

**UNIVERSITY OF CINCINNATI MEDICAL CENTER  
GRADUATE MEDICAL EDUCATION STANDARD TERMS & CONDITIONS  
2020/2021  
Accreditation Council for Graduate Medical Education Accredited Programs**

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UC Health, LLC, an Ohio nonprofit limited liability company, on behalf of University of Cincinnati Medical Center, LLC (“UCMC”), an Ohio non-profit limited liability company, and Resident (as herein defined) have executed a Graduate Medical Education Contract (the “GME Contract”) which incorporates these 2020/2021 University of Cincinnati Medical Center Graduate Medical Education Standard Terms & Conditions and the attached Exhibits A and B (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 UCMC trainees (residents and fellows) who are participating in an ACGME-accredited training program.

The Residency Program is a collaboration 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 Residency Training Program and/or to the UCMC Office of Graduate Medical Education, Suite 1320, 234 Goodman Street, PO Box 670796, Cincinnati, Ohio 45219-0796. It is the Resident’s responsibility to provide any written notice by the designated deadline and to verify that the Residency Training Program and/or 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 required credentialing documentation, including but not limited to, that identified in Exhibit A. All required credentialing documentation must be submitted prior to the “Commencement Date” set forth in the GME Contract. Resident understands that UCMC may immediately terminate the GME Contract if Resident fails to submit all required documentation. In addition, Resident must submit evidence that he or she:

- (i) has registered with UC Health Associate Health and Wellness Department;
- (ii) has received the required immunizations prior to the Commencement Date in full compliance with the Residency Program’s and UCMC’s policies and all applicable federal, state and local laws and regulations;
- (iii) has submitted to the required pre-employment drug screening program;

- (iv) complies with institutional respiratory fit testing requirements;
- (v) agrees to participate in any drug and/or alcohol testing required for participation at any facility to which Resident is assigned as part of the training program. If Resident refuses to submit to any drug and/or alcohol testing Resident shall be dismissed from the Residency Program. Failing any drug and/or alcohol screening or testing is also grounds for termination from the Residency Program; and,
- (vi) 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.

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 including but not limited to the Cincinnati Veterans Affairs Medical Center and Cincinnati Children's Hospital Medical Center.

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") or to any other site to which resident rotates as part of the training program.

## **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 **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.

2.1.2 **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;
- (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 **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.

- 2.1.4 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.
- 2.1.5 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. Resident agrees to refer any inquiring attorney or investigator to the Office of Risk Management. 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:
    - (i) any evaluation of patient care;
    - (ii) any review of any incident or claim; or
    - (iii) any preparation for litigation, whether or not Resident is a named party to the litigation.
  - B. to the UCMC Office of Public Relations any inquiry by a member of the press. Resident agrees to refer any member of the press to the Office of Public Relations.
- 2.1.6 Notice: Resident shall immediately notify the Residency Program of
- A. 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;
  - B. 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
  - C. 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.
- 2.1.7 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. Resident shall attend the required educational conferences as delineated by the Residency Program. Resident shall assume responsibility for teaching and supervising other residents and students as assigned. Resident shall participate in assigned UCMC, medical staff and Residency Program activities.

- 2.1.8 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.
- 2.1.9 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.
- 2.1.10 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. 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.
- 2.1.11 Compliance with Requirements: 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 the UC Health Associate Health and Wellness Department. Resident agrees to continue to fulfill the requirement for annual respiratory fit testing and other such requirements as specified by the Residency Program and UCMC.
- 2.1.12 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.
- 2.1.13 Return of Materials: At the time of the expiration of 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.

2.1.14 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. Applicable policies are available on the websites of the respective entities or through the Office of Graduate Medical Education. Any accusations against Resident regarding these matters will be processed in accordance with UCMC's policies. Any accusations against any other individual 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.

2.1.15 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.

2.1.16 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 moonlighting activities.

Resident recognizes that certain Residency Programs may prohibit or otherwise restrict 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 work 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 moonlighting policy is available on the GME website or through the Office of Graduate Medical Education. Resident understands that

UCMC may immediately terminate the GME Contract if Resident fails to comply with any applicable moonlighting policies of ACGME, UC Health, UCMC and College.

2.1.17 Work Hour Reporting: Resident agrees to record and report all work hours in compliance with program, institutional and ACGME requirements. Resident agrees to comply with the written policies on work hours of the ACGME, UC Health, UCMC and College.

2.1.18 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.

2.1.19 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.

2.1.20 Communication:

(i) Email is an official communication mechanism used by the Residency Program to relay information to residents; therefore, residents must regularly check the email account (@ucmail.uc.edu) assigned to them and designated for communication by the GME office (not a personal email account) to assure they are receiving all communications. Resident must follow the rules and regulations governing email usage that are established by the University of Cincinnati including but not limited to encryption and forwarding.

(ii) 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.

2.1.21 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 supervision consistent with ACGME, program and institution standards for all educational and clinical activities.

- 3.2 Schedule: The Residency Program shall schedule work hours for Resident in accordance and compliance with ACGME standards and the requirements of the Residency Program. If a scheduled work assignment is believed to be inconsistent with ACGME work hours standards, these Standard Terms & Conditions, or the UC Health, UCMC or College work 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 UC Health as are in effect from time to time. UC Health shall deduct from any payments made by UC Health 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 UC Health, 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.

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

- 3.5 Professional Liability Insurance: UC Health shall provide professional liability insurance (through a commercial carrier or self-insurance fund) insuring Resident against 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/Residency Program shall provide 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:

A. Summative Evaluation:

The Residency Program shall provide a summative evaluation of each resident upon completion of the Residency Program. This evaluation will become part of the Resident's permanent record.

B. Formative Evaluation:

The Residency Program shall provide each resident with documented semiannual evaluation of performance with feedback.

C. Milestones:

The Residency Program shall prepare and ensure the reporting of Milestones evaluations of each resident semi-annually to the ACGME.

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 2.1.13 (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: Counseling services are available to Residents through the UC Health Employee Assistance Program. In addition, residents may utilize their health insurance coverage to access mental health care under the terms and conditions of their health care insurance provider.

3.13 Accommodation for Disabilities: UCMC complies with rules and regulations covering accommodations for disabilities such as the Americans with Disabilities Act. UC Health's Equal Employment Opportunity Policy is accessible on the UC Health website or through the Office of Graduate Medical Education.

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 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 14 days of receipt of the written complaint or grievance, Resident may submit the written complaint or grievance to the DIO for resolution.

If the complaint or grievance is against the Program Director, the complaint can be directly submitted to the DIO. 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 Chief Administrative Officer ("CAO") or the CAO's designee for resolution. The decision of the UCMC CAO or CAO'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 on the UC Health website or through the Office of Graduate Medical Education. 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 UC Health's Employee Assistance Program and/or mental health and substance abuse services that might be available through Resident's health insurance plan. Resident may have access to 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/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 Residents. The due process rights and procedures described in Section 4.1 apply to actions to address academic deficiencies. The procedures described in Section 4.2 apply to actions to address misconduct. When addressing complaints or concerns of unprofessional behavior, which may or may not also include issues relating to misconduct and/or academic deficiencies, the DIO shall, in its sole discretion, determine whether to proceed under section 4.1, 4.2 or simultaneously under both sections. Residents are not entitled to the due process and appellate rights applicable 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. All written communications required of or permitted by Resident under this Section 4 must be signed, dated, 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. As stated in section 4 above, this section 4.1 may also be used to process complaints or concerns of unprofessional behavior.

##### 4.1.1 Academic Deficiency

If Resident is identified as having a deficiency or if Resident has not shown satisfactory improvement through the Program's formative feedback or the formal evaluation process, the Residency Program may elect to issue a "Letter of Deficiency". This letter will provide Resident with notice of the deficiency and recommended steps that should be taken to cure the deficiency. Letters of Deficiency must be signed by the Residency Program Director. (Unless otherwise specified, the use of "Residency Program Director" in this Section 4 includes the Director or his or her designee). The Residency Program Director will provide Resident with feedback consistent with the Letter of Deficiency.

A Letter of Deficiency is deemed to be an educational tool and not a disciplinary action. As such, a Letter of Deficiency is not a Reportable Action, such that 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 will be disclosed in response to direct inquiries from licensing agencies or other entities that request information for credentialing or employment purposes as required. 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 an adverse action including, but not limited to, suspension, non-promotion, non-renewal, and dismissal.

4.1.2 Failure to Cure the Deficiency: If the Residency Program determines that Resident has failed to satisfactorily cure a deficiency, fails to satisfactorily progress in the program, and/or fails to perform at an acceptable level, the Residency Program may take action, which may include, but is not limited to, one or more of the following steps:

- A. Issue a Letter of Deficiency to Resident;
- B. Extend the terms and conditions of a current Letter of Deficiency;
- C. Suspend the Resident from the Residency Program.
  - 1. The decision as to whether the suspension is with or without pay is at the discretion of the DIO;
- D. Elect not to promote Resident to the next PGY level;
- E. Require that Resident repeat a rotation or rotations;
- F. Deny credit for a rotation that in turn extends the required period of training;
- G. Decide not to renew the Resident's contract; and,
- H. Dismiss Resident from the Residency Program; or,
- I. Take other actions deemed appropriate by the Program Director or DIO

4.1.3 Actions that can be appealed: Suspension, non-renewal, non-promotion, and dismissal from the Residency Program are actions that are subject to the appeal process outlined in sections 4.1.4 and 4.1.5 of this document. No other actions are subject to the appeal process.

4.1.4 Request for Appeal: A request for an Appeal of an adverse action related to an academic deficiency listed in section 4.1.3 may be requested by Resident. Resident must submit a written request for Appeal to the Office of Graduate Medical Education within fourteen (14) calendar days (excluding holidays) of the date of issuance of the communication informing Resident of the adverse action. Upon receipt of a written request for Appeal, the DIO will first determine if the matter is subject to the Appeal process. If the matter is subject to Appeal, the DIO (or his or her designee) will appoint an Appeal Panel consisting of three neutral faculty members of the College to conduct a review of the adverse decision.

The Appeal Panel may, at its discretion:

- 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 an adverse action;
- F. Consider information presented in writing by Resident; or
- G. Determine whether the process outlined in this Section 4.1 was followed

The Review Panel may review other information, consult with others, or take other actions, all at its sole discretion, to assist in the decision making process.

Upon the conclusion of the review, the Appeal Panel will provide a written recommendation concerning the disposition of the adverse decision to the DIO.

- 4.1.5 Final Review and Decision: The DIO may at his or her sole discretion request or obtain any additional information that he or she deems necessary. The DIO may accept, reject, or modify the Appeal Panel's written recommendation.

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

## 4.2 Misconduct Process:

- 4.2.1 Allegations of Misconduct: This Section 4.2 describes the process that is used to address complaints or concerns of misconduct by Resident. Misconduct includes, without limitation, improper behavior, negligent or intentional wrongdoing, and violations of law or any applicable 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. As stated in section 4 above, complaints or concerns of unprofessional behavior may also be processed under this section 4.2 .

- 4.2.2 If the Residency Program Director receives a complaint regarding possible misconduct of a Resident, or becomes aware of any facts which may indicate a Resident has engaged in misconduct, the Residency Program Director will promptly advise the DIO of the allegations. The DIO will 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. The DIO, in consultation with the Program Director, will determine whether further inquiry is warranted.

The DIO may, at any time the DIO deems appropriate, remove Resident from work (with or without pay) pending the outcome of the inquiry.

4.2.3 If it is determined that further inquiry is warranted, the DIO will determine how and by whom the inquiry will be conducted. An inquiry may be conducted by way of an internal investigation by a neutral physician, member of Human Resources or other person designated by the DIO. When deemed appropriate, a complaint may be turned over to outside authorities or other third parties for investigation. Other methods of inquiry may also be used. Depending on the circumstances, an internal investigation or other inquiry may include, but is not limited to:

- A. A review of relevant documents and materials;
- B. Interviewing of witnesses as deemed appropriate by the investigator or other person conducting the inquiry; and,
- C. One or more meetings with Resident to allow Resident to present any matters he or she would like considered.

If a person is appointed to conduct an internal inquiry, he or she will prepare and deliver a written report of the inquiry to the DIO summarizing the findings of the inquiry. Depending on the circumstances, outside authorities and third parties who conduct an investigation will also be asked to provide such a written report.

The DIO, upon receiving the report of the investigation or other results or findings, will determine whether or not misconduct has occurred. The DIO reserves the right to pursue further investigation at his or her sole discretion.

4.2.4 The DIO shall determine the final action to be taken with respect to any allegation of misconduct under this Section 4.2 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 file. Information that an investigation occurred will become part of the Resident's permanent record and will be disclosed, upon request, including without limitation, to future employers, privileging entities including hospitals, licensing bodies, specialty boards, other entities as required by applicable law, or as otherwise deemed appropriate.

- A. If the DIO determines that no 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, minus any adjustments for delays that the DIO determines to be the result of actions by the Resident. Depending on the length of the suspension the Resident's training program may need to be extended to fulfill accreditation requirements and/or time required to lead to eligibility for board certification.
- B. If the DIO determines that the Resident participated in misconduct, a final action on the matter may include, but is not limited to, 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; or,
6. Other action deemed appropriate by the DIO

The decision of the DIO is final and is not subject to any further appeal.

- 4.2.5 No Retaliation: To the extent permitted by applicable law and consistent with operational needs and a thorough review, 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 inquiry conducted under this Section 4. Anyone 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): The Office of Graduate Medical Education will provide Resident with a written notice when Resident's GME 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 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 records and patient files relating to patients seen by Resident at UCMC or other rotation sites, 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 other 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 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 actual or threatened 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), are entitled to restraining orders and injunctive relief without having to post a bond or to prove damages, 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 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.

Graduates of international medical schools, both U.S. citizens and foreign nationals, must have current and valid Educational Commission for Foreign Medical Graduates (“ECFMG”) certification. UCMC accepts documentation of valid ECFMG certification as primary source verification of medical school graduation for international medical graduates.

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 maintain an immigration status which permits employment in a program of graduate medical education. This includes admission to the United States as an asylee, a U.S. permanent resident, or in a valid nonimmigrant visa status. A qualifying nonimmigrant visa status must remain in effect during the entire period of Resident’s participation in the Residency Program. It is the Resident’s responsibility to ensure that the visa status remains valid during the entire training program. The J-1 visa is the preferred visa. Applicants who seek H1B visa status must request sponsorship and are reviewed and approved only on an exceptional basis.

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 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 and is being processed.

All Residency Programs require documentation of a passing score on the USMLE Step 1 and Step 2 Clinical Knowledge (CK) and Clinical Skills (CS) examinations (or COMLEX Level 1 and Level 2 Cognitive Evaluation (CE) and Performance Evaluation (PE)) for all residents prior to their start date.

All residents in GMEC approved programs must document evidence of successful completion, as evidenced by a passing score, of USMLE Step 3 or COMLEX Level 3 prior to the start of the postgraduate three (PGY-3) year.

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

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.

## **EXHIBIT B**

### **University of Cincinnati Medical Center Compensation & Benefits for Residents**

#### **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, 2020)**

PGY 1	\$ 59,312.88	PGY 6	\$ 69,518.29
PGY 2	\$ 60,746.54	PGY 7	\$ 73,252.66
PGY 3	\$ 62,239.98	PGY 8	\$ 74,704.06
PGY 4	\$ 64,567.90	PGY 9	\$ 76,234.06
PGY 5	\$ 67,083.90	PGY10	\$ 77,764.06

##### **II. Mobile Device Reimbursement**

All incoming residents and fellows are eligible for reimbursement for the purchase of a mobile device up to \$325. **This policy applies to incoming residents and fellows who are paid by UC Health only.** Please see Mobile Device Reimbursement Guidelines in MedHub.

All receipts for purchases must be turned into the Office of Graduate Medical Education in order to be reimbursed. Name and Employee Identification Number must be on the receipt. If turning in an invoice/order form you must include statement showing the item was paid for.

If you have any further questions please contact the Office of GME, 584-1705.

#### **Section 2: Insurance**

**Unless specified otherwise, coverage effective date for all benefits will be resident's date of hire, as determined by the Office of Graduate Medical Education provided resident completes the on-line benefit enrollment process within 30-days of resident's date of hire, and submits to UC Health Benefits Department all required dependent verification documents within 30-days of date of hire.**

*Premiums and benefit plan designs 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 UC Health Benefits Department. Unless otherwise noted, all benefits are elective benefits and Resident must enroll in a benefit plan to obtain coverage.*

*Resident must notify UC Health Benefits Department in writing within 30-days of a "change in status" event – e.g., change in marital status; birth or adoption of a child; gain/loss of other insurance coverage for self or spouse.*

- I. Health Insurance. Shared contribution (UC Health/Employee) with employee only, double, and family coverage available.
- II. Dental Insurance. Shared contribution (UC Health/Employee) with employee only, double, and family coverage available.
- III. Vision Insurance. Employee paid, with employee only, 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 reimbursement of qualifying out-of-pocket health care expenses. Dependent Care FSA is used for reimbursement of qualifying dependent day care expenses.
- V. Short Term Disability. Provided by and paid for by UC Health. Enrollment for coverage is not required.
- VI. Long Term Disability Insurance. Full-time employees only. Provided by and paid for by UC Health. Enrollment for coverage is not required and becomes effective 1<sup>st</sup> of the month following date of hire.
- VII. Life Insurance and Accidental Death & Dismemberment Insurance Options. Details about life insurance and AD&D insurance coverage options including Summary Plan Descriptions are available through the UC Health Benefits Department.
- 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. Employees are automatically enrolled in the UC Health 401(k) plan at a 4% deferral contribution amount. Annually, 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 the 401(k) program or increase or decrease deferral election at any time. First deferral contribution will be deducted from Resident's second paycheck. Residents are not eligible for UC Health matching and/or employer contribution while completing education and training as an employee of UC Health.

### **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. A maximum of twenty days can be utilized as vacation days; five days are credited for use as sick time. Notwithstanding the foregoing, some Residency Programs do not entitle Residents to twenty days of vacation, in accordance with the approval of the Graduate Medical Education Committee, as noted in the GME Contract, as applicable.

- 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.
- E. Unused days may not be carried over from year to year.

#### **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 military service member. FMLA leaves and any other form of approved leave shall run concurrently unless expressly stated otherwise.

It is the Residents responsibility to provide timely and adequate notice of the need for leave and to complete and submit all required forms to UC Health Associate Health and Wellness Department. 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 DIO 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

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 American Board of Medical Specialties 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 at no additional cost in the North Garage. Residents must comply with all institutional policies with respect to parking or parking privileges may be revoked.

II. Work Hours/Cab Voucher Program

Trainees are encouraged to report any and all possible ACGME Work Hour violations 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 Work Hours Sub-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 work hours, such as those requiring an overnight stay, and for utilization to alleviate excess fatigue.

IV. Counseling and Support Services

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. Emergent care is available at the Psychiatric Emergency Service at 584-8577.

V. UC Health Associate Health and Wellness

24-hour reporting hotline for work-related illness/injury; help with workers' compensation and disability claims. The telephone number for injury/needle-stick hotline is 585-8000.

VI. Direct Deposit

Direct deposit of paycheck is required; maximum 4 accounts.

VII. ePayroll

Residents may view and print pay stubs online via the ePayroll portal. Residents may opt-in to enroll to electronically view/receive W-2 information via ePayroll.

VIII. Financial Counseling

Access to financial planning/counseling is available through UBS Financial Services and is paid for by UC Health. Residents must sign up for an appointment through UC Health Human Resources.

IX. MetLife Auto/Home Insurance

Discounted rates on auto and home/rental insurance. Premiums paid through payroll deductions.

X. Smoking Cessation

Free smoking cessation programs are offered by UC Health. Contact the UC Health Benefits Department at 585-6060.

XI. Critical Illness Insurance

Plan offers a lump sum payment if diagnosed with any listed condition under the policy. Insurance premiums are paid through payroll deductions.

XII. Accident Insurance

Plan offers a lump sum payment for over 150 covered medical services and treatments. Insurance premiums are paid through payroll deductions.

XIII. Legal Insurance

Provides legal services through Hyatt Legal. Premiums paid through payroll deductions.

***UC Health UCMC Compensation & Benefits for Residents  
July 1, 2020 – June 30, 2021***