UC Health, an Ohio nonprofit corporation, on behalf of University of Cincinnati Medical Center, LLC (“UCMC”), an Ohio non-profit limited liability company, and Resident have executed a Graduate Medical Education Contract (the “GME Contract”) which incorporates these 2014/2015 Graduate Medical Education Standard Terms & Conditions and the attached Exhibits A, B, and C (collectively the “Standard Terms & Conditions”) in their entirety. Throughout these Standard Terms & Conditions the term “Residency Program” shall refer to the course of graduate medical education in which Resident trains for practice in a medical specialty in accordance with the standards of the Accreditation Council of Graduate Medical Education (“ACGME”) and includes both residency and fellowship programs. For purposes of these Standard Terms & Conditions, the term ‘resident’ includes all trainees (residents and fellows) in ACGME-accredited training programs.

The Residency Program is a partnership between UCMC and the University of Cincinnati College of Medicine (“College”). The academic components of the Residency Program are 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 Standard 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. 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 UCMC all of the credentialing documentation identified in Exhibit A prior to the “Commencement Date” set forth in the GME Contract. Resident understands that the GME Contract may be declared a nullity by UCMC 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 UC Health Employee Health and Wellness Department (“Employee Health”) and has received the required immunizations prior to the Commencement Date in full compliance with the Residency Program’s policies 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 to which Resident is assigned as part of the training program; and (iv) has cleared any and all criminal background checks required for participation at UCMC 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 Resident shall be dismissed from the Residency Program. Failing any drug and 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 acknowledges that nothing in the GME Contract or these Standard Terms & Conditions shall be deemed to make Resident a public employee or an employee of the University of Cincinnati (the “University”).

Section 2. DUTIES OF RESIDENT

2.1 Specific Duties: In addition to the general duties of Resident set forth in these Standard 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 GME 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 UCMC. 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, UCMC, UCMC’s medical staff, 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, College, UCMC, UCMC’s medical staff, UC Health or any hospital, 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 or other information regarding any notice, information, decision or action that relates to or may effect 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 UCMC 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 UCMC, 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 UCMC and other facilities and rotation sites to which Resident is assigned.

2.1.8 Program Administration: Resident shall fully cooperate with UCMC and College in coordinating and completing UCMC, ACGME and RRC accreditation submissions and activities, including 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 UCMC, 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 UCMC 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 UCMC’s standards for immunizations in the same manner as all UCMC personnel and as required by federal, state and local law and UCMC policy. The results of all examinations and immunizations shall be provided to Employee Health. Resident agrees to comply with UCMC’s requirements concerning Resident’s health status during the term of the GME Contract, as these requirements may be changed by UCMC from time to time.

2.1.10 Return of Materials: At the time of the expiration or in the event of termination of the GME Contract, Resident shall: (i) return all UCMC and College and Residency Program property and property that belongs to any institution to which resident was assigned as part of the training program, including but not limited to
badges, 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:** UC Health, UCMC and College are 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 UC Health, UCMC and 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 UCMC’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 UCMC 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 UC Health Office of Risk Management any inquiry by any private or government attorney or investigator and (b) to the UCMC 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 GME 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 UCMC Administration, the Office of Risk Management, the University, all attorneys retained by UC Health, UCMC or the University, and all investigators, committees, and departments of UC Health, UCMC 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 UCMC 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 UCMC 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 UCMC under the GME Contract.

Resident agrees to comply with the written moonlighting policies of UC Health, UCMC and College. The policy is accessible through the web link provided in Exhibit C.

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, UCMC and College.

2.1.16 **Nondiscrimination:** In performing under the GME 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, UCMC and College and will report all inventions developed using University or UC Health resources to the Dean of the College, and, if requested by the College, assign such invention to the University 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 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 the GME office (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 address.
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 Standard 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: UCMC 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 UCMC as are in effect from time to time. UCMC shall deduct from any payments made by UCMC 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 UCMC, as well as any deductions authorized by the Resident.

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

3.5 Professional Liability Insurance: UCMC 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 GME 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 GME Contract, including any moonlighting activities.

3.6 Use of UCMC Facilities: UCMC 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. UCMC and Resident recognize the ACGME Competencies and Milestones as a framework for the evaluation of Resident. The Residency Program Director shall present to and discuss with Resident a written summary of the evaluations at least once during each six (6) month period of training and/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. UCMC 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 Standard Terms & Conditions, and (c) documentation that Resident has completed all requirements of the training program. The Residency Program will issue to Resident a Certificate only if Resident successfully completes the entire 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 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 UC Health’s Equal Employment Opportunity Policy, the Residency Program will make reasonable accommodations to enable qualified residents with a disability to perform the essential functions of their positions. UC Health’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 should be addressed under the provisions of Section 4 of these Standard 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 Resident within fourteen days of receipt of the written complaint or grievance, 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:** UC Health, UCMC, 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 UC Health Drug Free Workplace 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 UCMC’s Employee Assistance Program 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, residents, medical students, other healthcare professionals, group practices, health systems, hospitals, and family members or colleagues who have concerns about the health and well-being of a physician or other healthcare professional.

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/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 as described in the UCMC’s Medical Staff Bylaws or any other due process or appellate rights established by UCMC, College or any facility where Resident receives training as part of 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 Resident. All written communications required of or permitted by Resident under this Section 4 must be signed and submitted by 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 Standard 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.

UCMC, 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 GME 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.

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

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

Upon the conclusion of the review, the Review Panel will provide to the DIO, the
Resident and to the Residency Program Director a written recommendation
concerning the disposition of the Reportable Action.

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 other individuals, or to
perform any other investigation into the issue at hand.

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, UCMC 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, UCMC 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 consult with the DIO to determine whether other offices, such as the Office of General Counsel, the Department Chairperson, the Office of Research Compliance and Regulatory Affairs, UCMC’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.

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 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 GME 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/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 GME 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 GME 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 GME Contract; (v) the continuation of UCMC’s and Residency Program’s accreditation by the ACGME; (vi) UCMC’s financial ability; and (vii) furtherance of the Residency Program’s objectives.
5.2 Contract Renewal (reappointment): UCMC will provide Resident with a written notice of intent to renew the GME Contract no later than 120 days prior to the end of the current GME Contract. Any such contract renewal is dependent on Resident’s continued satisfactory performance in meeting the training program requirements and the terms and conditions of the GME Contract. If Resident’s performance is deemed by the Residency Program to be unsatisfactory or Resident is noncompliant with the terms of the GME Contract, the GME Contract may be terminated at any time, written notice of intent to renew notwithstanding.

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 provide Resident with notice of its intent not to re-appoint Resident at as early a date as practicable. 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 his/her 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 UCMC or other rotation sites within the scope of the Residency Program are patients of UCMC or such rotation site and that all records and patient files relating to such patients belong to and are the property of UCMC or such rotation site. Upon the termination of the GME Contract, Resident shall have no claim or right to access UCMC’s or other rotation site’s books, records, accounts, case histories and reports, patient lists, patient charts, files, memoranda, accounts receivable, UCMC’s or other rotation site’s assets or records, except: (i) the records of a patient of UCMC or other rotation site who specifically requests in writing addressed to UCMC or another 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 UCMC 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 GME Contract, Resident agrees to assist UCMC 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 UCMC or other rotation sites. 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 dealings and other matters relative to the day-to-day operations of UC Health, UCMC or any rotation site which has not been published or disseminated outside of UCMC or other 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 GME Contract to the contrary, this Section 7.1 shall survive the expiration or earlier termination of the GME Contract. Resident shall also keep confidential all other information or data reasonably identified at the time by UC Health, UCMC or 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 UC Health and UCMC will be irreparably damaged and will have no adequate remedy at law for any breach or violation of the GME Contract and that, in addition to any other rights and remedies they may have, UC Health and/or UCMC, during and after the termination of the GME Contract (with respect to provisions which survive termination), may obtain restraining orders and injunctions prohibiting any actual or threatened breach or violation of the GME Contract.

Section 8. MISCELLANEOUS

8.1 Legal Compliance: If any activities contemplated in the GME Contract are deemed by UCMC or 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 GME Contract shall be amended so as to comply with the Laws, or (ii) if no such amendment is practicable, UCMC or College may terminate the GME Contract upon thirty (30) days written notice to Resident.

8.2 Binding Effect: The GME 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 GME Contract shall not be construed to be a continuing waiver or consent to any subsequent breach on the part of either party to the GME Contract.

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

8.5 Governing Law: The GME 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 GME Contract, including these Standard Terms & Conditions, which are incorporated by reference in the GME 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 GME Contract shall be valid, except if written and approved by all parties.
EXHIBIT A

Minimum Documentation Required for Certification of Eligibility
(Additional Information may be Required)

A completed residency application.

Graduates of U.S. medical schools must provide an official medical school transcript impressed with the medical school seal and an original medical school diploma.

For graduates of foreign medical schools, both U.S. citizens and foreign nationals, the College will accept the medical school transcript and related information provided by the Educational Commission for Foreign Medical Graduates (ECFMG).

A Medical Student Performance Evaluation (Dean’s letter) from the medical school from which Resident graduated.

A minimum of 2 letters of reference.

Proof of employment eligibility. Applicants who are not U.S. citizens must have active, unexpired visas that allow for clinical training or evidence of permanent U.S. immigrant status. This visa must remain active during the entire period of Resident’s participation in the Residency Program.

Graduates of foreign medical schools, both U.S. citizens and foreign nationals, must have current and valid ECFMG certification.

A permanent license to practice medicine in the State of Ohio or a training certificate granted by the State Medical Board of Ohio. A resident may participate in the training program if the UCMC has received a valid acknowledgment letter from the State Medical Board that Resident’s application for either a permanent license or training certificate has been received.

Documentation of successful passage of Step 1 and the Clinical Knowledge and Clinical Skills components of Step 2 of the United States Medical Licensing Examination. Successful passage of USMLE Step 3 is required for all Residents matriculating at or higher than the PGY 4 level.

Such other and future information that UC Health, UCMC or College may request in connection with Resident’s credentials.

Any document not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to UCMC.

It is Resident’s responsibility to make sure that all necessary documents including those regarding licensure, proof of employment eligibility and ECFMG certification are current and valid at all times. Failure to do so will result in immediate termination from the Residency Program.

A competency based summative evaluation of resident performance from any previous graduate medical education program in which a resident had been enrolled.
Eligibility for Benefits:

For the purposes of this document, the term “resident” refers to all trainees (both those called residents and those called clinical fellows) in Graduate Medical Education programs that have been approved for sponsorship at UCMC and that are accredited through the Accreditation Council for Graduate Medical Education.

Residents enrolled full-time in the residency program are entitled to a full stipend and benefits. Residents employed at 0.5 FTE or greater are eligible for a pro-rated stipend and benefits. Less than 0.5 FTE residents are not eligible for benefits. UCMC and UC Health reserve the right to change the benefit package at any time at their sole discretion.

Section 1: Compensation

I. Stipend (effective July 1, 2014)

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II. Meal Allowance

As determined by the Office of Graduate Medical Education.

III. Mobile Device Reimbursement

All incoming residents and fellows are eligible for reimbursement for the purchase of a mobile device up to $300. This policy applies to incoming residents and fellows who are paid by UC Health only.

All receipts for purchases made from May 1st to July 1st must be turned into the GME office by July 10th in order to be reimbursed. All receipts for purchases made after July 1st must be turned into the GME office within two weeks of the purchase in order to be reimbursed.

If the receipts are not turned in within the 2 week timeframe the reimbursement will not be processed and the resident or fellow will not be reimbursed for the expense. Name and
address must be on the receipt. If turning in an invoice/order form you must include statement showing item was paid for.

If you have any further questions feel free to contact the GME Office, 584-1705.

Section 2: Insurance

Unless specified otherwise, coverage effective date for all benefits will be July 1, 2014 provided resident completes the on-line benefit enrollment process and submits to UC Health Benefits Department all required dependent verification documents within 30-days of date of hire. If hired after July 1, 2014, coverage is effective resident’s first working day, as determined by the Office of Graduate Medical Education, provided resident completes the on-line benefit enrollment process and submits to UC Health Benefits Department all required dependent verification documents within 30-days of resident’s first working day.

*Premiums and benefit design are subject to change January of each calendar year or as otherwise stated in the applicable plan documents and/or insurance policies. Additional information on the following benefits is available through the web link provided in Exhibit C.*

I. **Health Insurance.** Shared contribution (UC Health/Employee) with single, double, and family coverage available.

II. **Dental Insurance.** Shared contribution (UC Health/Employee) with single, double, and family coverage available.

III. **Vision Insurance.** Employee paid, with single, double, and family coverage available.

IV. **Flexible Spending Accounts (FSA).** Employee paid.

Two separate pre-tax payroll deduction accounts; Health Care FSA and Dependent Care FSA. Health Care FSA is used for payment of qualifying out-of-pocket health care expenses. Dependent Care FSA is used for qualifying dependent day care expenses.

V. **Short Term Disability.** UC Health paid.

VI. **Long Term Disability Insurance.** Full-time associates only. UC Health paid.

VII. **Life Insurance and Other Coverage Options**

Details about life insurance and other coverage options are accessible through the Summary Plan Description web link provided in Exhibit C.

VIII. **Professional Liability Insurance**

UCMC provides residents with professional liability insurance coverage for activities within the scope of the assigned program at the same levels as those required for medical staff physicians. Such professional liability insurance will be of the occurrence type.
In connection with the professional liability coverage provided by UCMC, Resident agrees to cooperate fully in any investigations, discovery and defense that arise. Resident’s failure to cooperate may result in exclusion of coverage.

The professional liability insurance will provide coverage for all activities that are part of the training program, and at all sites to which Resident is assigned as part of the training program.

Resident is not covered by the professional liability insurance provided by UCMC while Resident is engaged in private practice or otherwise outside the scope of the GME Contract, including moonlighting activities.

**Section 3: 401(k) Retirement Plan**

I. Residents are automatically enrolled in the UC Health 401(k) plan at a 4% deferral contribution amount. Each January, UC Health automatically increases participant’s deferral 2% up to a total of 10% of pay. Resident has the option to opt out of program or increase or decrease deferral election at any time. First deferral contribution will be deducted from second paycheck.

**Section 4: Leave**

I. **Vacation and Sick Time**

Total paid time off (PTO) of 25 days (equivalent of 5 weeks) to be credited each year on Commencement Date. The 25 days are pro-rated for a resident who works at least 0.5 FTE but less than 1.0 FTE. Unused days may not be carried over from year to year. A maximum of 20 days can be utilized as vacation days; five days are credited for use as sick time. (N.B. There are a few select programs that, with the approval of the Graduate Medical Education Committee, have fewer vacation days. This time is noted in the resident’s one-page signed contract.)

A. Vacation is to be taken at the mutual convenience of the resident and the Program Director. The standard vacation increment is a two-week block. This may vary from program to program. Increments less than one week will be approved only under exceptional circumstances.

B. For vacation purposes, five days includes Monday through Friday and contiguous weekend days preceding and following the five day block.

C. All vacation days must be approved in advance by the Program Director.

D. Resident may not receive pay in lieu of vacation.

II. **Leave of Absence (including Maternity/Paternity Leave)**

Leaves of absence shall be granted pursuant to UC Health policy and applicable law.
The FMLA provides an eligible Resident with up to 12 weeks of unpaid job protected leave for the serious health condition of the resident, birth or adoption of a child, to care for a seriously ill family member, and for qualifying exigent circumstances relating to military service. The FMLA provides up to 26 weeks of leave to provide qualifying care to a service member. FMLA leaves and any other form of approved leave shall run concurrently unless expressly stated otherwise.

It is the Resident's responsibility to provide timely and adequate notice of the need for leave and to complete and submit all required forms to Employee Health. Generally, at least 30 days advance notice is required where possible and, when not possible, notice is to be given within one business day of the Resident learning of the need for leave. See applicable leave of absence policies for specific details and requirements.

III. Leave of Absence Without Pay

A leave of absence for exceptional personal circumstances may be granted by the Program Director only with approval of the Associate Chief of Staff for Graduate Medical Education and is not to exceed 12 months. All PTO will be paid before leave without pay begins.

IV. Bereavement Leave

Up to three consecutive days, one of which must be the day of funeral, are granted with pay for the funeral of an immediate family member (as defined by UC Health policy).

V. Military Leave - is offered in compliance with federal law.

VI. Specialty Board & Licensure Examination Leave

Residents will be permitted to take paid leave for first time documented sitting for ABMS approved specialty boards or USMLE licensing examinations provided advance and proper notice is provided to the Program Director. Such leave shall cover the duration of the exam for in town sittings and residents shall not be subject to in house call the night before the exam. For out of town sittings, leave shall cover the duration of the exam and reasonable travel time.

VII. Effects of Leave

If the Residency Program Director, exercising his or her discretion, determines that any leave may affect a resident’s ability to satisfy criteria for completion of the program, the ACGME’s “Special Requirements”, or any other requirements of the Board certifying the discipline or area of training, the Residency Program Director may require the resident to devote additional time for completion of the requirements.
Section 5: Miscellaneous

I. Parking

Resident parking is provided in designated areas at no additional cost. Residents must present to the UCMC Badging ID office to complete paperwork and must comply with all institutional policies with respect to parking or parking privileges may be revoked.

II. Duty Hours/Cab Voucher Program

Residents are encouraged to report any and all possible ACGME Duty Hour or signs of fatigue/impairment to the Safety Hotline at 584-2109. Messages can be left anonymously, but must include details so that action can be taken. All reported cases will be reviewed by the Duty Hours Committee of the Graduate Medical Education Committee and/or Assistant DIO of Graduate Medical Education.

Residents are provided vouchers for a free cab ride home (and back) if the resident is too fatigued to drive home safely. Vouchers are available 24 hours/7 days a week. Vouchers are available from 6 am – 9 pm at the UCMC Front Desk/Reception area. From 9 pm – 6 am, vouchers are available from the Nursing Supervisor on duty in room 1310-B or by pager at 0813.

III. On-Call and Fatigue Mitigation Facilities

UCMC maintains call rooms that are available for residents with prolonged duty hours, such as those requiring an overnight stay, and for utilization to alleviate excess fatigue.

IV. Counseling and Support Services

Confidential counseling and referral services are available through the UC Health Employee Assistance Program for residents and members of their household experiencing personal, family, or work-related difficulties. The telephone number for access is 585-6100.

V. Employee Health

24-hour reporting hotline for work-related illness/injury; help with workers’ compensation and disability claims; Flu shots.

VI. Direct Deposit

Direct deposit of paycheck is required; maximum 4 accounts.

VII. ePayroll

Residents may view and print pay stub and W-2 electronically via internet/intranet. Residents may hear pay information via telephone or have pay stubs faxed.
VIII. **Financial Counseling**

Access to financial planning/counseling is available through UBS Financial Services. Residents must sign up for an appointment.

VIII. **MetLife Auto/Home Insurance**

Discounted rates on auto and home insurance. Premiums paid through payroll deductions.
Web Links to Select UC Health Policies

Equal Employment Opportunity (Includes accommodation for disabilities) Policy

Drug Free Workplace Policy

Moonlighting Policy
https://uc.medhub.com/u/g/myhome_resources.mh?resourceID=519

Summary Benefit Plan Description, Benefits Enrollment, Benefit Information & Discounts
http://uchealth.bswift.com

Complaints of Harassment Involving a Medical Staff Member