plan established by IHMCC and communicated to the Resident to improve his or her performance; or (8) while acting within the scope of his or her employment with IHMCC, Resident fails to abide by and adhere to ethical clinical decisions upheld by IHMCC; or (9) while acting in a limited private practice outside the scope of his or her employment with IHMCC, Resident fails to abide by and adhere to Section 1.4.2 or Exhibit A. In lieu of or in addition to such termination, IHMCC at its sole discretion may take corrective action (e.g., suspension) against Resident as it deems appropriate.

5.4 Death. This Agreement shall automatically and immediately terminate without notice upon the death of Resident.

5.5 Disability. (*Institutional requirement IV.C.2.h*) IHMCC may terminate this Agreement in the event of a Permanent Disability of the Resident. "Permanent Disability" shall have the meaning ascribed to such term by any IHMCC permanent disability insurance policy in effect at the time applicable to Resident or, if none, his or her inability to perform substantially all his or her duties and responsibilities hereunder, by reason of a physical or mental disability or infirmity, for either:

(i) a continuous period of six (6) months, or (ii) one hundred eighty (180) days during any twelve (12) month period. The date of such Permanent Disability shall be (A), in the case of clause (i) of the immediately preceding sentence, the later of the last day of such six (6) month period or the day on which Resident submits satisfactory medical evidence of such Permanent Disability or (B) in the case of clause (ii) of the immediately preceding sentence, such date as is determined in good faith by IHMCC.

5.6 Termination Due to Closure of the Training Program. Regardless of the reason, in the event Training Program loses any necessary accreditation or approval, including ACGME approval, or the Training Program is closed or the number of positions available in the Training Program is reduced ("Closure Event"), IHMCC may terminate this Agreement upon written notice to Resident. IHMCC will notify Resident 30 days prior to the effective date of such Closure Event, if reasonably practicable or otherwise as soon as practicable; provided the foregoing shall not be a condition precedent to termination under this Section 5.6.

5.7 Termination as a Consequence of Law. This Agreement may be terminated as provided in Section 7, Compliance with Laws and Regulations.

5.8 Return of Insight Hospital and Medical Center, Chicago (IHMCC) Property. Upon the termination of his or her employment for any reason, Resident agree to promptly return to IHMCC, without retaining a copy thereof, all property which belongs to IHMCC, including equipment, medical and office supplies, parking cards, keys, prescription pads, documents, records, reports, computer discs, files, samples, books, correspondence, lists, including, but not limited to price and patient lists, or other written or graphic records, including originals and all copies, which are or have been in his or her possession or control.

5.9 Grievance Policy. *(Institutional requirement IV.C.2.e)* Insight Hospital and Medical Center, Chicago (IHMCC), provides mechanisms for resident complaints about the educational program, program personnel, non-program personnel or other trainees that minimizes conflict of interest.

Resident(s) will not suffer adverse consequences for making a complaint or taking part in the investigation of a complaint. Residents who knowingly allege a false claim shall be subject to correction actions, suspension, and termination. Please refer to Grievance policy for details.

6. Confidentiality. Resident acknowledges that any and all information related to IHMCC concerning either of their (i) treatment of patients by Resident or others, (ii) conduct of providing health care, (iii) policies, procedures, operating manuals, (iv) financial information, (v) business operations, and (vi) business plans and projections (collectively, "Confidential Information") is strictly confidential, constitutes the exclusive and proprietary property of IHMCC and shall not be disclosed by Resident to any third party. Resident 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 IHMCC policies and procedures pertaining to use and disclosure of individually identifiable health information or proprietary business information. Resident agrees that, during the term of this Agreement and after the termination of this Agreement, Resident shall not (other than for use in the course of providing treatment to a patient) use, take or retain outside of IHMCC or locations designated by IHMCC any individually identifiable health information or Confidential Information or copies of any of the same.

7. Compliance with Laws and Regulations. The parties believe that this Agreement complies with all relevant federal and state laws and regulations. Should either party have a good faith belief that this arrangement creates a material risk of violating any such laws or regulations, as now in effect or as subsequently enacted or interpreted, the party shall give written notice to the other party, together with a legal opinion of a firm recognized as having expertise in health law matters setting forth the basis for such belief. Both parties shall then make a good faith effort to amend the Agreement to comply with such laws or regulations or other authority. In the event the parties cannot agree in good faith to a reformation of the arrangement, this Agreement shall terminate upon 60 days from the date of the initial written notice.

8. Additional Days of Duty. In the event Resident's participation in the Training Program is suspended, regardless of the reason therefor, or IHMCC, in its sole discretion, believes Resident is required to work an additional period of time to remediate a failed rotation or other element of the Training Program, Resident shall work such additional time as IHMCC shall require ("Extended Period"). Except in instances of suspension for failure due to Resident's failure to abide by IHMCC policies or Resident's obligations under this Agreement, IHMCC shall compensate Resident pro rata for the duration of such Extended Period and Resident's benefit elections as of the date of the date immediately prior to the commencement of the Extended Period shall remain in effect during the Extended Period.

9. Miscellaneous Provisions.

9.1 Assignment. This Agreement is personal to each of the parties hereto and may not be assigned, by operation of law or otherwise, by any party hereto without first having obtained the written consent of the other party; provided, however, that IHMCC may assign this Agreement without the consent of

Resident to (a) IHMCC or any entity which controls, is controlled by or is under common control with IHMCC, or (b) a successor in interest or purchaser of substantially all of the assets of IHMCC or its hospital campus at 2525 S. Michigan Ave., Chicago, Illinois.

9.2 Notices. All notices or other communications required or permitted pursuant to this Agreement shall be in writing and shall be considered as properly given or made (a) upon personal delivery, (b) after the expiration of three (3) days from the date upon which such notice was mailed from within the United States by first-class mail, postage prepaid, or (c) upon confirmed delivery by prepaid courier delivery. All notices shall be so given or made to the parties at the following addresses (it being understood that the address of any party hereto may be changed by a notice in writing given in accordance with the provisions hereof):

If to INSIGHT HOSPITAL and MEDICAL CENTER, CHICAGO (IHMCC):

INSIGHT HOSPITAL and MEDICAL CENTER
2525 S. Michigan Avenue
Chicago, Illinois 60616
Attn: President & CEO

If to Resident: The last known address, as reflected on IHMCC's PERSONNEL records

9.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified for compliance with such order or, if necessary, severed, and the invalidity, illegality, or unenforceability thereof shall not affect the validity, legality, or enforceability of the remaining portion of the provision and/or the remaining provisions of this Agreement, which shall be fully valid notwithstanding the modified or severed provision or portion thereof.

9.4 Successors. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, and their legal representatives, heirs, successors, and assigns, except as otherwise expressly provided. Nothing in this Agreement will create or be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.

9.5 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without giving effect to its provisions regarding conflicts of laws.

9.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

9.7 Pronouns and Headings; Sections and Exhibits. As used herein, all pronouns shall include the masculine, feminine, neuter, singular, and plural thereof wherever the context and facts require such construction. The headings, titles, and subtitles herein are inserted for convenience of reference only and are not to be considered in any construction of the provisions hereof. The exhibits attached hereto are incorporated into and made a part of this Agreement.

9.8 Modification/Waiver. No waiver, modification, or termination of any term or provision of this Agreement or any valid addendum, exhibit, schedule, or amendment hereto, shall be effective unless in writing and signed by all parties, except as otherwise set forth herein. Neither party's failure, delay, or forbearance to insist on strict performance of any term or provision of this Agreement or any valid

addendum, exhibit, schedule, or amendment hereto, in one or more instances, shall be construed as a waiver of later strict performance of that term or provision, nor shall either party's failure to exercise any right or remedy available to it be construed as a waiver of such right or remedy.

9.9 Entire Agreement. This Agreement and all addendums, exhibits, schedules, and amendments hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written. This Agreement may be executed in multiple counterparts and delivered by facsimile or other electronic or digital transmission, and a printout of the computerized version shall be considered an original.

INSIGHT HOSPITAL and MEDICAL CENTER, CHICAGO

By: _____

Chief Medical Officer and Vice President of Medical Affairs

By: _____

Designated Institutional Official, GME

RESIDENT:

[Resident Signature]

Resident Printed Name / Resident Initials / Date