

**RIVERSIDE METHODIST HOSPITAL
MEDICAL EDUCATION DEPARTMENT
Columbus, Ohio**

RESIDENT AGREEMENT

This Agreement ("Agreement") is made by and between Riverside Methodist Hospital (RMH), ("Hospital"), Columbus, Ohio and ("Resident"), effective as of **June 23, 2008**.

In consideration of the mutual promises made below, the Hospital and the Resident agree as follows:

SCOPE OF RESIDENCY PROGRAMS

- I. The Hospital is committed to maintaining graduate medical education programs approved by the Accreditation Council for Graduate Medical Education in the following areas: Family Practice, General Surgery, Preliminary Surgery, Internal Medicine, Obstetrics and Gynecology, and Transitional and Preliminary Medicine. Each such program has a Program Director and may have a chief resident.
- II. The Hospital has established a formal affiliation with Doctor's Hospital for residency training the Internal Medicine, and with The Ohio State University for residency training in the following programs: Emergency Medicine, Neurology, General Surgery, Neurosurgery, Otolaryngology, Orthopedic Surgery, Physical Medicine and Rehabilitation, Plastic Surgery, and Urology.

TERM AND TERMINATION

*The term of this Agreement shall commence on **June 23, 2008 and end on June 23, 2009**. This Agreement shall not be terminated by either party prior to its expiration unless the Resident is unable to perform his or her assigned duties or fails to meet the performance standards of the training program in the judgment of the Hospital because of incapacitating illness or if he or she has violated this Agreement or the Hospital's policies, procedures, rules or regulations. If the decision is made not to renew a resident's contract, the Program Director must notify the resident in writing no later than four months prior to the end of the contract. If the decision not to renew occurs within the four months prior to the end of the contract, the Program Director must provide the resident with as much written notice as circumstances reasonably allow prior to the end of the contract. The Resident may appeal a termination action in accordance with the Grievance Procedure as it is stated in this agreement. There is no obligation to extend this Agreement beyond its initial term.*

APPOINTMENT TO RESIDENCY PROGRAM

The Hospital desires to appoint, and the Resident accepts an appointment to the Family Medicine residency program, subject to the terms and conditions set out in this Agreement.

1. While performing his or her duties at the Hospital or at other locations as directed by the Hospital, the Resident agrees to conduct him/herself in accordance with the Rules and Regulations of the Medical Staff, the Medical Education Policies and Procedures, the directions of the Graduate Medical Education Committee, the Director of Medical Education, and the Program Director of the residency program, the Policies and Procedures of the

Hospital, the RMH House Staff Handbook, and the *RMH Cognitive and Non-Cognitive Standards for House Staff*.

2. If the Resident has or becomes aware of any health condition which could have an effect on the Resident's ability to practice medicine, or if the performance of essential functions of his or her job requires reasonable accommodation in order to facilitate the Resident's continued practice of medicine or essential requirements of his or her job, the Resident shall inform the Program Director and the Director of Medical Education, who together shall determine what accommodations, if any, shall be made. Such conditions include but are not limited to, substance abuse, mental illness, physical disability, or contagious diseases such as HIV or tuberculosis. See RMH Medical Education Policy: *Resident Physician Emotional and Behavioral Health*.
3. In the event of any conflict between the Policies and Procedures of the Hospital and this Agreement, this Agreement shall be controlling. Otherwise, the Resident shall abide by all Policies and Procedures of the Hospital.
4. To begin the PGY-1 year, the applicant must have met and completed all the requirements to receive his or her medical school degree. The degree must also be conferred before the applicant begins the Riverside Methodist Hospital residency.
5. Each residency program shall be responsible for determining the academic standards required for satisfactory progress through each year of study and for the completion of the requirements. These shall be in accordance with the ACGME requirements for each specific residency.
6. The Resident shall be responsible for ensuring that he or she is meeting the requirements and expectations of the Medical Education Department and the Hospital by attending assigned responsibilities such as Hospital Committee/Council meetings (see RMH Medical Education policy: *Resident Involvement on Hospital Committees*), completing all assigned Medical Records, reading and adhering to the appropriate policies and procedures, and by abiding by the cognitive and non-cognitive standards for house staff.
7. Riverside Methodist Hospital and the Department of Medical Education are committed to providing a work environment free of discrimination. See RMH Medical Education policy: *Resident Selection Policy*, and the OhioHealth Human Resources Policy #1.00: *Equal Employment Opportunity*. The Hospital maintains a strict policy prohibiting sexual harassment. See the OhioHealth Human Resources Policy and Procedure #3.50: *Sexual Harassment* and Medical Staff Policy #16: *Sexual Harassment*.

SALARY

Effective **June 23, 2008**, the annual stipend for «PGY-1 year» residents shall be **\$45,676.38** payable in bi-weekly installments, 26 times a year. Federal, city, state, and Social Security tax will be withheld.

INSURANCE BENEFITS

1. Life, Health, Dental, and Disability Insurance

The Resident is entitled to participate in all life, health, dental, and disability insurance benefits offered to full-time employees. A menu of benefits and the employee's share of cost, will be presented to you upon your arrival in July. Health and dental insurance are available in single, single-plus-one, and family options.

2. Professional Liability Insurance

- a. The Hospital provides professional liability insurance for the acts of all residents incurred in the performance of their duties in the Hospital or at the direction of the Program Director or the Director of Medical Education as part of their residency program activities. The Hospital will defend and assume the costs of all such claims, regardless of when such claims are made or whether the resident is still in a Hospital residency program. See RMH Medical Education policy: *Statement of Liability Insurance*.
- b. The professional liability insurance coverage is limited to actions within the scope of the Hospital's residency program. Activities outside the scope of the residency program (e.g., moonlighting, Acute Medical Consultant duties) are not covered under this Agreement, and it is the sole responsibility of the resident to arrange coverage for such activities.
- c. In consideration of such coverage, the Resident agrees to provide the Hospital's Risk Manager or General Counsel with prompt notice of any claim or potential claim of professional liability, and to cooperate with the Hospital's Risk Management Department, General Counsel's office and trial counsel in the investigation and defense of any claim made against the Resident or the Hospital due to the Resident's delivery of care.

MEDICAL AND OTHER SUPPORT SERVICES

The Resident may seek medical assistance while on duty through the Employee Health Program. Counseling and other mental health services are available as described in RMH Medical Education Policy: *Resident Physician Emotional and Behavioral Health*.

MEALS

The Resident shall receive complimentary meals while on duty in the hospital as prescribed by Medical Education.

LAUNDRY

The Resident will be furnished with two lab coats per year as needed, and scrubs as needed, which shall remain the property of the Hospital.

LIVING QUARTERS

Living Quarters will be furnished by the Hospital only when the Resident is scheduled for overnight duty; such duty varies by service and specialty but generally averages every third night.

LEAVES OF ABSENCE / TIME OFF--For more detailed information on leaves of absence / time off, please see the RMH House Staff Handbook and the RMH Medical Education Department policy: *Leave of Absence for House Staff*.

1. VACATION:

- a. Residents are entitled to three weeks vacation for each PGY level. Vacation will be prorated appropriately for contracts less than one academic year.
- b. Vacations must be scheduled by submitting the appropriate form with approval of the chief resident and program director to the Medical Education office by the 15th of the month prior to the requested vacation month. Individual residency programs may have additional scheduling requirements.
- c. Unused vacation time may not be transferred to subsequent academic years.

2. SICK LEAVE:

The Resident is entitled to five (5) days of paid sick leave during the term of this Agreement. Notification must be given to the Medical Education Department and the Hospital operators when absent from any service. Illness requiring more than five (5) days of absence will be classified as Disability Leave.

3. PARENTAL LEAVE:

This is a flexible leave policy and should be discussed in advance with the Program Director and Chief Resident. Residents are granted three (3) days paid leave for the birth or adoption of a child. For leave exceeding three (3) days, birth mothers may use a combination of sick time, vacation time, and/or time off without pay for a maximum of six (6) weeks maternity leave for normal delivery. For leave exceeding three (3) days, birth fathers and adoptive fathers/mothers may use vacation time for a maximum of two (2) weeks parental leave. (See RMH Medical Education Policy: *Parental Leave*).

4. DISABILITY LEAVE:

- a. Residents are entitled to ninety (90) days of short term paid disability leave. If unable to return to work, long term disability is available.
- b. The Resident must consult the Program Director regarding certification requirements in the particular program prior to any extended leave. The various specialty boards have differing requirements regarding the need to make up time missed from a training program.

5. CONFERENCE LEAVE:

Residents in good academic standing in the PGY-II academic year and above are entitled to

five (5) days paid conference time annually. A request form must be completed and signed by the appropriate Program Director before the conference time may be granted. The Program Director may grant additional conference time at his or her sole discretion. PGY-I residents in some programs may be eligible to attend conferences at the sole discretion of the Program Director.

6. **PROFESSIONAL LEAVE:**

Professional leave will be defined and granted at the discretion of the Program Director. A request for paid professional leave must be approved in advance by the chief resident and Program Director. Adequate service coverage during the proposed leave must be demonstrated before the request can be granted. Any absence must be communicated to the Medical Education office.

DUTY HOURS

Residents are expected to be on duty from 7:00 a.m. to 5:00 p.m. Monday through Friday. Weekend, holiday, and night coverage will be in accordance with the RMH Medical Education Department policy: *Duty Hours* and the requirement of the specific residency program, as determined by the chief resident or Program Director.

MOONLIGHTING

Internal and external moonlighting is not permitted, except under special circumstances when the resident is granted permission by the Program Director. All internal moonlighting must be counted toward the 80-hour weekly limit on duty hours. PGY-1 residents may not participate in external moonlighting activities. Any resident participating in moonlighting, internal or external, must be licensed to practice medicine in the State of Ohio and must understand that the professional liability insurance given to them by Riverside Methodist Hospital while acting as a resident physician is **NOT** in effect during moonlighting activities. (See RMH Medical Education Policy: *Moonlighting*).

ACCOMMODATION FOR DISABILITIES

OhioHealth provides equal employment opportunities and reasonable accommodation for qualified individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) of 1990. OhioHealth prohibits discrimination in regards to job application procedures, hiring, advancement, discharge, compensation, benefits, job training and all other terms, conditions and privileges of employment, including resident physicians. (See RMH Human Resources Policy: *Disabilities and Reasonable Accommodations*).

PHYSICIAN IMPAIRMENT

It is the responsibility of each member of the Medical Staff to voluntarily report when he/she or any other Practitioner suffers from a temporary or chronic health condition or impairment that may adversely affect rendering patient care. In addition, any other person may report such a condition or impairment. Indication of possible impairment while on duty is considered an immediate threat to patient safety. The person(s) receiving this report shall arrange for an immediate interview and assessment of the situation. (See RMH Medical Staff Policy: *MSP-23 Impaired Practitioner*).

OFF-DUTY PROFESSIONAL ACTIVITIES

Appointment and acceptance to the residency program are a full-time responsibility. Any professional activity outside the purview of the residency program must not interfere with the Resident's performance of his or her Hospital duties. The resident will participate in these activities only with the prior knowledge and permission of the Program Director.

LICENSURE

The Department of Medical Education will provide all house staff with a State of Ohio Training Certificate for the duration of their residency training. Training certification is limited to the resident's professional activities in the course of his or her residency program.

Residents who wish to obtain a permanent Ohio State Medical License during their training can do so by following the guidelines as outlined by the State Medical Board of Ohio. Expenses incurred for the permanent license will be the responsibility of the resident. See RMH Medical Education Policy: *Resident Licensure*.

GRIEVANCE PROCEDURE

1. Prior to the initiation of a formal grievance request in any dispute or controversy involving the interpretation or application of this Agreement or any policies and practices of the Hospital (including but not limited to policies on gender and other forms of harassment), the Resident is encouraged to pursue an informal approach, using communications with mentors, counselors, and the Program Director to resolve the dispute. The resident must transmit a written grievance request to the Director of Medical Education within three working days of the incident and/or the effective date of the Administrative Academic Action (See RMH Medical Education Policy: *Administrative Academic Action*). This time period will not be extended due to informal resolution efforts unless specifically extended in writing by the Program Director or Director of Medical Education.
2. Upon receipt of a grievance, the Director of Medical Education will notify the Graduate Medical Education Committee (GMEC) and the Program Director. The Director of Medical Education shall consult with the Program Director and determine whether to recommend rescission of the Administrative Action to the GMEC or to proceed to the next step.
3. If the Director of Medical Education and the Program Director uphold the original decision, then the Director of Medical Education will appoint a panel and deliberate the action as described in the Medical Education policy: *Due Process*. The resident shall not be represented by legal counsel at this hearing.
4. During the grievance appeal and until the final determination is made, the Administrative Academic Action will remain in effect; but if relieved of duty, the resident will continue to receive salary and benefits until the final determination or for thirty (30) days, whichever occurs first. The final decision on the appeal shall be made by the Director of Medical Education and there shall be no appeal from this decision.

For more information, please refer to the RMH Medical Education Policy: *Due Process and*

House Staff Grievance Policy.

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SUSPENSION

The Resident may be suspended with or without pay by the Program Director or Acting Program Director for failure to perform his or her duties or infraction of established policies and procedures. Written notice of the suspension will be provided to the resident by the Program Director in advance of the effective date if practicable; otherwise, such notice will be provided at the initiation of the suspension. The notice will include the effective date of the suspension, the reasons for it and, if known, the date on which the suspension will end or the conditions which must be satisfied to end the suspension. A copy of the notice will be sent to the Director of Medical Education. If there are conditions which must be satisfied in order to end the suspension, the Program Director must identify them as soon as possible after the effective date, but in no case later than three (3) working days after the effective date. It is the responsibility of the resident to demonstrate satisfactory completion of such conditions. For more information, please see RMH Medical Education Policy: *Administrative Academic Actions*.

HOSPITAL RESPONSIBILITIES

The Hospital agrees to provide an environment wherein both the teaching staff and residents continually strive to improve their knowledge and medical skills. Residents will be incorporated into medical staff programs related to medical education and patient care in a true cooperative and educational relationship. In addition, the Hospital agrees to provide training programs that meet the essentials of accredited residencies as required by the Accreditation Council of Graduate Medical Education and the Residency Review Committees.

If it becomes necessary for the Hospital to reduce the size of a residency program or to close a residency program, the Hospital will inform the resident as soon as possible and make every effort to allow residents already in the program to complete their education. If any residents are displaced by the closure or reduction of a residency program, the Hospital and the Department of Medical Education will make every effort to assist the residents in identifying a program in which they can continue their education.

IN WITNESS WHEREOF, the Hospital and the Resident sign this Agreement and make it effective as of the date indicated.

Resident signature

Date

Pamela J. Boyers, Ph.D.
Designated Institutional Official

Date