The University of Cincinnati and Resident have executed a Contract (the “Occupational Medicine Contract”) which incorporates these 2015-2016 Graduate Medical Education Occupational Medicine Terms & Conditions and the attached Exhibits A, B, and C (collectively, the “Occupational Medicine Terms & Conditions”) in their entirety. Throughout these Occupational Medicine Terms & Conditions the term “Residency Program” shall refer to the course of graduate medical education in which Resident trains for practice in Occupational Medicine in accordance with the standards of the Accreditation Council of Graduate Medical Education (“ACGME”). For purposes of these Occupational Medicine Terms & Conditions, the term ‘resident’ includes all trainees in the ACGME-accredited Occupational Medicine training program.

The Residency Program is listed by the ACGME as a University of Cincinnati Medical Center, LLC ("UCMC") and University of Cincinnati College of Medicine ("College") program. The Residency Program is developed and supervised by the College, which is solely responsible for determining whether a resident has satisfactorily completed the academic requirements of the Residency Program.

Whenever a provision of these Occupational Medicine Terms & Conditions requires that a resident notify or contact the Residency Program, this obligation must be satisfied by providing written notice to the UCMC Office of Graduate Medical Education (Administrative Suite 1320, 234 Goodman Street, PO BOX 670796, Cincinnati, OH 45219-0796). It is the resident's responsibility to provide any written notice by the designated deadline and to verify that the Office of Graduate Medical Education received the written notice.

Section 1. TERMS OF APPOINTMENT

Appointment to the Residency Program is contingent upon Resident providing to College all of the credentialing documentation identified in Exhibit A hereto prior to the “Commencement Date” set forth in the Occupational Medicine Contract. Resident understands that the Occupational Medicine Contract may be declared a nullity by College and shall not become effective if Resident fails to do so. In addition, Resident must submit evidence that he or she: (i) has registered with University Health Associate Health and Wellness Department and has received the required immunizations prior to the Commencement Date in full compliance with the Residency Program’s policy and all applicable federal, state and local laws and regulations; (ii) has submitted to the required pre-employment drug screening program; (iii) agrees to participate in any drug and alcohol testing required for participation at any facility that is a required part of the training program; and (iv) has cleared any and all criminal background checks required for participation at College or any other facility to which Resident is assigned as part of the Residency Program. If Resident refuses to submit to any drug and alcohol testing or fails any drug and alcohol testing, Resident shall be dismissed from the Residency Program. Failing any drug and/or alcohol testing is also grounds for termination from the Residency Program. Further, Resident must be in sufficient physical and mental condition to perform the essential functions of appointment with or without reasonable accommodations. Resident agrees that he or she may be assigned to UCMC or to another hospital or training site and agrees...
further that such assignment is in furtherance of the medical education purposes of the Residency Program. Resident agrees that he or she must meet any mandatory credentialing requirements for any such participating sites.

Resident acknowledges that nothing in the Occupational Medicine Contract or these Occupational Medicine Terms & Conditions shall be deemed to make Resident an employee of UCMC or the UC Health system.

Section 2. DUTIES OF RESIDENT

2.1 Specific Duties: In addition to the general duties of Resident set forth in these Occupational Medicine Terms & Conditions, Resident shall have the following specific obligations:

2.1.1 Reports and Records: Resident shall prepare and maintain, or cause to be prepared and maintained, all reports, claims, correspondence and records relating to all professional services rendered under the Occupational Medicine Contract. Resident further agrees to properly prepare and maintain, or cause to be properly prepared and maintained, all records and reports required by all applicable federal and state statutes and regulations and policies adopted by College.

Resident agrees that the Residency Program or an independent third party auditor shall be permitted to inspect any such records and reports. The Residency Program shall pay all reasonable administrative costs incurred in preparing and maintaining all such reports and records.

2.1.2 Professional Standards: Resident shall comply with all applicable legal and ethical standards relating to the practice of medicine, including: (i) all laws and regulations dealing with government programs and private insurance or prepaid health plans; (ii) all applicable rules, regulations, bylaws, policies and procedures established by the Residency Program, College, UC Health or any hospital, medical staff of a hospital or other facility at which Resident is assigned in connection with the Residency Program; and (iii) all standards required to maintain accreditation by The Joint Commission, ACGME, the ACGME Residency Review Committees (RRC) and any other relevant accreditation organizations.

2.1.3 Quality Assurance and Corporate Compliance: Resident shall cooperate and comply with any and all quality assurance, corporate compliance and related programs implemented by the Residency Program, UC Health, the College, or any hospital or medical staff of a hospital or other facility at which Resident practices medicine in connection with the Residency Program.

2.1.4 Licenses: Resident agrees to obtain a regular license or training certificate to practice medicine in the State of Ohio and maintain such license throughout the course of training. Failure to either obtain or maintain a training certificate or license to practice medicine in the State of Ohio is grounds for immediate dismissal from the program with no right of review or appeal.
2.1.5 **Notice:** Resident shall immediately notify the Residency Program of (i) any notice or other information that relates to or may effect in any way Resident’s license to practice medicine in Ohio or any other state in which Resident is licensed; (ii) any notice, information, decision or action that relates to or may affect in any way Resident’s Drug Enforcement Administration Registration number; or (iii) any information which Resident has reason to believe may lead to: (1) a claim against the professional liability insurance maintained by College on Resident’s behalf; or (2) termination, modification or suspension of Resident’s license to practice medicine in Ohio or any other state in which Resident is licensed.

2.1.6 **Educational Activities:** Resident shall participate fully in the educational and scholarly activities of the Residency Program, including the performance of scholarly and research activities as assigned by the Residency Program Director, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students as assigned, and participate in assigned hospital, medical staff and Residency Program activities.

2.1.7 **Professional Attitude:** Resident shall use his or her best efforts to provide safe, effective and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees, and visitors at College and other facilities and rotation sites to which Resident is assigned.

2.1.8 **Program Administration:** Resident shall fully cooperate with College in coordinating and completing College, ACGME and RRC accreditation submissions and activities, including the legible and timely completion of patient medical records, charts, reports, time cards, statistical operative and procedure logs, faculty and Residency Program evaluations, and/or other documentation required by ACGME, RRC, College or the Residency Program.

2.1.9 **Fitness:** Subsequent to the Commencement Date, Resident shall submit to periodic (post appointment) health examinations and supplementary tests, which may include tests for drug use or abuse and/or alcohol use or abuse, as are deemed necessary by College to ensure that Resident is physically, mentally, and emotionally capable of performing essential duties and/or other duties necessary to the operation of the Residency Program.

Further, Resident agrees to continue to meet College’s standards for immunizations in the same manner as all College personnel and as required by federal, state and local law and College policy. The results of all examinations and immunizations shall be provided to UC Health Associate Health and Wellness Department. Resident agrees to comply with College’s requirements concerning Resident’s health status during the term of the Occupational Medicine Contract, as these requirements may be changed by College from time to time.

2.1.10 **Return of Materials:** At the time of the expiration or in the event of termination of the Occupational Medicine Contract, Resident shall: (i) return all College, Residency
Program property and property that belongs to any institution to which the resident was assigned as part of the training program, including but not limited to books, equipment, keys, pagers, paper, and uniforms; ii) complete all necessary records; and (iii) settle all professional and financial obligations.

2.1.11 Compliance with Policies Prohibiting Sexual and Other Forms of Harassment: College is committed to maintaining a work and educational environment free from sexual and other forms of harassment or similar inappropriate conduct. Conduct or behavior that creates an intimidating, hostile or offensive work environment is strictly prohibited. Any person violating this prohibition will be subject to corrective and/or disciplinary measures up to and including immediate discharge. Resident shall comply fully with the applicable policies of College that prohibit discrimination, harassment and similar inappropriate conduct and other policies that apply to the Residency Program. Any accusations against Resident regarding these matters will be processed in accordance with College’s policies. Any accusations against any other employee will be processed in accordance with the policies of such person’s employer, and, as applicable, the policies governing the facility or site at which the alleged misconduct occurs.

2.1.12 Compliance with Dress Code: Resident shall comply with the dress code identified by the Residency Program and College and the dress code of each training site to which Resident is assigned as part of the Residency Program. Resident shall present at all times a proper and professional appearance.

2.1.13 Reporting Requirements: Resident shall report immediately (a) to the College Office of Risk Management any inquiry by any private or government attorney or investigator and (b) to the College Office of Public Relations any inquiry by a member of the press. Resident agrees to refer any inquiring attorney or investigator to the Office of Risk Management and to refer any member of the press to the Office of Public Relations. If Resident receives, or anyone with whom Resident works or resides receives on his/her behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with the Occupational Medicine Contract or the Residency Program, Resident agrees to immediately report this receipt to the Office of Risk Management and submit the document received to that office.

Resident agrees to cooperate fully with College Administration, the Office of Risk Management, the University of Cincinnati, all attorneys retained by UC Health or the University, and all investigators, committees, and departments of UC Health or the University, particularly in connection with the following: (a) any evaluation of patient care; (b) any review of any incident or claim; or (c) any preparation for litigation, whether or not Resident is a named party to the litigation.

Resident agrees to cooperate fully with any hospital’s administration including, but not limited to, the Departments of Nursing, Professional Services, Financial Services, Social Services, the Home Health Agency and other agencies in connection with the
evaluation of appropriate discharge and post-hospital care for that hospital’s patients.

2.1.14 **Outside Activities (Moonlighting):** Resident acknowledges that Resident owes his/her primary duty and responsibility to the Residency Program. Professional and patient care activities that are external to the educational program are called moonlighting. No Resident can be required to engage in such moonlighting activities. Resident recognizes that certain Residency Programs may prohibit all moonlighting by residents at the sole discretion of the Residency Program.

Resident acknowledges that permission of the Program Director is required prior to any moonlighting. Resident acknowledges that all moonlighting activities must be in compliance with Program and ACGME duty hour rules and regulations.

Resident, while engaged in moonlighting, is not covered by the professional liability insurance supplied by College under the Occupational Medicine Contract.

Resident agrees to comply with the written moonlighting policies of UC Health, UCMC and College. The moonlighting policy is available on the GME website or through the Office of Graduate Medical Education.

2.1.15 **Duty Hour Reporting:** Resident agrees to record and report all duty hours in compliance with program, institutional and ACGME requirements. Resident agrees to comply with the written policies on duty hours of UC Health and College.

2.1.16 **Nondiscrimination:** In performing under the Occupational Medicine Contract, Resident shall not discriminate on the basis of race, sex, color, age, religion, national origin, ancestry, sexual orientation, disability, health status, genetic information, source of payment or ability to pay for services rendered, or any other status protected by applicable law.

2.1.17 **Inventions:** Resident agrees to comply with the applicable patent, copyright and development policies of UC Health and College and will report all inventions developed using College or UC Health resources to the Dean of the College, and, if requested by the College, assign such invention to the University of Cincinnati or UC Health, as applicable, and execute all documents, including patent applications and related papers, as may be necessary to transfer and secure to the University of Cincinnati or UC Health, as applicable, the rights to such invention and to any patent issued or to be issued thereon.

2.1.18 **Communication:** Email is an official communication mechanism used by the Residency Program to relay information to residents; therefore, residents must regularly check the email account assigned to them and designated for communication by College (not a personal email account) to assure they are receiving all communications. In addition, Resident must provide the Residency Program with his or her current mailing address. If Resident moves, he or she must promptly provide the Residency Program with his or her updated mailing.

2.1.19 **Failure to Comply:** Failure to comply with any of the provisions of this Section 2
shall constitute grounds for disciplinary action, including Resident’s suspension or dismissal from the Residency Program.

Section 3. INSTITUTIONAL RESPONSIBILITIES

3.1 Training Program: The Residency Program shall use its best efforts, within available resources, to provide an educational training program that meets the ACGME’s accreditation standards.

The Residency Program shall provide Resident with appropriate supervision for all educational and clinical activities.

3.2 Schedule: The Residency Program shall schedule duty hours for Resident in accordance and compliance with ACGME standards and the requirements of the Residency Program. If a scheduled duty assignment is believed to be inconsistent with ACGME Duty Hours standards, these Occupational Medicine Terms & Conditions, or the UC Health, UCMC or College duty hours policy, Resident shall bring the alleged inconsistency first to the attention of the Residency Program Director for reconciliation or cure. If the Residency Program Director does not reconcile or cure the alleged inconsistency, it shall be the obligation of Resident to notify the institution’s Designated Institutional Official (DIO) who shall take the necessary steps to reconcile or cure any actual inconsistency. The decision of the DIO will be final.

3.3 Compensation: College shall provide Resident the compensation specified in Exhibit B. Such compensation shall be payable during the term hereof in accordance with the standard payroll practices and procedures of College as are in effect from time to time. College shall deduct from any payments made by College to Resident any and all federal, state, local and FICA taxes or other taxes and assessments required by law to be paid, deducted or withheld by College, as well as any deductions authorized by the Resident.

3.4 Benefits: College shall provide Resident the benefits specified in Exhibit B. Benefits are subject to change at the sole discretion of College.

Stipend and benefits will be prorated for any resident who has less than a full one year contract.

3.5 Professional Liability Insurance: College shall provide professional liability insurance (through a commercial carrier or self-insurance fund) insuring Resident against any and all claims, actions, causes of action, costs and expenses (including costs of legal defense) relating to or arising out of the performance of services under the Occupational Medicine Contract on an occurrence basis, or with appropriate tail coverage. Resident shall cooperate fully with the insurance carrier or fund administrator both during and following Resident’s appointment to the Residency Program.

Resident shall retain responsibility for professional liability insurance coverage for all
medical and other services rendered by Resident in private practice or otherwise outside the scope of the Occupational Medicine Contract, including any moonlighting activities.

3.6 **Use of College Facilities:** College shall provide office and work space, physician facilities, access to adequate library resources, personnel, patient and information support services, equipment and supplies reasonably required by Resident to satisfactorily perform Resident’s duties hereunder and as appropriate to the training program. Resident covenants and agrees that no such facilities will be used for the benefit of Resident’s private practice or other business in which Resident may be engaged.

3.7 **Evaluation:** The Residency Program shall evaluate the educational and professional progress and achievement of Resident on a regular and periodic basis as is consistent with accreditation requirements. College and Resident recognize the ACGME Competencies and Milestones as a framework for the evaluation of Resident. The Residency Program Director shall provide each resident with a documented evaluation of performance with feedback semiannually or more frequently if required by the program specific Residency Review Committee of the ACGME or Residency Program. A confidential record of the Resident’s evaluation shall be maintained by the Residency Program in accordance with ACGME standards and will be available for Resident’s review. College and Residency Program shall make good faith efforts to make evaluations accessible to the Resident in a timely manner.

Upon Resident’s separation from the Residency Program a final summative evaluation shall be completed and maintained on file.

3.8 **Certificate:** The Residency Program’s certification of completion of training is conditional on (a) the recommendation and signature of the Residency Program Director, (b) final clearance that Resident has complied with Section 2.1.10 (Return of Materials) of these Occupational Medicine Terms & Conditions and c) documentation that Resident has completed all requirements of the training program. At the discretion of the DIO, a letter of participation may be issued if the Resident has completed some, but not all, of the Residency Program requirements.

3.9 **Recommendations for Board Certification Status:** The Residency Program Director, or the Residency Program Director’s designee, has sole discretion to determine whether a Resident has satisfactorily met the requirements to take a Board examination for specialty certification. This determination is not subject to any appeal process.

3.10 **Participation Credit:** At the conclusion of a Resident’s appointment, either by termination or completion of the training program, the Residency Program Director shall determine whether or not to extend credit to Resident for participation in the Residency Program. It is recognized that specialty certification boards establish their own rules and regulations for the determination of credit towards board eligibility and that certification for board eligibility is independent of the decision of the Residency Program to grant credit for participation in the program.
3.11 **Restrictive Covenants:** In compliance with ACGME requirements, Resident cannot be required to sign a non-competition guarantee as a condition of participation in the Residency Program.

3.12 **Counseling Services:** Residents are eligible to access the UC Health Employee Assistance Program for confidential counseling and behavioral health support services. In addition, residents may be able to utilize their health care benefits for counseling services as defined by the terms and conditions of their health plan.

3.13 **Accommodation for Disabilities:** In accordance with the Americans with Disabilities Act and College’s Disability Accommodation Policy, the Residency Program will make reasonable accommodations to enable qualified residents with a disability to perform the essential functions of their positions. The College's Disability Accommodation Policy is accessible through the web link provided in Exhibit C.

3.14 **General Grievance Procedure:** Any resident may submit a complaint or grievance related to the work environment or any issue related to the Residency Program or the faculty (other than issues related to Academic Improvement or Misconduct, which must be addressed under the provisions of Section 4 of these Occupational Medicine Terms & Conditions) by providing a written complaint or grievance to the Residency Program Director for resolution. If the Residency Program Director does not resolve the complaint or grievance to the satisfaction of the resident within fourteen days of receipt of the written complaint or grievance, the resident may submit the written complaint or grievance to the DIO for resolution. The decision of the DIO regarding the grievance or complaint will be final. If the complaint or grievance is against the DIO, Resident may submit the written complaint or grievance to the UCMC CEO or the CEO’s designee for resolution. The decision of the UCMC CEO or CEO’s designee regarding the complaint or grievance will be final.

3.15 **Physician Impairment:** College and Resident recognize the importance of preventing resident impairment through education, recognizing impairment when it exists, and, when circumstances warrant and permit, addressing impairment through counseling, treatment and rehabilitation of affected residents. Residents are encouraged to voluntarily seek assistance with any substance abuse issues or concerns before it becomes a misconduct and disciplinary issue. All residents must remain in compliance with and follow the University Drug Free Campus Policy and applicable law. The policy is accessible through the web link provided in Exhibit C. Resident must remain at all times physically, mentally and emotionally capable of performing essential duties and/or other duties necessary to the operation of the Residency Program.

If Resident needs the assistance of counseling or support services, Resident may utilize College’s Counseling Center and/or mental health and substance abuse services through Resident’s health insurance plan. Resident may be able to access the services of the Ohio Physicians Health Program (“OPHP”). The OPHP is a confidential resource for physicians and other healthcare professionals that assists with identification, intervention, referral, monitoring, and recovery documentation of physicians and other healthcare professionals who may be affected by substance abuse disorders or other issues impacting their health and
well-being. OPHP provides recovery documentation, education, support, and advocacy, from evaluations, through treatment and recovery.

Resident recognizes that as a licensee of the State Medical Board of Ohio, Resident is governed by Ohio Medical Board rules and regulations regarding impairment. Resident recognizes that he or she may be required to self-report, or the institution may be required to report any impairment, to the Ohio State Medical Board. Matters involving diversion of controlled substances and any other violation or possible violation of a criminal statute may also be reported to the appropriate law enforcement or regulatory agency.

Section 4. ACADEMIC DEFICIENCIES AND MISCONDUCT PROCEDURES

The following procedures apply to Resident and to all other residents who participate in ACGME accredited residency programs. Resident acknowledges that under no circumstances will he/she be entitled to the due process and appellate rights guaranteed to physician members of the medical staff or any other due process or appellate rights established by College or any hospital or facility where Resident receives training as part to the Residency Program. The procedures and due process rights described below apply to actions that are taken as a result of academic deficiencies (Section 4.1) or misconduct (Section 4.2). Resident may be accompanied by legal counsel during any formal process identified in this Section 4; however, counsel’s role will be advisory only, and counsel will not be permitted to speak for or on behalf of the Resident. All written communications required of or permitted by Resident under this Section 4 must be signed and submitted by the Resident.

4.1 Academic Improvement Process: This Section 4.1 describes the process that is utilized if Resident is not meeting the academic expectations of the Residency Program.

4.1.1 Structured Feedback: Consistent with Section 3.7 of these Occupational Medicine Terms & Conditions, Resident should be provided structured feedback that is consistent with the Residency Program and that informs Resident of any deficiencies and recommended actions for correcting or curing them. Such feedback techniques include but are not limited to verbal feedback, rotational evaluations, and written formative or summative evaluations.

If Resident is identified as having a deficiency that has not been corrected or if Resident has not shown satisfactory improvement through the less formal structured feedback identified above or the formal evaluation process and/or if the Residency Program determines that the deficiency is significant enough to warrant something more than the feedback identified above, the Residency Program may elect to issue a “Letter of Deficiency”. This letter will provide Resident with (a) reasonable notice of the deficiency and (b) recommended steps that should be taken to cure the deficiency. Letters of Deficiency must be signed by the Residency Program Director (or his or her designee). The Residency Program Director will provide Resident with feedback consistent with the Letter of Deficiency. If Resident satisfactorily resolves the deficiency and continues to perform acceptably thereafter, the period of unacceptable academic performance will not affect Resident’s status in the Residency Program.
College and the Residency Programs deem a Letter of Deficiency to be an educational tool and not a disciplinary action. As such, a Letter of Deficiency is not a Reportable Action as described in Section 4.1.3. The issuance of a Letter of Deficiency does not trigger an automatic report to any outside agencies. However, the fact that a Letter of Deficiency was issued may be disclosed in response to direct inquiries from licensing agencies or other entities that request information for credentialing or employment purposes. A Letter of Deficiency is not subject to the review processes outlined in 4.1.4 and 4.1.5 or any other review or appeal process. The Residency Program is not required to issue a Letter of Deficiency before initiating a Reportable Action as described in Section 4.1.3.

4.1.2 Failure to Cure the Deficiency: If, following the issuance of structured feedback, which may but need not include a Letter of Deficiency, the Residency Program determines that Resident has failed to satisfactorily cure a deficiency and/or improve his or her overall performance to an acceptable level, the Residency Program may take further action which may include one or more of the following steps:

A. Issuance of a new Letter of Deficiency to Resident;

B. Extension of the terms and conditions of the current Letter of Deficiency;

C. Suspension from the Residency Program, with or without pay at the discretion of the DIO;

D. Election not to promote Resident to the next PGY level;

E. Requirement that Resident repeat a rotation or rotations;

F. Denial of credit for a rotation that in turn extends the required period of training;

G. Decision not to renew the Resident’s contract; and,

H. Dismissal of Resident from the Residency Program

4.1.3 Reportable Actions: A decision to not promote Resident to the next PGY level; to suspend a Resident from the Residency program; to extend Resident’s defined period of training; to deny Resident credit for a previously completed rotation which results in an extension in training; to not renew a Resident’s Occupational Medicine Contract; and/or to dismiss Resident from participation in the Residency Program may be considered “Reportable Actions” that the Residency Program will disclose to others upon request, including without limitation, future employers, privileging entities including hospitals, licensing and specialty boards, and other entities as required by applicable law. A decision by the Residency Program which involves a Reportable Action shall be promptly communicated to Resident in writing. If Resident becomes the subject of a Reportable Action, Resident may request a review of the decision as provided in Section 4.1.4 below.
Non-reportable actions, such as the issuance of a Letter of Deficiency, may be disclosed in response to direct inquiries from licensing agencies or other entities that request information for credentialing or employment purposes.

4.1.4 **Request for Review:** A review of the Residency Program’s decision to take a Reportable Action may be requested by Resident by submitting a written request for review to the Office of Graduate Medical Education within fourteen (14) calendar days (excluding holidays) of receiving the communication informing Resident of the Reportable Action. Upon receipt of a written request for review, the DIO will first determine if the matter is reviewable under this Section 4.1. If the matter is reviewable, the Assistant DIO (or his or her designee) will appoint a Review Panel consisting of three neutral faculty members of the College (which may but need not include the Assistant DIO) to conduct a review of the decision. The Review Panel will receive a copy of the Resident's file.

The Review Panel will:
A. Review the notification provided to Resident concerning the Reportable Action

B. Review Resident’s file

C. Meet with Resident

D. Meet with the Program Director

E. Review the basis of the Residency Program’s decision to take a Reportable Action to verify that the decision was based on one or more core competencies.

F. Consider any extenuating circumstances presented in writing by Resident

F. Determine whether the process outlined in this Section 4.1 was followed

The Review Panel may consult with others, as appropriate and solely at his or her discretion, to assist in the decision making process.

Upon the conclusion of the review, the Review Panel will provide to Resident and to the Residency Program Director a written decision concerning the disposition of the Reportable Action. The Review Panel’s written decision will also be placed in the Resident's permanent credentialing file.

4.1.5 **Final Review and Decision:**
Within 7 calendar days (excluding holidays) of receipt of the recommendation of the Review Panel, the Resident and Residency Program Director may each submit one additional written statement in support of its position. The written statement shall be limited to addressing the basis of the panel’s recommendation and any extenuating circumstances that were presented to the panel under 4.1.4 (E) and (F). It is at the sole discretion of the DIO as to whether there is a need to meet with the Resident, the Residency Program Director, or any
The DIO will review Resident’s file, consider any written statements submitted by Resident or by the Residency Program Director, and will determine whether the process outlined in Section 4.1 was followed. The DIO may accept, reject, or modify the Review Panel’s written decision recommendation.

The decision of the DIO will constitute a final and binding decision. Upon conclusion of the review, copies of the DIO's decision will be provided to both Resident and the Residency Program Director and placed in Resident's permanent credentialing file.

4.2 Misconduct Process:

4.2.1 Allegations of Misconduct: This Section 4.2 describes the process that is utilized if Resident is believed to have engaged in misconduct. Misconduct includes, without limitation, improper behavior, negligent or intentional wrongdoing, and violations of law, standards of practice or policy of the Residency Program, College, UC Health, or any hospital or facility where Resident receives training as part of the Residency Program. Misconduct may also include unprofessional behavior, which may trigger processing under the Academic Deficiencies process set forth in Section 4.1. Processing of an allegation of unprofessional behavior may proceed simultaneously under Section 4.1 and Section 4.2. If any resident, College associate, attending physician or faculty member, or other person believes that Resident has engaged in misconduct of any kind, he or she should immediately report his/her concerns 1) to his/her immediate supervisor who will communicate the allegations to the Resident’s Program Director or 2) directly to the Resident’s Program Director, or 3) to the DIO who will communicate the allegations to the Residency Program Director.

4.2.2 If the Residency Program Director receives a complaint regarding possible misconduct of Resident, or becomes aware of any facts which may indicate Resident has engaged in misconduct, the Residency Program Director will promptly advise the DIO of the allegations and:

A. Consult with the DIO to determine whether other offices, such as the Office of General Counsel, the Department Chairperson, the Office of Research Integrity, the College’s Department of Human Resources, or other authorities should be contacted based upon the issues and the people involved. The Residency Program Director or other individual designated by the Director, in consultation with the DIO, will then conduct an inquiry into the matter, as more fully described in 4.2.3.

B. After consultation with the Residency Program Director, the DIO may, at any time the DIO deems appropriate, remove Resident from duty (with or without pay) pending the outcome of the inquiry.

4.2.3 The inquiry into a complaint of misconduct will usually be an internal investigation by a neutral physician, member of human resources or other appropriate person. When deemed appropriate, a complaint may be turned over to outside authorities for
investigation. The inquiry shall include an examination of the basis of the complaint or circumstances, a review of relevant documents and materials, interviewing of witnesses as deemed appropriate by the investigator and one or more meetings with Resident to allow Resident to present any matters he or she would like considered. The investigator will prepare and deliver a written report of the inquiry to the DIO, Residency Program Director, and Resident within a reasonable time. Based on the report of the inquiry, the Residency Program Director shall make a recommendation to the DIO regarding a final action to be taken, as guided by the following:

A. If the inquiry finds no substantial and credible evidence that misconduct occurred, no action will be taken against Resident. If Resident was suspended pending the inquiry, Resident will be reinstated with full benefits and pay, including retroactive pay if the Resident was suspended without pay.

B. If the full inquiry results in a finding that Resident participated in misconduct, a final action on the matter may include, without limitation, the following:

1. A verbal or written warning
2. Election not to promote Resident to the next PGY level
3. Non-renewal of Occupational Medicine Contract
4. Suspension of Resident from the Residency Program
5. Dismissal of Resident from the Residency Program

The DIO shall determine the final action to be taken and will notify the Residency Program Director and Resident of his/her decision in writing. A copy of the written final action will be placed in Resident’s permanent credentialing file.

4.2.4 No Retaliation: To the extent permitted by applicable law, initial and full inquiries will be conducted with due regard for confidentiality. Under no circumstances may anyone retaliate against, interfere with or discourage anyone from participating in good faith in an initial inquiry or a full inquiry conducted under this Section 4.2. A resident who believes that he or she may have been retaliated against in violation of this policy should immediately report it to their Residency Program Director and/or the Office of Graduate Medical Education.

Section 5. REAPPOINTMENT

5.1 Reappointment: Neither the Occupational Medicine Contract nor Resident’s appointment hereunder constitutes a benefit, promise, or other commitment that Resident will be appointed for a period beyond the termination date of the Occupational Medicine Contract. Reappointment and/or promotion to the next level of training is at the sole discretion of the Residency Program and is expressly contingent upon several factors, including: (i) satisfactory completion of all training components; (ii) the availability of a position; (iii) satisfactory performance evaluations; (iv) full compliance with the terms of the Occupational Medicine Contract; (v) the continuation of UCMC’s and Residency Program’s accreditation by the ACGME; (vi) College’s financial ability; and (vii) furtherance of the Residency Program’s objectives.
5.2  **Contract Renewal (reappointment):** College will provide Resident with a written notice when contract will not be renewed, when the resident will not be promoted, or when the resident will be dismissed.

5.3  **Non-Reappointment Based on Institutional Factors:** If UCMC intends to reduce the size of the Residency Program or to close the Residency Program to which Resident is assigned (collectively, “Institutional Factors”), the Residency Program will inform the affected residents as soon as possible. In the event of such a reduction or closure, the Residency Program will make reasonable efforts to allow residents already in the Residency Program to complete their education. If Resident is displaced by the closure of the Residency Program or a reduction in the number of residents, the Residency Program will make reasonable efforts to assist Resident in enrolling in a program in which he or she can continue their education or will make reasonable efforts to assist them in enrolling in another ACGME accredited program in which they can continue their education.

When non-reappointment is based on Institutional Factors, such non-reappointment when made by the Residency Program shall be final and not subject to further appeal or review. Such non-reappointment is not a reportable action.

Section 6.  **RECORDS AND PATIENT FILES**

 Resident acknowledges that all patients seen by Resident at rotation sites within the scope of the Residency Program are patients of such rotation site and that all records and patient files relating to such patients belong to and are the property of such rotation site. Upon the termination of the Occupational Medicine Contract, Resident shall have no claim or right to access to rotation site’s books, records, accounts, case histories and reports, patient lists, patient charts, files, memoranda, accounts receivable, rotation site’s assets or records, except: (i) the records of a patient of rotation site who specifically requests in writing addressed to rotation site that his or her records be provided to Resident; (ii) the medical records of patients with whom Resident worked while appointed to the Residency Program where the rotation site at its reasonable discretion determines that release of such records is for legitimate purposes and is in accordance with applicable law, and: (iii) at reasonable times, to assist in an audit, investigation or peer review matter by the Medicare or Medicaid programs. At all times, including after the termination of the Occupational Medicine Contract, Resident agrees to assist any rotation site with information needed to assist in a private insurer, Medicare or Medicaid audit or investigation or peer review matter.

Section 7.  **COVENANTS OF RESIDENT**

7.1  **Confidential Information:** Resident recognizes and acknowledges that certain information Resident may obtain while rendering services hereunder is of a confidential nature and that confidentiality is of critical importance to any rotation site. Resident shall at all times hold in strictest confidence any and all confidential information within Resident's knowledge or possession concerning the patients, services, business operations, suppliers, clients, financial
deals and other matters relative to the day-to-day operations of any rotation site which has not been published or disseminated outside of rotation site (or the possession of their respective employees and advisors) or which has not otherwise become a matter of general public knowledge, and all information required by law and principles of medical ethics to be kept confidential. Notwithstanding anything in the Occupational Medicine Contract to the contrary, this Section 7.1 shall survive the expiration or earlier termination of the Occupational Medicine Contract. Resident shall also keep confidential all other information or data reasonably identified at the time by any rotation site to Resident as being confidential. At all times, Resident agrees to be bound by the terms and conditions of all applicable laws relating to patient confidentiality, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).

7.2 Injunctive Relief and Other Relief: Resident acknowledges that College will be irreparably damaged and will have no adequate remedy at law for any breach or violation of the Occupational Medicine Contract and that, in addition to any other rights and remedies it may have, College, during and after the termination of the Occupational Medicine Contract (with respect to provisions which survive termination), may obtain restraining orders and injunctions prohibiting any actual or threatened breach or violation of the Occupational Medicine Contract.

Section 8. MISCELLANEOUS

8.1 Legal Compliance: If any activities contemplated in the Occupational Medicine Contract are deemed by College to be in violation of any lawfully adopted laws, procedures, rules, regulations, or policies of the State of Ohio or a Federal government agency, including but not limited to, the Department of Health and Human Services and the Internal Revenue Service (collectively “Laws”), (i) the Occupational Medicine Contract shall be amended so as to comply with the Laws, or (ii) if no such amendment is practicable, College may terminate the Occupational Medicine Contract upon thirty (30) days written notice to Resident.

8.2 Binding Effect: The Occupational Medicine Contract shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

8.3 Waiver of Breach: Any waiver of any breach of the provisions of the Occupational Medicine Contract shall not be construed to be a continuing waiver or consent to any subsequent breach on the part of either party to the Occupational Medicine Contract.

8.4 Severability: If any provision of the Occupational Medicine Contract is held to be unenforceable for any reason, the remainder of the Occupational Medicine Contract shall, nevertheless, remain in full force and effect.

8.5 Governing Law: The Occupational Medicine Contract shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its rules as to conflicts of laws.

8.6 Merger: The Occupational Medicine Contract, including these Occupational Medicine Terms & Conditions, which are incorporated by reference in the Occupational Medicine Contract,
constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, discussions, or representations, oral or written, with respect to the subject matter hereof. No modification of the Occupational Medicine Contract shall be valid, except if written and approved by all parties.

8.7 **Written Notice**: All references in this Occupational Medicine Contract, including these Occupational Medicine Terms & Conditions, which reference the need for a written notice to be provided the resident shall be satisfied by delivery of the notice to the resident’s official UC email address OR delivery of the written notice in paper form to the resident’s address, as specified in the resident’s profile on Medhub.