

GRADUATE MEDICAL EDUCATION EMPLOYMENT AGREEMENT

This Graduate Medical Education Employment Agreement (“Agreement”) is effective between _____ (“Effective Date”) and _____ and is between OhioHealth Corporation doing business as **[Insert Hospital Name]** (“Hospital”) for the purposes of the Hospital’s **[Insert Name of Program]** (“Program”) and _____ (“Trainee”).

Recitals

WHEREAS, Hospital operates the Program as an accredited graduate medical education program;

WHEREAS, Trainee has been accepted into the Program; and

WHEREAS, consistent with accreditation requirements, Hospital and Trainee desire to memorialize their obligations to each other with respect to the Program.

THEREFORE, the parties agree:

I. Appointment of Trainee to Program. The Hospital and the Program appoint Trainee to service as a PGY **[]** in the Program for the Term of this Agreement and shall employ the Trainee and provide the Trainee with instruction and educational experiences during such year in accordance with standards and practices as established and approved for the training and education of residents/fellows by the Program’s accreditation body. The Trainee accepts such appointment according to the terms of this Agreement. This Agreement is subject to the personnel policies of the Hospital and OhioHealth Corporation (“OhioHealth”), the standard policies and procedures of the Department of Medical Education, the relevant portions of the Hospital Medical Staff Bylaws and Rules and Regulations, and the accrediting body.

II. Trainee Responsibilities. During the term of the Agreement, the Trainee shall perform the duties and satisfy the requirements described below. Trainee acknowledges that failure to fulfill any or all of these duties and requirements shall be considered a material breach of this Agreement and may lead to corrective action, including but not limited to termination, suspension, probation, or non-renewal of this Agreement.

A. While performing his or her duties at the Hospital or at other locations as directed by the Hospital, the Trainee agrees to conduct him/herself in accordance with the Rules and Regulations of the Medical Staff; the Medical Education Policies, Procedures, and other governing documents; the directions of the Graduate Medical Education Committee, the Designated Institutional Official (“DIO”) or Director of Medical Education (“DME”), and the Program Director; the Policies and Procedures of the Hospital and OhioHealth; the Hospital’s House Staff Handbook, if applicable; OhioHealth employment policies; and the OhioHealth Code of Conduct. If this Agreement conflicts with any of the foregoing, this Agreement controls. Trainee must dress and carry out his/her duties in a professional and ethical manner in accordance with State and Federal laws and state licensure standards.

B. If the Trainee has or becomes aware of any health condition that could have an

effect on the Trainee'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 Trainee's continued practice of medicine or essential requirements of his or her job, the Trainee shall inform the Program Director and the DIO or DME, who together with OhioHealth's Associate Health and Wellness Department shall determine what reasonable 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.

C. The Trainee must have met and completed all the requirements to receive his or her medical school degree. The degree must be conferred before the Trainee begins the Program. The Trainee must maintain the medical school degree throughout the term of this Agreement and throughout participation in the Program. If any question arises regarding the status of the Trainee's medical school degree, including revocation or threatened revocation of the degree, the Program may take appropriate and immediate corrective action according to its policies, including but not limited to suspension and/or termination of this Agreement and removal of Trainee from the Program.

D. The Trainee shall meet the requirements and expectations of the Medical Education Department, the Hospital, and the Program by attending assigned responsibilities such as Hospital Committee/Council meetings, completing all assigned medical records, progress notes, charts, reports or other necessary documentation, reading and adhering to the appropriate policies and procedures, satisfactorily completing educational components of the Program, and abiding by all Program requirements and expectations such as providing clinical coverage for patients, participating in clinical rotations, taking call as scheduled by the Program and performing such procedures as are assigned and scheduled by the Program under the guidance of faculty and preceptors who shall formally evaluate the service, coverage, participation, and professional performance of the Trainee.

E. The Trainee must maintain a valid training certificate or medical license in the State of Ohio throughout the duration of the Agreement and participation in the Program. Documentation of such licensure or proof of a valid training certificate must be provided to the Department of Medical Education prior to the commencement of this Agreement, if available, and if not available, as soon thereafter as such documentation becomes available. Failure to comply shall permit Program to immediately suspend Trainee or terminate this Agreement. Trainee shall immediately notify the Program of any action taken or contemplated and for which Trainee has received notice which may subject Trainee's license or training certificate to practice to disciplinary action including but not limited to suspension, revocation, limitation or other restriction. If any question arises regarding the status or validity of the Trainee's license or training certificate, the Program may take appropriate and immediate corrective action according to its policies, including but not limited to suspension and/or termination of this Agreement and removal of Trainee from the Program.

F. The Trainee must maintain a current and valid National Provider Identification (NPI) number throughout the term of this Agreement and participation in the Program.

G. Trainee shall undergo and successfully pass Hospital's pre-employment screening before beginning the Program, including but not limited to a pre-employment health screening and physical examination, as well as a criminal background check. Trainee may randomly be requested, and shall comply with any such request, to undergo a blood test, urinalysis, breathalyzer test or other diagnostic test or drug screen at the discretion of the Program or Hospital due to the critical importance to provide safe quality patient care. Failure to comply with or pass said examination may result in

corrective action, including but not limited to the immediate termination of this Agreement and removal from the Program.

H. The Trainee shall develop a personal program of self-study for life-long learning and professional growth.

I. The Trainee must obtain and maintain such certifications (e.g., ACLS) during the term of this Agreement reasonably required by the Program or Hospital from time to time according to Program or Hospital policies.

J. The Trainee shall not submit nor accept fees or other forms of compensation from patients or other payers in the Program setting for services performed under this Agreement.

III. Hospital and Program Responsibilities.

A. The Program shall determine 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 applicable accreditation requirements for the Program and relevant specialty board requirements.

B. The Program shall periodically evaluate the service, coverage, participation, performance, and professional progress of the Trainee.

C. If it becomes necessary for the Program to reduce its size or to close, the Program will inform the Trainee as soon as possible and allow trainees already in the Program to complete their education to the extent possible, or assist them in enrolling in another program- in which he/she can continue his/her education.

IV. Term and Termination. The term of this Agreement is as stated above. There is no obligation to extend or renew this Agreement beyond such term. The Program or Hospital may terminate this Agreement prior to its natural expiration if the Trainee is unable to perform his or her assigned duties or fails to meet the performance standards of the Program in the judgment of the Program or Hospital and for breach of this Agreement, including but not limited to failure to abide by Program and Hospital policies or procedures. The Trainee may appeal a termination action in accordance with applicable Program policies. If the decision is made not to renew this Agreement for the following training year for a Trainee who is not completing his/her training in the current year, the Program Director must notify the Trainee in writing no later than four months prior to the end of this Agreement if such decision is made within such timeframe. If the decision not to renew occurs within the four months prior to the end of this Agreement, the Program Director must provide the Trainee with as much written notice as circumstances reasonably allow. The parties may mutually agree in writing to terminate this Agreement at any time prior to the natural expiration of the Agreement.

V. Conditions for Reappointment. Promotion of a Trainee to the subsequent year of training requires satisfactory cumulative evaluations and satisfactory progress in outcomes-based milestones (e.g., patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, systems-based practice), demonstrated proficiency competencies required by the Program's accrediting body, attendance and punctuality and required Program activities, satisfactory clinical evaluations, completion of teaching evaluations,

appropriate residency advisory committee input, and adherence to Hospital and Program policies and procedures.

VI. Compensation and Benefits. [FOR AOA PROGRAMS: A written statement of benefits must be attached to the contract and a copy provided to the trainee.] More detailed information regarding applicable benefits will be provided to the Trainee before beginning the Program or during orientation. Benefit plans, time-away policies, and other benefits are subject to change at any time and from time to time in the sole discretion of the Hospital and Program subject to applicable accreditation and legal requirements.

A. The annual stipend for the Trainee during the term of this Agreement shall be _____ Dollars (\$ _____) payable in bi-weekly installments in accordance with Hospital's payroll procedures. The stipend is subject to applicable federal, city, state withholdings.

B. The Hospital provides professional liability insurance for the acts of the Trainee in the performance of his/her duties under this Agreement in the Hospital or at the direction of the Program Director or the Designated Institutional Official/Director of Medical Education as part of the Program. The Hospital will defend and assume the costs of all such claims, regardless of when such claims are made or whether the Trainee is still in the Program. The professional liability insurance coverage is limited to actions within the scope of the Program. Professional liability insurance coverage for intentional actions and activities outside the scope of the Program (e.g., external moonlighting) are not covered under this Agreement, and it is the sole responsibility of the Trainee to arrange coverage for such activities and provide satisfactory proof of such coverage to the Program before the Trainee may undertake such activities. The Trainee 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 Trainee or the Hospital due to the Trainee's acts or omissions.

C. The Trainee may elect health benefits, including medical, dental and vision according to then-current Hospital plans and programs.

D. The Trainee may take a number of vacation days according to then-current Hospital and Program policies. The Trainee shall schedule such days in accordance with Hospital and Program policies. Scheduling by the Trainee of vacations, holidays, educational meetings, and other elective time away from duties shall be subject to the needs and approval of the Program, the Department of Medical Education, and the Hospital. The Trainee will be accommodated for time away due to any bona fide emergency in accordance with applicable Hospital and Program policy. The Trainee may take sick, parental, bereavement, and other leave according to law and then-current Hospital policies, which may be modified from time to time and at any time in Hospital's discretion. Residents must coordinate leave of absence requests with Program director to ensure that they meet accreditation requirements and applicable specialty Board requirements. While the Trainee may, with Program director approval, use available vacation time or time off without pay during the same academic year in which parental leave is taken, doing so may result in an unpaid extension of the training program. Scheduling by the Trainee of such benefits as vacations, holidays, educational meetings, and other elective time away from duties shall be subject to the needs and approval of the Program, the Department of Medical Education, and the Hospital. The Trainee should be aware that the amount of leave or absence from the Program taken for any reason may affect eligibility for certification boards. The Trainee should consult the Program

Director regarding certification requirements in the Program prior to any extended leave.

E. The Trainee may have an additional allotment of funding and days off for educational activities outside of the Program according to then-current Hospital and Program policies, which may be modified from time to time and at any time in Hospital's discretion.

F. The Trainee may elect basic life insurance for himself/herself and dependents. In addition, Trainee can choose accidental death and dismemberment coverage. Rates depend on the amount of coverage.

G. OhioHealth provides short term disability coverage for an illness or injury that prohibits Trainee from fulfilling educational and clinical responsibilities according to then-current OhioHealth and Program policies. OhioHealth provides long term disability coverage to protect part of Trainee's income if an injury or illness keeps Trainee from working for an extended period of time in accordance with then-current OhioHealth policies and programs. Please refer to benefits information for rates, coverage, and additional information.

H. The Program will provide call rooms, and if provided for by policy, an expense stipend for the Trainee from time to time as needed due to overnight and on-call duties per current Program policy in effect at such time.

I. The Program will provide two (2) lab coats to the Trainee in the first year of the Program and, if needed in the discretion of the Hospital, one (1) each year thereafter.

VII. Duty Hours; Moonlighting and Off-Duty Professional Activities. Duty hours are defined as all clinical and academic activities related to the Program. All duty hours shall conform to Hospital and Program policies and applicable accreditation requirements. Weekend, holiday, and night coverage will be in accordance with Program policy. Trainee shall know the applicable duty hour requirements and associated Program policies and comply with them. Trainee shall document duty hours according to Program instruction and policy. Moonlighting is not permitted, except under special circumstances when the Trainee is granted permission by the Program Director. All moonlighting must be counted toward duty hours limits. PGY-1 Trainees may not participate in moonlighting activities. Any trainee participating in moonlighting, internal or external, must be licensed to practice medicine in the State of Ohio, have appropriate arrangements for a "fee-paid" DEA, and must understand that *the professional liability insurance afforded to him or her by OhioHealth under this Agreement while acting as a trainee physician is NOT in effect during external moonlighting activities, and the Trainee must obtain his or her own professional liability insurance covering external moonlighting and off-duty professional activities, at his or her own cost.* The Hospital's DEA number is restricted for use by the Trainee only in the course of carrying out clinical duties within the Program and not including external moonlighting or off-duty professional activities. Appointment and acceptance to the Program is a full-time responsibility. Any moonlighting or professional activity outside the purview of the Program must not interfere with the Trainee's performance of his or her Hospital and Program duties. The Trainee may participate in moonlighting or off-duty professional activities only upon prior written consent of the Program Director. Failure to obtain such consent or separate professional liability insurance prior to engaging in such activities may subject Trainee to disciplinary action in accordance with Program policy.

VIII. Grievance Procedure and Due Process. Whenever the clinical performance, professional conduct, personal behavior, Trainee activities warrant, or for other good cause, a written

request for corrective action, including the reasons supporting the request, may be made to the Program Director, DIO, or DME and shall be processed in accordance with applicable policy. Trainee grievances are encouraged to be resolved through the Program Director, as may be appropriate, and according to applicable policy, as necessary. The Trainee is encouraged to pursue an informal approach, using communications with mentors, counselors, and the Program Director to resolve the dispute. Refer to the grievance/due process policy for a detailed description of the process and policy for resolving disputes and grievances.

IX. Counseling, Medical, and Psychological Support Services; Disability; Physician Impairment. Any Trainee in need of counseling, medical, or psychological support services shall be provided access to appropriate and confidential counseling, medical, and psychological support services in accordance with current Program policies. The Hospital and Program provide equal employment opportunities and reasonable accommodation for qualified individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) of 1990, and as amended. Hospital and Program prohibit 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/fellow physicians. Trainee may, if necessary, request a reasonable accommodation for disabilities in accordance with the policies of Hospital, Program, and OhioHealth as they shall be in effect from time to time. Copies of these policies are available on the intranet site. It is the responsibility of each member of the Medical Staff of the Hospital to 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 may be considered an immediate threat to patient safety and can lead to adverse corrective action to the Trainee in accordance with applicable policy. If impairment is suspected while on duty, Trainee may be requested, and shall comply with any such request, to undergo a blood test, urinalysis, breathalyzer test or other diagnostic test or drug screen at the discretion of the Program or Hospital. The Hospital and Program prohibit all individuals, including employees and contractors, from unlawful manufacture, distribution, dispensing, possession, or use of alcohol or controlled substances on Hospital owned or leased property.

X. Harassment. The Program is committed to providing a work environment free of sexual and any other forms of harassment and maintains a strict policy prohibiting sexual harassment. Further, it is the policy of the Medical Staff of the Hospital to create and support a hospitable, cooperative and non-coercive environment in which all persons may work. Harassment of any kind is unacceptable, unprofessional and is prohibited and may lead to adverse action against the Trainee. Allegations of harassment will be investigated and handled in accordance with applicable OhioHealth, Hospital and Program policies and procedures. Exploitation of an employee will not be permitted by any person within the control of Program or Hospital.

XI. Specialty Board Examination. To become certified in a field of medicine, a physician must complete the requisite pre-doctoral education, satisfactorily meet the graduate medical education training requirements, demonstrate clinical competence in the care of patients, meet licensure and procedural requirements, and pass the required certification examination by the specialty board. Information on eligibility and application for certification examination requirements can be found on each specialty board's website.

XII. Restrictive Covenant. Neither the Program nor the Hospital may require Trainee to sign a non-competition covenant.

XIII. Miscellaneous. The laws of the State of Ohio govern this Agreement. The parties agree that the only venue for a claim arising from this Agreement shall be a court of competent jurisdiction located in Franklin County, Ohio. This Agreement may be executed in counterpart, with each such counterpart considered an original, but all counterparts together constituting one legal instrument. In the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement. Neither party may assign or delegate its rights or duties without first obtaining the other party's signed written consent. This Agreement contains the entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, written or oral, between the parties. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provisions.

The parties execute this Agreement with the present intent to be bound as of the Effective Date.

Program

Trainee

By: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

Institution

By: _____

Printed Name: _____

Title: _____

Date: _____