Resident Contract
2013-2014

Agreement between _____, **M.D.** ("Resident" or "you") and Cincinnati Children's Hospital Medical Center ("CCHMC") with reference to the appointment of the above named physician as a PL-__ Pediatric Resident for a period to commence June __, 2013 and terminate June 30, 2014.

I. An annualized salary/stipend of $_____ will be paid by CCHMC. Wages are paid on a bi-weekly basis in accordance with CCHMC's regular payroll. Benefits provided will be in accordance with CCHMC policies except as otherwise set forth in this Agreement.

II. Following is a brief summary of certain benefit plans and programs available to Residents. Enrollment in certain plans or programs is automatic while some plans or programs require an application to enroll. Eligible Residents will receive more detailed information including deadlines for enrollment and coverage exclusions. It is the Resident's responsibility to adhere to enrollment guidelines. CCHMC reserves the right to amend or terminate, in whole or in part, any benefit plan or program at any time. (The Plan Documents will control in the event of an inconsistency with this Agreement.)

1. Residents must pay an initial deposit of $15.00 for an ID badge that will be used to access the hospital and parking garage. A $10.00 (subject to change) parking fee per pay period will be deducted from the resident's paycheck for on-campus parking. The $15.00 deposit is refundable on return of the ID badge.

2. A meal allotment of $5.00 will be placed on your ID badge for each night you are on call. You may use your ID badge for food at numerous locations in the hospital.

3. Health insurance will be offered to Residents effective on the first officially-recognized day of their training program. Enrollment must be made in accordance with standard procedure.

4. Group Term Life Insurance in the amount of $50,000.00, and an equal amount of accidental death and dismemberment coverage, will be provided effective the first day of active employment. CCHMC pays the premium for this coverage and the Resident may designate his or her beneficiary. This insurance is convertible to an individual policy at the Resident's expense upon leaving CCHMC.

5. Travel accident insurance covering life or dismemberment in an amount of $750,000 will be provided for Residents when they begin active employment. CCHMC pays the premium for this coverage. This coverage includes transportation while on hospital business or relocation travel, including transport flights and air care transportation (including chartered flights using an airplane or helicopter), and air/land ambulances or other vehicles. It does not cover travel to and from work or as a pedestrian.

6. Counseling: The Employee Assistance Program provides confidential assessment, short-term counseling, referral and follow-up service and is available to assist employees and members of their households to help successfully resolve personal concerns. Those concerns would include, but are not limited to physical or mental illness, financial hardship, marital or family distress, and substance abuse or addiction. This program is available immediately upon date of hire.

7. Long Term Disability insurance covering disability incurred as a result of either sickness or accident will be provided effective the first day of active employment. CCHMC pays the premium for this coverage. The current plan benefit is 60% of base salary before any applicable offsets, up to a maximum benefit of $2,000.00 per month, beginning after 90 consecutive days of disability.

8. Medical Leave of Absence with pay may be granted for a continuous short-term illness or injury, including pregnancy, for a total of up to 12 weeks. Documentation suitable to CCHMC is required. Paid paternity leave of 4 working days will be granted. This time will not count as vacation days. After a paid leave, the Resident will be guaranteed a continuing position in the program at an equivalent PL level. Personal (non-medical) leaves of absence without pay may be available for a period of up to one year with the approval of the Program Director who will determine the terms under which the Resident may return to a continuing position in the program at an equivalent PL level. The impact of any leave of absence upon the terms of completion of the residency requirement of the American Board of Pediatrics will be individually determined as governed by GME policy #11.

9. Vacation Leave: All PL 1, PL 2, PL 3, and above level pediatric Residents will receive 28 days vacation. Each graduate medical education training program will have a policy in place that defines how these vacation days will be allocated. GME policy #16 governs the rules that pertain to vacation leave.

10. Sick Leave: GME policy #16 governs the provision of sick leave.

11. Other benefit plans or programs currently available include medical and dependent care flexible spending accounts, a pre-paid legal plan, adoption reimbursement, 403(b) tax sheltered retirement accounts, paid funeral leave, and tuition reimbursement.

III. Subject to the terms, conditions, and exclusions of the Cincinnati Children's Hospital Medical Center Self-Insurance Trust Agreement ("Trust Agreement"), if a professional liability claim is brought against you arising out of your acts or omissions pursuant to the house staff program, CCHMC will provide you with a defense and indemnification for the claim under the Trust Agreement. Under those circumstances, and except as otherwise set forth in this paragraph, the Trust Agreement applies to claims filed against you at any time subsequent to your appointment to the house staff program, even if you are no longer appointed to the house staff program, if the acts or omissions giving rise to the claims took place while you were appointed to the house staff program. Otherwise, you cease to be covered under the Trust Agreement once your appointment to the house staff program terminates. You agree that as conditions of any defense or indemnification CCHMC provides under the Trust Agreement, you must promptly report to CCHMC all such claims filed against you, you must fully cooperate with CCHMC in the defense of any such claim, and you must not offer or agree to resolve or compromise any such claim, or make any voluntary payments, without written consent from CCHMC. CCHMC has the right to settle any such claim without your consent. Moreover, CCHMC may amend, modify, supplement, supersede, or cancel the Trust Agreement at its sole option.

IV. Work generally is permitted during off-duty hours as a physician or otherwise, as long as it does not interfere with proper performance of duty as a pediatric resident. Residents must have written permission for off-duty work hours from their Program Director in accordance with GME policy #14. Pursuant to the U.S. Code of Federal Regulations, Residents on a J Visa are not authorized to work outside their training program ("moonlighting"). Work that is not associated with the resident's training program or directly with CCHMC will require that the trainee obtain professional liability insurance from the outside employer.

V. On-call rooms, and locker facilities for storage of books, coats, etc., will be provided.

VI. PL-2, PL-3 and above level Residents will be allocated $1,000 in a conference/travel fund to be spent on one educational meeting. Such meeting must be scheduled in advance through the Chief Residents and approved by the Program Director. If the Resident did not have the opportunity to participate in one of the national educational meetings, some of this allowance could be used to sponsor educational rotations either overseas or in under-served health services rotations with approval of the Program Director.

VII. PL-1, PL-2, PL-3 and above level Residents will be allocated a book/journal allowance of $205/year. Publications and other items supported by this allowance must be approved in accordance with Program policies and suitable to the Program Director.

VIII. Junior Fellowship dues in the American Academy of Pediatrics will be paid for each pediatric Resident annually.

IX. Training Program:

The content of the Resident's educational program and the determination of the hours of duties will be in accordance with the requirements of the Accreditation Council on Graduate Medical Education (ACGME), the certifying specialty board, GME Policy #18.0, and the program-specific policies for the services to which the Resident is assigned. The curriculum, goals, and objectives of the training program and the clinical and administrative responsibilities of the Resident will be provided directly to the trainee by the Program Director or his/her designee. A copy of this information is available upon request by contacting the Program Director. Concerns related to work hours should be brought to the attention of the Program Director or the Designated Institutional Official (DIO). The training program will not be pyramided during the Resident's three years of general pediatrics.

X. Evaluation, Advancement/Re-appointment, Discipline & Dismissal of Residents:

1. The Residency Program Director or designee is responsible for communicating expectations and performance objectives to each Resident early in the training process. Residents will be evaluated at least semi-annually. The evaluations will be documented in writing, shared with the Resident and placed in the Resident's file. The Program Director will be responsible for complying with Graduate Medical Education Policy #3, which describes the evaluation, advancement, and program completion processes for Residents. Each program is responsible for following the rules and regulations of their respective Residency Review Committee (RRC) and/or Board regarding the evaluation of Residents.

2. A Resident's failure to meet appropriate performance standards will be addressed as follows:

   a. If the Resident is not meeting performance objectives, he/she will be counseled and this will be documented in writing.

   b. In the event that a Resident's performance warrants corrective action, the guidelines and procedures set forth in Graduate Medical Education Policy #5 (Educational Remediation and Disciplinary Actions for Graduate Medical Education Trainees) will be followed. Specific goals for improvement and satisfactory performance will be outlined in writing to the Resident by the Program Director. The Program Director and the DIO will confer before probation is instituted. Corrective and disciplinary actions become a part of the Resident's permanent training record.

   c. A recommendation for dismissal may emanate from the division/department educational committee, but the DIO must give final approval. Dismissal will follow the procedure outlined in Graduate Medical Education Policy #5 (Educational Remediation and Disciplinary Actions Graduate Medical Education Trainees).

XI. Conflict Resolution/Grievance Procedure Regarding Clinical or Academic Disputes:

CCHMC seeks to promptly resolve disputes and concerns regarding clinical or academic issues. If a Resident cannot promptly resolve a concern regarding a clinical or academic dispute after discussion with the Program Director of the CCHMC Pediatric Residency Training Program, then written statements from the Resident and the Program Director describing the concern will be submitted to the DIO. The DIO may interview the parties involved. The DIO's findings and conclusion will be issued within five (5) weekday working days of receipt of the aforementioned written statements. The findings of the DIO may be appealed by the Resident to an Appeal Review Panel. The appeal process is outlined in Graduate Medical Education Policy #4 (Due Process / Grievance Procedure Regarding Clinical or Academic Disputes).

XII. If a conflict is deemed by CCHMC to concern other than a clinical or academic dispute, the conflict will be handled in accordance with CCHMC Conflict Resolution Policy.

XIII. Three medium length white coats with CCHMC logo and embroidered name plus three sets of scrubs will be furnished to each PL-1 Resident. PL-2, PL-3 and above level Residents will have the option each year of three medium length white coats or three sets of scrubs or any combination totaling three. Laundry services for the white coats are available at the expense of the hospital. Each Resident is responsible for laundering his/her scrub suits, unless contaminated.

XIV. CCHMC will notify Residents of reappointment, non-promotion, and non-reappointment for the coming year not later than 4 months prior to the start of the next academic year. Residents notified by CCHMC that they will not be promoted or their contract will not be renewed may implement the grievance procedure as described in GME Policy #4 (Due Process / Grievance Procedure Regarding Clinical or Academic Disputes). Residents who are planning to leave the program or continue their training elsewhere are expected to notify CCHMC at least 3 months prior to their departure.

The Resident agrees to become familiar and comply with the policies and rules and regulations of the University of Cincinnati College of Medicine, University Hospital, CCHMC, and the CCHMC Graduate Medical Education Committee including those regarding sexual and other forms of harassment and reasonable accommodation of disabilities.

XV. Impaired Residents will be managed in accordance with CCHMC Human Resources policies and GME Policy #15.

XVI. The Resident will consistently strive to add to the quality of medical care provided within CCHMC, including timely and proper completion of medical records.

XVII. The Resident has read, understands, and agrees to comply with the terms of this Agreement.

Signed:_____

Print Your Name:_____

Date:_____

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Javier A. Gonzalez-del-Rey, M.D., M.Ed., Director
Pediatric Residency Training Program
Cincinnati Children's Hospital Medical Center

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Thomas G. DeWitt, M.D.
Designated Institutional Official for Graduate Medical Education
Chair, Graduate Medical Education Committee
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12/14/2012