CONTINGENT AGREEMENT FOR RESIDENTS IN
INTERNAL MEDICINE/PEDIATRICS RESIDENCY TRAINING PROGRAM AT
NATIONWIDE CHILDREN'S HOSPITAL AND THE OHIO STATE UNIVERSITY

THIS AGREEMENT is made and entered into between Nationwide Children's Hospital, Columbus, Ohio (NCH), a non-profit organization operating, in collaboration with The Ohio State University (OSU), an internal medicine/pediatrics (hereinafter "IM/Peds") residency training program and ***RESIDENT*** (hereinafter "Resident").

PURPOSE

WHEREAS, NCH operates an IM/Peds Residency Training Program with OSU, and both NCH's pediatric and OSU's internal medicine training programs are approved by the Accreditation Council for Graduate Medical Education (ACGME); AND,

WHEREAS, the Resident is a graduate of an approved school of medicine, meets the requirements established by the Accreditation Council for Graduate Medical Education (hereafter "ACGME") for residents, meets the Ohio State Medical Board for Licensure as a resident, and has made application to NCH for participation in its Program; AND,

WHEREAS, NCH and the faculty of OSU, upon recommendation of the IM/Peds Residency Training Program Director (Program Director), has approved said applicant for the Program; AND,

WHEREAS, both parties hereto desire to enter into this Agreement to state their respective rights and responsibilities;

NOW, THEREFORE, NCH and Resident agree to the following:

ARTICLE I. APPOINTMENT

Resident shall be appointed as a **PGY-1** for the period beginning **June 17, 2009,** and ending **June 30, 2013**. Completion of the Program does not imply that the resident physician will be appointed to the NCH or OSU Medical Staff. Resident is required to attend program orientation – **June 17-30, 2009.**

ARTICLE II. RESIDENT'S RESPONSIBILITIES

Resident agrees:

(A). To perform faithfully and satisfactorily and to the best of his/her ability during the entire period of this Agreement the customary duties of residents including the satisfactory completion of medical records in accordance with NCH's standards, rules, policies, and bylaws or those of the hospital in which patient care is provided, if outside NCH, and the Boards of Internal Medicine and Pediatrics.

(B). To abide by the Medical Staff Bylaws, NCH's policies and procedures (including but not limited to Administrative, Patient-Family Care, GME, Disaster, Personnel, Infection Control), the terms of this Agreement, and to consider that infractions thereof are justification for dismissal. (NCH Human Resources policies, GME policies, and the Medical Staff Bylaws are available on NCH's intranet at http://www.intranet/depthomes/HRweb/index.cfm, http://www.intranet/depthomes/Edweb/GME/index.cfm, http://www.intranet/depthomes/msweb/index.cfm, respectively).

(C). To consider the OSU stipend, the OSU and NCH experience and instruction received as sole compensation and not accept fees in any form from patients/parents or others.

(D). That he/she is not under obligation to any other hospital or healthcare provider in any capacity during this period except as may be designated as part of the Program.

(E). To obtain permission from the Program Director before engaging in medically related employment ("moonlighting") and to comply with the moonlighting policies of the Resident's assigned department. (GME policy regarding moonlighting is available on NCH's intranet. See Program Director for Program-specific moonlighting policy.) The Program Director will monitor the resident's performance for the effect of the moonlighting activities upon performance in the residency program. Adverse effects, as determined solely by the Program Director, may lead to withdrawal of permission to moonlight.

(F). To report faithfully and accurately all resident duty hours in accordance with the procedure established for the Program. To notify the Program Director and /or the Designated Institutional Official immediately of any violations of the resident duty hours policy. (GME policy on resident duty hours is available on CH's intranet). Failure to comply with the duty hours requirements or failure to notify the Program Director and/or the Designated Institutional Official may result in disciplinary action.

(G). To have an Ohio Temporary Certificate of Medical Licensure (first year residents) or Permanent Ohio License (residents in second year and beyond) and have satisfied all the requirements established by the Ohio State Medical Board to participate in the program. Foreign medical graduates and other residents not eligible for a permanent Ohio License are exempted.

(H). That resident must obtain and maintain ECFMG certification when applicable if the Resident is an international medical graduate. When applicable, the Resident must also obtain and maintain appropriate immigration and/or J-1 visa paperwork. NCH agrees to assist the Resident, as requested, with completion of the paperwork.

(I). To promptly notify the Program Director or the Residency Office of any necessary, unscheduled ill time. Any planned absence from assigned duties must receive prior approval from the Program Director.

(J). To develop a personal program of self study and professional growth with guidance from the teaching staff and Program Director.

(K). To participate in safe, effective and compassionate patient care under supervision, commensurate with the level of advancement and responsibility. (GME policy regarding supervision is available on NCH's intranet. See Program Director for specific guidelines.)

(L). To participate fully in the educational activities of the program and, as required, assume responsibility for teaching and supervision of other residents and students.

(M). To participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the institution.

(N). To participate in designated institutional committees and councils, especially those that relate to patient care review activities.

(O). To apply cost containment measures in the provision of patient care.

(P). To provide for all personal living arrangements and expenses during the period of the Program, including, but not limited to, living quarters, meals (except as noted below), transportation, and laundry services.

ARTICLE III. NATIONWIDE CHILDREN'S HOSPITAL RESPONSIBILITIES

NCH, in cooperation with faculty from The Ohio State University, agrees:

(A). To accept the Resident as a **PGY-1** for the period **June 17, 2009** and ending **June 30, 2013** for the Program. Employment status at NCH will be contingent.

(B). To provide a quality educational program that meets the applicable ACGME Institutional and Program Requirements and NCH GME policies (see NCH's intranet). The educational goals and objectives, including the general competencies, and program specific curriculum, are available from the Program Director. The Resident's job responsibilities are outlined in the job responsibility description maintained by the Program Director.

(C). To provide paid time off including vacation, holidays, medical (family and sick) leave, professional leave, as outlined in the OSU/NCH Med-Peds Residency Guidelines.

(D). To abide by all ACGME requirements related to resident duty hours (see www.acgme.org for duty hours requirements). NCH will track duty hours using either an automated or manual system. Tracking is for monitoring purposes and will only impact salary and benefits when leave extends beyond the allowable amount specified in this Agreement.

(E). To provide the Resident with teaching and supervision in carrying out patient care responsibilities under the direction of OSU faculty and NCH medical staff. Supervision will be commensurate with Resident's level of advancement and responsibility. (GME policy on Resident Supervision is available on NCH's intranet.)

(F). To provide sleeping rooms while in-house for scheduled call. Meal vouchers will be provided for on-call time per the policy of the Program.

(G). To maintain a work environment that fosters learning and ensures that residents have necessary access to food services, call rooms for in-house call, support services, laboratory/pathology/radiology services, medical records, and safety and security.

ARTICLE IV. EVALUATION, ADVANCEMENT AND DISCIPLINARY ACTION

(A). Evaluation - Residents shall receive from the Program Director or designee a formal, written evaluation at least semi-annually and at the completion of the Program. The evaluation shall be reviewed and discussed with the Resident and retained in his/her file. The written evaluation shall be accessible to the Resident electronically. The Program Director may conduct and record more frequent evaluations as needed. (Policy regarding resident evaluation and advancement is available in the Med-Peds Residency Guidelines. See Program Director for Program specific policies.)

(B). Advancement - Participation in the Program is contingent upon satisfactory performance. Advancement is based on evidence of progressive professional growth and increasing responsibility for care. This determination is made by the Program Director in conjunction with evaluations from members of the teaching staff.

(C). The Program Director shall notify the Resident in writing if he/she will not be advanced to the next higher level, if the Agreement will not be renewed, or if he/she will not receive a Certificate of completion. Notification should occur at least four months prior to the expected date of completion or advancement whenever possible. Due process is provided according to the Med-Peds Residency Guidelines. These guidelines ensure that appropriate due process occurs and that there is not duplication of processes between OSU and NCH.

(D). This Agreement may be terminated by NCH for reasons of unsatisfactory performance or breach of this Agreement by the resident.

(E). Under no circumstance will either party terminate this Agreement without providing the other party an opportunity to discuss and review any dissatisfactions, grievances, or breaches that may exist.

ARTICLE V. CERTIFICATE OF COMPLETION

At the expiration of the period of appointment and employment provided for by this Agreement and if the Program has been satisfactorily completed, NCH will issue a Certificate of Completion attesting to the completion of the Program. Such Certificate of Completion will be conditioned upon resident returning all hospital property, completing all medical records for which he/she is responsible and settling all professional financial obligations to NCH and OSU prior to the termination date of this Agreement.

ARTICLE VI. SUBSTANCE ABUSE

CH is a drug and alcohol free work place. All residents must abide by NCH's Administrative Policy I-5 and NCH's drug testing policy. By signing this Agreement, the resident attests that he/she is not now impaired nor does he/she abuse alcohol or other drugs. (Administrative Policy I-5 and Human Resources policies regarding employee drug testing are available on NCH's intranet. GME policy on resident physician impairment is available on NCH's intranet.)

ARTICLE VII. RELEASE OF INFORMATION

The Resident acknowledges that, should another institutional or organization to which the Resident has applied for employment, Medical Staff appointment, transfer of residency, or other positions relating to this GME Program, request a reference from NCH, NCH will provide a complete reference concerning the Resident. The Resident hereby authorizes NCH to release such information under these circumstances and releases NCH, its agents, and its employees from any liability related to the release of such information.

ARTICLE VIII. ASSIGNMENT

This Agreement or any portions hereof cannot be assigned by the Resident.

ARTICLE IX. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

ARTICLE X. SEVERABILITY

In the event that any provision or portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

IN WITNESS WHEREOF, Nationwide Children's Hospital, in cooperation with faculty from The Ohio State University, and ***RESIDENT*** have caused this Agreement to be executed.

Nationwide Children's Hospital:

_____
Scott A. Holliday, MD
Director, IM/Peds Residency Program

_____
Date

_____
Karen E. Heiser, Ph.D.
Vice President – Education
Nationwide Children's Hospital, Inc.

_____
Date

Resident:

_____
RESIDENT

_____
Date