MARY FREE BED RESIDENT EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreen	nent") is made effective on July 1,
2019 (the "Effective Date"), by and between MARY FR	REE BED REHABILITATION
HOSPITAL (the "Hospital") and [], a []
individual (the "Resident") (the Hospital and the Resident are	
individually as a "Party" or collectively as the "Parties").	

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

- 1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and end June 30, 2020, unless earlier terminated in accordance with Section 13 of this Agreement, subject to renewal only as may be mutually agreed to by the Parties in writing. The Resident acknowledges and understands that while the Residency Program (as defined in Section 2 below) may endure for multiple years and beyond the Term, the Term is as set forth above. The Resident further acknowledges that continuation of employment into subsequent postgraduate years shall, in part, be dependent upon the Resident's achievement at a level determined acceptable by Mary Free Bed Residency Program Director (the "Residency Program *Director*"), on examination, performance assessments and other forms of evaluation deemed appropriate by the Program Director. The Hospital shall reasonably attempt to provide the Resident with notice of its intention to enter into an employment agreement with the Resident for the subsequent contract year at least four (4) months prior to the expiration of the Term. However, if the Hospital determines there to be any reason for non-renewal during the four (4) months prior to the expiration of the Term, the Hospital will provide the Resident with as much written notice of the intent to not renew as the circumstances may reasonably allow prior to the expiration of the Term. In the event the Term is not renewed, the Resident may avail himself or herself to the grievance procedures described in Section 14.
- 2. Employment. The Hospital hereby employs the Resident, and the Resident hereby accepts such employment, to serve as a Physical Medicine & Rehabilitation Resident in the Mary Free Bed Physical Medicine & Rehabilitation Program (the "Residency Program"). The Resident's employment under this Agreement is subject to the terms and conditions set forth in this Agreement, the Residency Policy and Procedure Manual ("Mary Free Bed Graduate Medical Education Policy Manual"), all of which are incorporated into this Agreement by reference. The Resident shall use the 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 the Hospital's patients. Such employment shall be on a full-time basis, meaning the Resident shall regularly work at least forty (40) hours per week during which time Resident shall be 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 Program Director or other managers of the Hospital that are consistent with the terms of this Agreement. Without limiting the foregoing, the Resident shall have the responsibilities referenced in Exhibit A attached to this Agreement. In the event of inconsistency

between Exhibit A and this Section 2, Exhibit A shall be deemed to prevail. In the event of inconsistency between this Agreement, and any of the Applicable Manuals, this Agreement shall be deemed to prevail.

- 3. <u>Employment Requirements</u>. Beginning on the Effective Date, and at all times thereafter during the Term, the Resident shall:
- (a) maintain a current educational or unrestricted license to practice medicine in the State of Michigan;
- (b) maintain eligibility, within standards established by the Hospital's professional liability insurance carrier, to be included as a covered employee under the 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 the Hospital;
- (d) meet all conditions for employment by the Hospital and participation in the Medicare and Medicaid programs; and
- (e) be eligible for participation in the Residency Program and for employment by the Hospital.
- Outside Activities (Moonlighting). The Resident understands and agrees that the Resident shall not engage in any work outside the Hospital unless the Resident is appropriately licensed and has obtained the prior written consent of the Hospital's Residency Program Director. Notwithstanding the foregoing, the Resident acknowledges that he or she is strictly prohibited from moonlighting so long as classified as a "Post Graduate Year" ("PGY") 2 resident in the Residency Program. The Resident further understands and agrees that any such permitted outside activities shall nevertheless not interfere with the 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. The Resident acknowledges that while engaging in any outside activities (whether or not approved in accordance with this Agreement), the Resident is not acting as an employee or agent of the Hospital and accordingly is not covered by the Hospital's professional or general liability policies or by the Hospital's workers' compensation insurance. The Resident agrees to obtain professional liability insurance coverage for all outside activities at the Resident's own cost. The Resident further agrees that the Resident's total work hours within the scope of this Agreement and for any outside activity shall not exceed the duty hour policy described in any Applicable Manuals.

5. <u>Compensation</u>.

(a) <u>Stipend</u>. For all services provided under this Agreement, the Hospital shall pay the Resident an annual stipend of fifty-six thousand five hundred seventy six dollars (\$56,576.00), payable in equal prorated installments on a bi-weekly basis. For additional educational and clinical responsibilities provided by the Resident pursuant to Section 2, the

Hospital may pay the Resident extra reasonable compensation. All compensation is subject to all withholdings required by law and is exempt from overtime compensation. Any compensation overpayment paid to the Resident due to processing or human error, whether the error was the fault of the Resident or the Hospital, shall be promptly repaid by the Resident either through deduction of the overpayment amount in the Resident's next regular paycheck(s) or by check or money order paid by the Resident. Under any circumstances, full repayment must be made within the same calendar year as the overpayment.

- (b) <u>Fringe Benefits</u>. The Resident shall be entitled to the fringe benefits described in <u>Exhibit B</u> attached to this Agreement. The Resident understands and acknowledges that the Hospital may change any of the benefits described in this <u>Section 5(b)</u> or <u>Exhibit B</u> from time to time in a manner consistent for all similarly situated resident employees of the Hospital.
- 6. <u>Policies</u>. The Hospital shall provide to the Resident copies of the Hospital's policies regarding the Resident's employment, as set forth in the Mary Free Bed Graduate Medical Education Policy Manual.

7. Training. Credentials Verification and Board Eligibility.

- (a) <u>Training and Credentials Verification</u>. The Hospital shall provide the Resident with a training program that meets the standards established in the applicable accrediting agencies. The Hospital further agrees to verify the Resident's clinical competency according to the criteria established by the Hospital's Clinical Competency Committee and to issue a certificate of training upon satisfactory completion of the Hospital's graduate training, subject to the Resident's performance of Resident's obligations set forth in this Agreement.
- Board Eligibility. It is the intent of the Hospital that every resident and fellow who is accepted into a training program will progress through the curriculum and graduate on time. The training program has its individual rules, established by the Accreditation Council for Graduate Medical Education ("ACGME"), 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 and fellow must become familiar with the rules for their specific discipline. The Program Director may help the Resident understand the complexities and options afforded to the Resident by these governing bodies, but the Resident acknowledges that the Resident is alone responsible for compliance with these rules and that the Hospital cannot depart from the guidelines established by such governing bodies. If absences for illness, maternity or paternity leaves, or taking back-toback vacations in two academic years brings the Resident into conflict with these established rules, the Residency Program may need to be extended so as to account for such breach and render the Resident "board eligible". In connection with the foregoing, the Resident acknowledges and agrees that the Resident may not become "board eligible" at the time of the Resident's originallyscheduled graduation date. The Program Director will assist the Resident in calculating the extra training time that may be needed to meet the curricular training requirements of the Resident's applicable RRC. The Hospital will only certify the Resident as "board eligible" if and when the Resident meets these externally-imposed and other applicable requirements.

- 8. <u>Supplies</u>. The Hospital shall furnish the Resident with attendants, facilities, supplies and services as may be suitable for the performance of the Resident's duties under this Agreement.
- 9. **Professional Liability Insurance**. The Hospital shall maintain and bear the expense of professional liability insurance coverage covering the acts of the Hospital and the acts of the Resident to the extent acting within the scope of the duties assigned by the Hospital to the Resident pursuant to this Agreement. The amount and extent of said coverage shall be determined by the Hospital and consistent with other similarly-situated Hospital employed physicians. The coverage provided to the Resident under this <u>Section 9</u> shall be a claims made policy, and shall provide the Resident with extended reporting period coverage and "tail coverage" that shall apply if the Resident's employment with the Hospital is terminated for any reason or if the Resident completes the Resident's training program.
- 10. **Risk Management**. Each of the Parties agrees to notify the other Party 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 the Resident and/or the Hospital and the Resident. Each Party agrees to cooperate with the other Party in the settlement, litigation or other resolution of the same.

11. **Confidentiality**.

- (a) The Resident acknowledges that any and all information related to (1) the Hospital's treatment of its patients by the 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, as amended ("HIPAA"); and (2) the conduct by the Hospital of providing health care, is strictly confidential and constitutes the exclusive property of the Hospital, and that the use or disclosure of such information, other than in the course and scope of the Resident's employment with the Hospital pursuant to this Agreement, is contrary to the best interests of the Hospital and will cause harm and damage to the Hospital and its medical practice. In furtherance of and on account the foregoing, the Resident covenants and agrees (i) to comply with all 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.
- Resident further agrees that, during the Term and after the termination of this Agreement for any reason, the Resident shall not use, take or retain outside the Hospital's campus, without prior written authorization from the 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 the Hospital's provision of health care or pertaining to the Hospital's patients, business, financial condition, or other activities, all of which the Resident acknowledges are confidential and constitute the property of the Hospital. The Resident acknowledges that any of the foregoing confidential and proprietary information of the Hospital which the Resident receives or obtains from the Hospital shall be obtained by the Resident from the Hospital in confidence and with the expectation of confidentiality.

- (c) The confidentiality restrictions set forth in this <u>Section 11</u> shall not apply to information which: (i) generally becomes available to the public through no act of the Resident in breach of this Agreement or other obligation to the Hospital; (ii) was in the possession of, or available to the Resident on a non-confidential basis prior to its disclosure; or (iii) is independently developed by the Resident without use of or reference to any of the Hospital's confidential or proprietary information.
- Hospital has implemented a voluntary corporate compliance program (the "Corporate Compliance Plan"), which, through its standards of conduct, policies and procedures, attempts to assure that the Hospital complies with all applicable laws, regulations and policies. The Resident acknowledges that the Corporate Compliance 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. The Resident understands and agrees to abide by the standards of conduct, policies and procedures described in the Corporate Compliance Plan. The Resident agrees that failure to comply with the standards, policies and procedures described in the Corporate Compliance Plan, including sanctions, may be cause for termination by the Hospital of this Agreement pursuant to Section 11. Upon written request to the Hospital, the Resident may obtain a copy of the Corporate Compliance Plan and any updates to the same.

13. **Termination**.

- (a) <u>Termination With Cause by the Hospital</u>. The Hospital may terminate this Agreement and the employment of the Resident immediately, upon the occurrence of any of the following events:
- (i) Any conduct of the Resident which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the Hospital.
- (ii) The termination of the Resident from the Residency Program.
- (iii) The loss or suspension of the Resident's license to practice medicine, or to dispense or order pharmaceuticals for patient care in Michigan.
- (iv) The Resident becomes, for any reason, ineligible for professional liability insurance.
- (v) The conviction of the Resident of any crime punishable as a felony.
 - (vi) The death of the Resident.
- (vii) The Resident's failure to comply with the Corporate Compliance Plan.

- (viii) Unsatisfactory academic or clinical performance by the Resident.
- (ix) The provision of false, incorrect, misleading or incomplete information by the Resident at any time during the hiring process or during the Term.
- (x) Failure of the Resident to perform the functions of the Resident's job, with or without accommodation.
- (xi) The Resident's drug/alcohol screening produces a positive result.
- (xii) A breach by the Resident of any provision of this Agreement which is not cured within thirty (30) days after written notice of such breach is given by the Hospital to the Resident.
- (xiii) Failure of the Resident to have successfully passed the USMLE STEP 3 OR COMLEX USA-3 EXAM at least sixty (60) days before the start of the PGY-3 in the Residency Program.
 - (b) <u>Termination by the Resident</u>. In the event the Hospital breaches any material term of this Agreement, then the Resident may terminate this Agreement upon not less than thirty (30) days' written notice, but only if the Hospital fails to cure the breach within such time period. In the event the Hospital terminates this Agreement and the Resident's employment, the Resident may avail himself or herself to the grievance procedures described in Section 14.
- 14. <u>Grievance Procedure</u>. Any dispute arising out of this Agreement or any non-renewal or termination of this Agreement, shall be resolved using the applicable Grievance Procedure outlined in the Mary Free Bed Graduate Medical Education Policy Manual.
- treatment to the Hospital's patients and other duties set forth in this Agreement. Except with respect to the care and treatment of the Hospital's patients, the Resident shall have no right or authority to make any contract or otherwise binding promise of any nature whatsoever on behalf of the Hospital, whether written or oral. Without limiting the generality of the foregoing, the Resident shall not have the right to hire or fire any employees of the Hospital nor shall the Resident have the right to bind the Hospital to any contract or agreement, borrow funds or incur any charge or liability in the name or on behalf of the Hospital or in respect of which the Hospital may be liable. The Hospital shall retain the exclusive right to exercise direction over the Resident in regard to standards, policies, record keeping, treatment and procedures.
- 16. <u>Arbitration of Disputes</u>. All disputes under this Agreement that are not settled through the grievance procedure described <u>Section 14</u>, 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. The Hospital shall select one (1) arbitrator, the Resident shall select a second (2nd) arbitrator, and a third neutral arbitrator shall be selected by the two (2) arbitrators appointed by the Hospital and the Resident (such third (3rd) arbitrator being the "Arbitrator"). The arbitration shall be conducted in Kent 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 the Hospital and the Resident and a judgment of any Michigan Circuit Court or the United States District Court may be rendered thereon. Judicial review of the arbitrations and Arbitrator's award shall not be permitted, unless required by Michigan law.

- 17. <u>Notices</u>. All notices under this Agreement shall be given in writing. Notice may be served on the Resident either personally or by certified mail, return receipt requested, at the Resident's last-known address. Notice to the Hospital may be served on the Residency Program Director personally or by certified mail, return receipt requested, at the Hospital's address at 235 Wealthy St., S.E. Grand Rapids, Michigan 49503.
- 18. <u>Assignment</u>. The Resident agrees that the Resident shall not assign, transfer, convey, pledge or encumber this Agreement or the Resident's right or title herein, on account of and in acknowledgement that this Agreement being and is intended to secure the personal services of the Resident. The Hospital may assign this Agreement to any subsidiary or other affiliate, or to a successor to all or substantially all of the assets of the Hospital, without the Resident's consent.
- 19. Entire Agreement; Amendment. This Agreement supersedes all prior discussions and negotiations between the Parties with respect to the subject matter of this Agreement and constitutes the entire agreement between the Parties with respect to such subject matter. No oral statements or prior written material not specifically incorporated in this Agreement shall be of any force or effect with respect to the subject matter of this Agreement. This Agreement may not be amended unless the amendment is in writing and is signed by both Parties.
- 20. 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 of this Agreement. A waiver shall be effective only if in writing from the waiving Party. 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.

- 21. <u>Severability</u>. 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 the 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.
- 22. <u>Benefit</u>. This Agreement shall bind and benefit the Parties and their respective legal representatives, executors, successors and assigns.
- 23. 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. The 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.
- 24. Governing Law. This Agreement has been executed in the state of Michigan and shall be interpreted, construed and governed exclusively in accordance with laws of the state of Michigan, without reference to any conflict of law principles.
- 25. Modification to Form Resident Employment Agreement. The Parties acknowledge and agree that the Hospital desires to establish and maintain standard contract terms for all employment arrangements governing residents. The Resident hereby agrees to cooperate with the Hospital in furtherance of this objective by agreeing that, except in the case of Resident-specific terms expressly approved by the Hospital and included in this Agreement, the Hospital shall use a uniform employment agreement form for the establishment and maintenance of employment relationships with all employed residents, and the Resident, therefore, agrees that, notwithstanding the last sentence of Section 19 to the contrary, the 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 the Resident and the Hospital.

[Signatures Appear on Next Page]

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

	HOSPITAL:
	MARY FREE BED REHABILITATION HOSPITAL
Dated:	By:
	Its:
Dated:	By:
	Its:
Dated:	Ву:
	Its:
	RESIDENT:
Dated:	[NAME]
	[IVAIVIL]

11438742/1

EXHIBIT A

JOB DESCRIPTION

 Job Title: Physical Medicine & Rehabilitation Residue

- 2. **Date**: July 1, 2019
- 3. Department Name: Mary Free Bed Physical Medicine & Rehabilitation Residency
- 4. **Benefit Status**: X Salaried Hourly
- 5. **Overtime Status**: X Exempt Non-Exempt Contrac
- 6. Reports Directly To (Position): Physical Medicine & Rehabilitation Residency Program Director
- 7. **Purpose of Job**: Provide clinical services and 24-hour/day physician coverage while advancing knowledge, skills and professional attitudes through a formal education program.

8. Principal 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 Mary Free Bed's expected standards of customer service by respecting the privacy and confidentiality of those we serve.
- G. Demonstrate knowledge and respect patient, service provider and organizational confidentiality procedures and protocols defined under the HIPAA privacy standards.
- H. Follow established HIPAA privacy procedures when using and/or disclosing protected health information.
- I. Maintain and protect patient rights under the HIPAA privacy standards.
- J. 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.

9. Working Conditions:

- A. May have limited exposure to latex.
- 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.
- 10. **Knowledge, Skills, Experience Required**: Must be a graduate of an accredited medical school. Must be eligible for a Full Unrestricted license as 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.

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.

Mary Free Bed Rehabilitation Hospital 2019 Benefit Summary for Resident Physicians

TIME OFF

Holidays

- 6 days per year; New Year's Day (Observed), Memorial Day, 4th of July (observed) Labor Day, Thanksgiving, Christmas (observed)
- · Not guaranteed- based on call schedule
- Eligible upon hire

Paid Time Off (PTO)

- Combination of vacation, sick leave and personal time
- 20 days/academic year
- Unused PTO cannot be carried over from year to year

CME Days

- 5 days per academic year; additional days subject to program director approval
- Unused CME cannot be carried over from year to year

Short Term Disability

- Eligible if at least .75 FTE (30 hours/week)
- Effective immediately
- Benefit equals 60% of earnings to a maximum of \$750/week
- Payable beginning on 15th day of disability; 26 week maximum
- No employee contribution

Long Term Disability

- Eligible if at least .75 FTE (30 hours/week)
- Effective immediately
- Benefit equals 60% of pay to max of \$7,000 per month, payable after 6 months of short term disability
- No employee contribution

Maternity Leave

- Residents are eligible for short term disability to cover the period of disability after giving birth
- We do not offer paternity leave pay

HEALTH BENEFITS AND TAX SAVINGS

Medical Insurance

- Includes prescription drugs, hospitalization, preventive care, diagnostic X-ray & lab, doctor fees, mental health, etc within participating network
- Eligible if at least .5 FTE (20 hours/week)
- Effective immediately
- 2 self-funded options available:

• Blue Cross Blue Shield High Deductible Health Plan w/ Health Savings Account (HSA)

- No Employee contribution
- Lake Michigan Credit Union membership req'd
- Employer funded HSA: Single \$875; +Spouse \$1,400; +Children \$1,400; Family \$1,750
 - o Receive less if c2health requirements are not met.
- Employee may fund to the federal limits, less any employer contribution:
 - o \$3,500 single; \$7000 family;
 - o \$1,000 catch up contribution for 55+

Blue Cross Blue Shield Standard Plan

- Employee pre-tax contributions required
 - o \$750 deductible for individual
 - o \$1,500 deductible for family
- Employee payroll contribution based on participating in c2health Requirement

Dental Insurance

- Includes preventive, restorative, and orthodontia
- Eligible if at least .5 FTE (20 hours/week)
- Effective immediately
- One option available: Delta Dental
- Employee pre-tax contributions required

Vision Insurance

- Includes coverage for exams, lenses, frames and contact lens care. Extra discounts and savings also apply.
- Eligible if at least .5 FTE (20 hours/week)
- Effective immediately
- One option available: Vision Service Plan (VSP)
- Employee pre-tax contributions required

Flexible Spending Account

- Employee annual pre-tax contributions to health and/or dependent care reimbursement accounts
- Eligible if at least .5 FTE (20 hours/week)
- Eligible upon hire
- Maximum annual contribution of \$2,650 per employee for health care and \$5,000 for dependent care
- If participating in the HSA, only dependent care is available through the Flexible Spending plan

LIFE INSURANCE

Basic Life and AD&D Insurance

- Eligible if at least .75 FTE (30 hours/week)
- Effective immediately
- Benefit equals 1.5 times annual earnings; maximum of \$250,000
- No employee contribution

Voluntary Life and AD&D Insurance

- Eligible if at least .75 FTE (30 hours/week)
- Effective 30 days after hire
- · Available for purchase at group rates, based on age
- Coverage available for employee, spouse and children
- Various coverage levels available
- Premiums payroll deducted

RETIREMENT

403(b) Plan:

Employee Contribution

- All employees eligible to contribute upon hire
- Auto-enrollment feature effective for new hires at 3% contribution, effective as soon as administratively feasible
- · Auto enrolled employees can elect to opt out with Lincoln Financial
- Tax-deferred contributions allowed up to indexed limits

Employer Contribution

- Employer-paid contribution, deposited annually
- One year of service with at least 1,000 hours, then 1st of the next quarter required for initial eligibility
- 1000 hours/year required for ongoing eligibility
- No employee contributions required
- Annual benefit amount equal 6% of annual earnings
- Benefits vested after three years of service

Matching Contribution

- Annual deposit based on employee contributions, subject to employer discretion
- One year of service with at least 1,000 hours, then 1st of the next quarter required for initial eligibility
- 1000 hours/year required for ongoing eligibility
- Typical benefit formula: 25% x lesser of employee contribution or 6% of annual earnings
- Benefits vested after three years of service

Roth Retirement Option

- All employees eligible to contribute upon hire
- Will be effective as soon as administratively feasible
- Post taxed contribution allowed up to indexed limits

MISCELLANEOUS

Employee Assistance Program

- Services provided through the Pine Rest Employee Assistance Program:
 - Limited number of free counseling sessions
 - Referral services and website resources available to all employees and their immediate family members

Workers' Compensation

- Covered upon hire for work related illnesses or injuries
- Benefits for medical expenses, wage loss and vocational rehabilitation

Direct Deposit

• Eligible upon hire for automatic deposit of paycheck into checking and/or savings account

BenefitHub

- Discount portal
- Includes categories such as travel, entertainment, health & wellness, apparel
- Availability to purchase additional supplemental insurance policies

C2health

- Nurse Navigation Team to assist employees with their health care needs and questions
- One-on-one meetings with personal nurse navigator