

**UNIVERSITY OF CINCINNATI MEDICAL CENTER**  
**2015/2016 GRADUATE DENTAL EDUCATION STANDARD TERMS & CONDITIONS**  
**ADVANCED EDUCATION IN GENERAL DENTISTRY**

---

UC Health, LLC, an Ohio non-profit limited liability company, on behalf of University of Cincinnati Medical Center, LLC (“UCMC”), an Ohio non-profit limited liability company, and Resident have executed a Graduate Dental Education Contract (the “GDE Contract”) which incorporates these 2015/2016 Graduate Dental 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 dental education in which Resident trains for practice in general dentistry in accordance with the standards of the American Dental Association (ADA) Commission on Dental Accreditation (CODA).

The Advanced Education in General Dentistry 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 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 Office of Graduate Medical Education received the written notice.

**Section 1. TERMS OF APPOINTMENT**

Appointment to the Residency Program is contingent upon Resident providing to UCMC all of the credentialing documentation identified in Exhibit A prior to the “Commencement Date” set forth in the GDE Contract. Resident understands that the GDE Contract may be declared a nullity by UCMC and shall not become effective if Resident fails to do so. In addition, Resident must submit evidence that he or she: (i) has registered with UC Health Associate Health and Wellness Department and has received the required immunizations prior to the Commencement Date in full compliance with the Residency Program’s policies and all applicable federal, state and local laws and regulations; (ii) has submitted to the required pre-employment drug screening program; (iii) agrees to participate in any drug and alcohol testing required for participation at any facility to which Resident is assigned as part of the training program; and (iv) has cleared any and all criminal background checks required for participation at UCMC or any other facility to which Resident is assigned as part of the Residency Program. If Resident refuses to submit to any drug and alcohol testing, Resident shall be dismissed from the Residency Program. Failing

any drug and/or alcohol testing is also grounds for termination from the Residency Program. Further, Resident must be in sufficient physical and mental condition to perform the essential functions of appointment with or without reasonable accommodations.

Resident agrees that he or she may be assigned to UCMC or to another hospital or training site and agrees further that such assignment is in furtherance of the dental 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 GDE Contract or these Standard Terms & Conditions shall be deemed to make Resident a public employee or an employee of the University of Cincinnati (the "University").

## **Section 2. DUTIES OF RESIDENT**

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

- 2.1.1 **Reports and Records:** Resident shall prepare and maintain, or cause to be prepared and maintained, all reports, claims, correspondence and records relating to all professional services rendered under the GDE Contract. Resident further agrees to properly prepare and maintain, or cause to be properly prepared and maintained, all records and reports required by all applicable federal and state statutes and regulations and policies adopted by UCMC. Resident agrees that the Residency Program or an independent third party auditor shall be permitted to inspect any such records and reports. The Residency Program shall pay all reasonable administrative costs incurred in preparing and maintaining all such reports and records.
- 2.1.2 **Professional Standards:** Resident shall comply with all applicable law and ethical standards relating to the practice of dentistry, 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 or dental staff, UC Health or any hospital, medical or dental staff of a hospital or other facility at which Resident is assigned in connection with the Residency Program; and (iii) all standards required to maintain accreditation by The Joint Commission, ADA, and any other relevant accreditation organizations.
- 2.1.3 **Quality Assurance and Corporate Compliance:** Resident shall cooperate and comply with any and all quality assurance, corporate compliance and related programs implemented by Residency Program, College, UCMC, UCMC's medical or dental staff, UC Health or any hospital, medical or dental staff of a hospital or other facility at which Resident practices dentistry in connection with the Residency Program.

2.1.4 Licenses: Resident agrees to obtain a Limited Resident's License for Dentistry from the Ohio State Dental Board and maintain such license throughout the course of training. Failure to either obtain or maintain a Limited Resident's License for Dentistry in the State of Ohio is grounds for immediate dismissal from the program with no right of review or appeal.

2.1.5 Notice: Resident shall immediately notify the Residency Program of (i) any notice or other information that relates to or may effect in any way Resident's license to practice dentistry in Ohio or any other state in which Resident is licensed; (ii) any notice or other information regarding any notice, information, decision or action that relates to or may effect in any way Resident's Drug Enforcement Administration Registration number; or (iii) any information which Resident has reason to believe may lead to: (1) a claim against the professional liability insurance maintained by UCMC on Resident's behalf; or (2) termination, modification or suspension of Resident's license to practice dentistry in Ohio or any other state in which Resident is licensed.

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

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

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

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

Further, Resident agrees to continue to meet UCMC's standards for immunizations in the same manner as all UCMC personnel and as required by

federal, state and local law and UCMC policy. The results of all examinations and immunizations shall be provided to UC Health Associate Health and Wellness Department. Resident agrees to comply with UCMC's requirements concerning Resident's health status during the term of the GDE Contract, as these requirements may be changed by UCMC from time to time.

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

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

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

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

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

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

- 2.1.14 Outside Activities (Moonlighting): Moonlighting is not allowed while participating in the Advanced Education in General Dentistry program.
- 2.1.15 Duty Hour Reporting: Resident agrees to record and report all duty hours in compliance with program, institutional and ADA requirements. Resident agrees to comply with the written policies on duty hours of UC Health, UCMC and College.
- 2.1.16 Nondiscrimination: In performing under the GDE Contract, Resident shall not discriminate on the basis of race, sex, color, age, religion, national origin, ancestry, sexual orientation, disability, health status, genetic information, source of payment or ability to pay for services rendered, or any other status protected by applicable law.
- 2.1.17 Inventions: Resident agrees to comply with the applicable patent, copyright and development policies of UC Health, UCMC and College and will report all inventions developed using University or UC Health resources to the Dean of the College, and, if requested by the College, assign such invention to the University or UC Health, as applicable, and execute all documents, including patent applications and related papers, as may be necessary to transfer and secure to the University or UC Health, as applicable, the rights to such invention and to any patent issued or to be issued thereon.
- 2.1.18 Communication: Email is an official communication mechanism used by the Residency Program to relay information to residents; therefore, residents must regularly check the email account assigned to them and designated for communication by the GME office (not a personal email account) to assure they are receiving all communications. In addition, Resident must provide the Residency Program with his or her current mailing address. If Resident moves, he or she must promptly provide the Residency Program with his or her updated mailing address.

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

### **Section 3. INSTITUTIONAL RESPONSIBILITIES**

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

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

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

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

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

3.5 Professional Liability Insurance: UCMC shall provide professional liability insurance (through a commercial carrier or self-insurance fund) insuring Resident against any and all claims, actions, causes of action, costs and expenses (including costs of legal defense) relating to or arising out of the performance of services under the GDE 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 dental and other services rendered by Resident in private practice or otherwise outside the scope of the GDE Contract, including any moonlighting activities.

- 3.6 **Use of UCMC Facilities:** UCMC shall provide office and work space, dental facilities, access to adequate library resources, personnel, patient and information support services, equipment and supplies reasonably required by Resident to satisfactorily perform Resident's duties hereunder and as appropriate to the training program. Resident covenants and agrees that no such facilities will be used for the benefit of Resident's private practice or other business in which Resident may be engaged.
- 3.7 **Evaluation:** The Residency Program shall evaluate the educational and professional progress and achievement of Resident on a regular and periodic basis as is consistent with accreditation requirements. UCMC and Resident recognize the goals and objectives articulated by the ADA Commission on Dental Accreditation as a framework for the evaluation of Resident. The Residency Program Director shall provide each resident with documented evaluation of performance with feedback semiannually or more frequently if required by the program, by the ADA Commission on Dental Accreditation or the Residency Program. A confidential record of the Resident's evaluation shall be maintained by the Residency Program in accordance with ADA Commission on Dental Accreditation standards and will be available for Resident's review. UCMC and Residency Program shall make good faith efforts to make evaluations accessible to the Resident in a timely manner.

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

- 3.8 **Certificate:** The Residency Program's certification of completion of training is conditional on (a) the recommendation and signature of the Residency Program Director, (b) final clearance that Resident has complied with Section 2.1.10 (Return of Materials) of these Standard Terms & Conditions, and (c) documentation that Resident has completed all requirements of the training program. The Residency Program will issue to Resident a Certificate only if Resident successfully completes the entire program. At the discretion of the DIO, a letter of participation may be issued if the Resident has completed some, but not all, of the Residency Program requirements.
- 3.9 **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.
- 3.10 **Restrictive Covenants:** In compliance with ADA requirements, Resident cannot be required to sign a non-competition guarantee as a condition of participation in the Residency Program.

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

3.12 Accommodation for Disabilities: In accordance with the Americans with Disabilities Act and UC Health's Equal Employment Opportunity Policy, the Residency Program will make reasonable accommodations to enable qualified residents with a disability to perform the essential functions of their positions. UC Health's Disability Accommodation Policy is accessible on the UC Health website or through the Office of Graduate Medical Education.

3.13 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 fourteen days of receipt of the written complaint or grievance, Resident may submit the written complaint or grievance to the DIO for resolution. The decision of the DIO regarding the grievance or complaint will be final. If the complaint or grievance is against the DIO, Resident may submit the written complaint or grievance to the UCMC CEO or the CEO's designee for resolution. The decision of the UCMC CEO or the CEO's designee regarding the complaint or grievance will be final.

3.14 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 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 through Resident's health insurance plan. Resident may be able to access the services of the Ohio Physicians Health Program ("OPHP"). The OPHP is a confidential resource for physicians and other healthcare professionals that assists with identification, intervention, referral, monitoring, and recovery documentation of physicians and other healthcare professionals who may be affected by substance abuse disorders or other issues impacting their health and well-being. OPHP provides recovery documentation,

education, support, and advocacy, from evaluations, through treatment and recovery.

Resident recognizes that as a licensee of the State Dental Board of Ohio, Resident is governed by Ohio Dental 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 Dental Board. Matters involving diversion of controlled substances and any other violation or possible violation of a criminal statute may also be reported to the appropriate law enforcement or regulatory agency.

## **Section 4. ACADEMIC DEFICIENCIES AND MISCONDUCT PROCEDURES**

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

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

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

If Resident is identified as having a deficiency that has not been corrected or if Resident has not shown satisfactory improvement through the less formal structured feedback identified above or the formal evaluation process and/or if the Residency Program determines that the deficiency is significant enough to warrant something more than the feedback identified above, the Residency Program may elect to issue a "Letter of Deficiency". This letter will provide Resident with (a) reasonable notice of the deficiency and (b) recommended steps that should be taken to cure the deficiency. Letters of Deficiency must be signed by the Residency Program Director (or his or her designee). The Residency Program Director will provide Resident with feedback consistent with the Letter of Deficiency. If Resident satisfactorily resolves the deficiency and continues to perform acceptably thereafter, the period of unacceptable academic performance will not affect Resident's status in the Residency Program.

UCMC, College and the Residency Programs deem a Letter of Deficiency to be an educational tool and not a disciplinary action. As such, a Letter of Deficiency is not a Reportable Action as described in Section 4.1.3. The issuance of a Letter of Deficiency does not trigger an automatic report to any outside agencies. However, the fact that a Letter of Deficiency was issued may be disclosed in response to direct inquiries from licensing agencies or other entities that request information for credentialing or employment purposes. A Letter of Deficiency is not subject to the review processes outlined in 4.1.4 and 4.1.5 or any other review or appeal process.

The Residency Program is not required to issue a Letter of Deficiency before initiating a Reportable Action as described in Section 4.1.3.

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

- A. Issuance of a new Letter of Deficiency to Resident;
- B. Extension of the terms and conditions of the current Letter of Deficiency;
- C. Suspension from the Residency Program, with or without pay at the discretion of the DIO;
- D. Election not to promote Resident to the next PGY level;
- E. Requirement that Resident repeat a rotation or rotations;
- F. Denial of credit for a rotation that in turn extends the required period of training;
- G. Decision not to renew the Resident's contract; and,
- H. Dismissal of Resident from the Residency Program

4.1.3 Reportable Actions: A decision: to not promote Resident to the next PGY level; to suspend a Resident from the Residency Program; to extend Resident's defined period of training, to deny Resident credit for a previously completed rotation which results in an extension in training; to not renew a Resident's GDE Contract; and/or to dismiss Resident from participation in the Residency Program may be considered "Reportable Actions" that the Residency Program will disclose to others upon request, including without limitation, future employers, privileging

entities including hospitals, licensing and specialty boards, and other entities as required by applicable law. A decision by the Residency Program which involves a Reportable Action shall be promptly communicated to Resident in writing. If Resident becomes the subject of a Reportable Action, Resident may request a review of the decision as provided in Section 4.1.4 below.

Non-reportable actions, such as the issuance of a Letter of Deficiency, may be disclosed in response to direct inquiries from licensing agencies or other entities that request information for credentialing or employment purposes.

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

The Review Panel will:

- A. Review the notification provided to Resident concerning the Reportable Action
- B. Review Resident's file
- C. Meet with Resident
- D. Meet with the Program Director
- E. Review the basis of the Residency Program's decision to take a Reportable Action to verify that the decision was based on one or more core competencies.
- F. Consider any extenuating circumstances presented in writing by Resident.
- G. Determine whether the process outlined in this Section 4.1 was followed.

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

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

4.1.5 **Final Review and Decision:** Within 7 calendar days (excluding holidays) of receipt of the recommendation of the Review Panel, the Resident and Residency Program Director may each submit one additional written statement in support of its position. The written statement shall be limited to addressing the basis of the panel's recommendation and any extenuating circumstances that were presented to the panel under 4.1.4 (E) and (F). It is at the sole discretion of the DIO as to whether there is a need to meet with the Resident, the Residency Program Director, or any other individuals, or to perform any other investigation into the issue at hand.

The DIO will review Resident's file, consider any written statements submitted by Resident or by the Residency Program Director, and will determine whether the process outlined in Section 4.1 was followed. The DIO may accept, reject, or modify the Review Panel's written decision recommendation.

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

#### 4.2 **Misconduct Process:**

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

4.2.2 If the Residency Program Director receives a complaint regarding possible misconduct of Resident, or becomes aware of any facts which may indicate Resident has engaged in misconduct, the Residency Program Director will promptly advise the DIO of the allegations and consult with the DIO to determine whether other offices, such as the Office of General Counsel, the Department Chairperson, the Office of Research Compliance and Regulatory Affairs, UCMC's Department of Human Resources, or other authorities should be contacted based upon the issues and the people involved. The Residency Program

Director, or other individual designated by the Director, consultation with DIO, will then conduct an inquiry into the matter, as more fully described in 4.2.3.

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

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

- A. If the inquiry finds no substantial and credible evidence that misconduct occurred, no action will be taken against Resident. If Resident was suspended pending the inquiry, Resident will be reinstated with full benefits and pay, including retroactive pay if the Resident was suspended without pay.
- B. If the inquiry results in a finding that Resident participated in misconduct, a final action on the matter may include, without limitation, the following:
  1. A verbal or written warning
  2. Election not to promote Resident to the next PGY level
  3. Non-renewal of GDE contract
  4. Suspension of Resident from the Residency Program
  5. Dismissal of Resident from the Residency Program

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

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

## **Section 5. RECORDS AND PATIENT FILES**

Resident acknowledges that all patients seen by Resident at UCMC or other rotation sites within the scope of the Residency Program are patients of UCMC or such rotation site and that all records and patient files relating to such patients belong to and are the property of UCMC or such rotation site. Upon the termination of the GDE 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 the UCMC at its reasonable discretion determines that release of such records is for legitimate purposes and is in accordance with applicable law; and (iii) at reasonable times, to assist in an audit, investigation or peer review matter by the Medicare or Medicaid programs. At all times, including after the termination of the GDE 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 6. COVENANTS OF RESIDENT**

- 6.1 **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 site. Resident shall at all times hold in strictest confidence any and all confidential information within Resident's knowledge or possession concerning the patients, services, business operations, suppliers, clients, financial 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 GDE Contract to the contrary, this Section 7.1 shall survive the expiration or earlier termination of the GDE 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).
- 6.2 **Injunctive Relief and Other Relief:** Resident acknowledges that UC Health and UCMC will be irreparably damaged and will have no adequate remedy at law for any breach or violation of the GDE 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 GDE Contract (with respect to provisions which survive termination), may obtain restraining orders and injunctions prohibiting any actual or threatened breach or violation of the GDE Contract.

## **Section 7. MISCELLANEOUS**

- 7.1 **Legal Compliance:** If any activities contemplated in the GDE 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 GDE Contract shall be amended so as to comply with the Laws, or (ii) if no such amendment is practicable, UCMC or College may terminate the GDE Contract upon thirty (30) days written notice to Resident.
- 7.2 **Binding Effect:** The GDE Contract shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.
- 7.3 **Waiver of Breach:** Any waiver of any breach of the provisions of the GDE Contract shall not be construed to be a continuing waiver or consent to any subsequent breach on the part of either party to the GDE Contract.
- 7.4 **Severability:** If any provision of the GDE Contract is held to be unenforceable for any reason, the remainder of the GDE Contract shall, nevertheless, remain in full force and effect.
- 7.5 **Governing Law:** The GDE 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.
- 7.6 **Merger:** The GDE Contract, including these Standard Terms & Conditions, which are incorporated by reference in the GDE 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 GDE 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.

A final summative evaluation (commonly referred to as a Dean's letter) from the medical/dental school from which Resident graduated.

A minimum of 2 letters of reference.

A Limited Resident's License or Dental License granted by the Ohio State Dental Board.

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

It is Resident's responsibility to make sure that all necessary documents including those regarding licensure and proof of employment eligibility 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:**

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, 2015)

PGY 1    \$52,681

#### II. Mobile Device Reimbursement

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

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

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

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

### **Section 2: Insurance**

**Unless specified otherwise, coverage effective date for all benefits will be 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. If hired after July 1, 2015, coverage is effective**

**resident's first working day, as determined by the Office of Graduate Medical Education, provided resident completes the on-line benefit enrollment process within 30-days of date of hire and submits to UC Health Benefits Department all required dependent verification documents within 30-days of resident's 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 or through the Office of Graduate Medical Education. 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 "life" event – i.e., 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 single, double, and family coverage available.
- II. Dental Insurance. Shared contribution (UC Health/Employee) with single, double, and family coverage available.
- III. Vision Insurance. Employee paid, with single, double, and family coverage available.
- IV. Flexible Spending Accounts (FSA). Employee paid.

Two separate pre-tax payroll deduction accounts; Health Care FSA and Dependent Care FSA. Health Care FSA is used for payment of qualifying out-of-pocket health care expenses. Dependent Care FSA is used for 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 associates only. Provided by and paid 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 Other Coverage Options

Details about life insurance and other coverage options are accessible through the Summary Plan Description available through UC Health Human Resources or through the Office of Graduate Medical Education.

- 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. The 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 the 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 GDE Contract, including moonlighting activities.

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

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

### **Section 4: Leave**

#### **I. Vacation and Sick Time**

Total paid time off (PTO) of 15 days (equivalent of 3 weeks) to be credited each year on Commencement Date. The 15 days are pro-rated for a resident who works at least 0.5 FTE but less than 1.0 FTE. Unused days may not be carried over from year to year. A maximum of 10 days can be utilized as vacation days; five days are credited for use as sick time.

- A. Vacation is to be taken at the mutual convenience of the resident and the Program Director. The standard vacation increment is a one-week block. This may vary from program to program. Increments less than one week will be approved only under exceptional circumstances.
- B. For vacation purposes, five days includes Monday through Friday and contiguous weekend days preceding and following the five day block.
- C. All vacation days must be approved in advance by the Program Director.
- D. Resident may not receive pay in lieu of vacation.

II. Leave of Absence (includes 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 Associate Chief of Staff for Graduate Medical Education and is not to exceed 12 months. All PTO will be paid before leave without pay begins.

IV. Bereavement Leave

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

V. Military Leave

Offered in compliance with federal law.

VI. 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 Residency Program Director may require the resident to devote additional time for completion of the requirements.

**Section 5: Miscellaneous**

**I. Parking**

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

**II. Duty Hours/Cab Voucher Program**

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

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

**III. On-Call and Fatigue Mitigation Facilities**

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

**IV. Counseling and Support Services**

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

**V. UC Health Associate Health and Wellness**

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

**VI. Direct Deposit**

Direct deposit of paycheck is required; maximum 4 accounts.

**VII. ePayroll**

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

**VIII. Financial Counseling**

Access to financial planning/counseling is available through UBS Financial Services 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**

Offers a lump sum payment if diagnosed with any listed condition under the policy. Premiums paid through payroll deductions.

**XII. Legal Insurance**

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

***UC Health UCMC Compensation & Benefits for Residents***  
***July 1, 2015 – June 30, 2016***