

THE CHILDREN'S MEDICAL CENTER  
DAYTON, OHIO

**PEDIATRIC RESIDENT CONTRACT**

Agreement between, <Resident's Name>, "RESIDENT" and The Children's Medical Center, "HOSPITAL", with reference to the appointment of the above-named physician as a RESIDENT PL-# in Pediatrics for a twelve month period to begin July 1, 2003 and terminating June 30, 2004.

1. Obligations of the RESIDENT

- a) RESIDENT agrees to accept the educational and patient care obligations inherent in the residency training program in a manner consistent with the obligations of the resident delineated in the "Essentials of Accredited Residencies" of the Residency Review Committee for Pediatrics as approved by the Accreditation Council for Graduate Medical Education (ACGME).
- b) RESIDENT agrees to comply with all regulations, policies, and bylaws of the HOSPITAL and Medical Staff and all laws and regulations to which the HOSPITAL and RESIDENT are subject. Resident agrees to comply with policies of the Wright State University School of Medicine pertinent to resident responsibilities. (Refer to resident and fellow manual of the Wright State University School of Medicine)
- c) Medical Records – The HOSPITAL bylaws and the Resident and Fellow Manual of the Wright State University School of Medicine lists criteria which must be fulfilled throughout the residency. The Joint Commission on Accreditation of Healthcare Organizations requires timely completion of patient charts. Charts at the HOSPITAL are to be completed by RESIDENT in charge of the patient's care. All available charts are to be completed within 14 days after the patient's discharge from the HOSPITAL. Any chart that is available and not completed at the end of 14 additional days (total of 28 days after discharge) will be delinquent.

2. Obligations of the HOSPITAL

The HOSPITAL will provide a pediatric residency training program meeting the standards of of the ACGME, "The Essentials of Accredited Residencies", and will maintain its staff and educational facilities in compliance with these standards.

### 3. Salary for RESIDENT

- a) Salaries will be paid biweekly by check deposited in an account in the RESIDENT'S name at any bank with whom the HOSPITAL has a direct deposit program.

The RESIDENT may instead elect to receive a payment by check.

- b) The total annual salary will be \$ \_\_\_\_\_.

### 4. Work Schedules

- a) Standard work schedules are based upon completion of all necessary patient care, administrative and educational duties. The standard work days, Monday through Friday, will begin at 7:30 A.M. and will end at 5:00 P.M. (The Saturday and Sunday work days will begin at 7:30 A.M. and end at 12 noon.) Work schedules may extend beyond these hours as directed by the Program Director, but would not exceed 80 hours per week.

- b) The HOSPITAL and the Department of Pediatrics recognize the fact that long duty hours extending over an unreasonably long period of time are not consistent with the primary objectives of education or the efficient delivery of optimum patient care. No RESIDENT will be scheduled to take night call more frequently than every third night except in instances otherwise dictated by the Program Director. In the latter instances, every effort at recompense in time off will be made. In-house call should be taken an average of every fourth night in most situations. The average hours worked per week will be no more than 80, averaged over 4 weeks. There is a 24 hour limit on on-call duty with an added period of 6 hours for continuity and transfer of care. (In accordance with "Report of ACGME Work Group on Resident Duty Hours, June (2002).

- c) Outside Employment - Outside employment by RESIDENT must be discussed and approved by the Program Director in order to insure that it does not impact the quality of patient care and resident education. Patient care activities (moonlighting) external to the educational program, that occur in the HOSPITAL must be counted toward the weekly limit on duty hours. (See resident Policy on "outside Employment" for details)

### 5. Vacation and Leave

RESIDENT will be entitled to:

- a) Vacation – fifteen (15) working days (excluding weekends).

All vacations must be approved by the Chief Resident and the Program Director and be in accordance with the written vacation guidelines. Vacation and educational leave should be scheduled as far in advance as possible. For PL-2 and PL-3 residents, vacation should be taken during an elective rotation.

- b) Educational Leave - Up to five (5) working days (excluding weekends). The educational leave must be for a valid educational purpose. Educational leave will be granted to attend a medical conference which is intended to improve the RESIDENT'S medical skills. The Program Director must approve such a meeting following completion of a hospital travel form. The maximum number of working days for such a meeting is five (5). Partial reimbursement (based on the resident's postgraduate year) by the HOSPITAL will be made.
- c) Sick Leave - Residents may receive up to twelve (12) working days of sick leave per year. Unused sick leave will carry into the next year and will accumulate from year to year but not to exceed thirty-six (36) days over a three-year period. Payment will not be issued to the RESIDENT for unused sick leave.
- d) Family Medical Leave - Resident may take up to twelve (12) weeks of family/medical-parental leave of absence during a rolling twelve (12) month period. Leaves must be approved by the Program Director and in accordance with the Family Medical leave policy of Children's Medical Center. Any lost days due to leave must be made up to complete academic requirements. (Refer to full hospital policy for further information)

#### 6. Insurance Benefits

- a) Life Insurance - RESIDENT will be provided life insurance at HOSPITAL'S expense. The face value of the life insurance will be 2 times the RESIDENT'S salary. Residents can purchase additional life insurance up to 4 times their salary for a competitive fee.
- b) Hospitalization and Dental Insurance - Individual or family dental insurance will be provided by the HOSPITAL as a shared expense. HOSPITAL will pay a percentage of the policy premium depending upon which type of health insurance the RESIDENT obtains. Health and dental insurance will go into effect immediately. (Refer to full hospital policy for further information.)
- c) Professional Liability Coverage - RESIDENT will be covered by the HOSPITAL'S liability policy providing basic coverage and an additional "umbrella" coverage. This insurance protection will extend to all professional activities except those on the premises of Wright Patterson Air Force Base, related to the

residency training program. It is subject to terms and conditions of appropriate policies. The HOSPITAL'S professional liability insurance will not extend to professional activities outside the HOSPITAL unrelated to the residency training program. The hospital's insurance professional liability will not extend to the premises of Wright-Patterson Air Force Base. For purposes of liability coverage for professional activities at WPAFB, the residents employed by CMC on Air Force Facilities are considered employees of the United States for purposes of the Federal Tort Claims Act, 28, Section 1346 (b), 2671- 2680.

- d) Disability Insurance - Long term disability insurance is provided by the hospital to the resident after 180 days, Residents can reduce the waiting period to 90 days for an additional monthly payment. The plan provides 60% of your monthly income once the employee's claim on disability is approved by the insurance company.

7. Licensure

Until a permanent license is obtained, a Temporary Certificate of Training is required. It is the resident's responsibility to provide the Medical Education office with the completed forms for their Temporary Certificate of Training. The Resident is responsible for providing appropriate documentation for a current training certificate or Ohio license.

8. Committee Participation

With the approval of the Chairman of the Professional Staff of the HOSPITAL and the Residency Program Director, and in accordance with the Professional Staff Bylaws of the HOSPITAL, RESIDENTS may participate on selected medical staff committees with voting privileges. RESIDENTS will also be represented on the Department of Pediatrics Education Committee with voting privileges.

9. Miscellaneous Provisions

- a) Meals - A meal allowance will be provided at HOSPITAL expense for RESIDENTS assigned night call duty.
- b) Lab Coats - HOSPITAL will provide each RESIDENT with three (3) lab coats in the PL-1 year. The HOSPITAL will provide laundry services for the RESIDENTS for his/her lab coats throughout their residency.
- c) Certificates - HOSPITAL will provide each RESIDENT with a certification of completion of residency training at the end of his/her period of training.

- d) **Book Allowance** - Yearly allowance is provided to purchase textbooks. The Medical Education secretary will keep a record of amounts used for this purpose.
- e) **Living Quarters** - Sleep rooms, lounges and other facilities necessary for the Resident to carry out call responsibilities are provided.
- f) **Other benefits provided by the Hospital include:**
  - Social Security
  - Worker's Compensation Insurance
  - Unemployment Insurance
  - Pharmacy Discounts
  - Free Parking
  - Entertainment/Recreational Discounts
- g) **Other benefits/services that are optional for participation are:**
  - Tax Sheltered Annuity
  - Child Care Program
  - Choice Pay (Flexible Spending Account)
  - PRIME (Deferred Contribution Plan)
  - Confidential counseling, and psychologic support resources as needed

10. **Reappointment of Residents** - Residents are reappointed annually based on review of satisfactory performance/evaluations by the Program Director and the Education Committee of the Department of Pediatrics.

- a) **Non-renewal of contract:** Hospital Program must provide Resident with a written notice of intent not to renew a residents contract no later than 4 months prior to the end of the residents current contract. If, however, the primary reason for non-renewal occurs within 4 months prior to the end of the contract, the hospital program will provide the resident with as much written notice of intent not to renew as the circumstances will reasonably allow.

11. Procedures for Academic Demotion, Non-Advancement, or Non-Reappointment

Any disciplinary action resulting in academic demotion, non-advancement or non-reappointment may be appealed by the RESIDENT. The due process procedure of Wright State University School of Medicine for residents and fellows will apply.

12. TERMINATION

This contract may be terminated by the HOSPITAL immediately prior to its expiration for the following reasons:

- a) RESIDENT'S death or disability
- b) If RESIDENT'S temporary or permanent certification to practice medicine in the state of Ohio is limited, suspended, or terminated for any reason or failed to renew.
- c) RESIDENT is convicted of any felony or of any misdemeanor involving violations of law pertaining to controlled substances, illegal drugs, medical, medicaid, or medical or health insurance fraud or abuse, or violence, or a pleas of guilty or nolo contendere to charges pertaining to the same.
- d) If in the HOSPITAL'S opinion the RESIDENT substantially fails to meet any of the general requirements of the residency program.
- e) Resident is excluded from participation in Medicare/Medicaid or other federal programs.

13. With respect to disciplinary procedures:

The residents will have due process as defined by Wright State University School of Medicine resident manual. The "Human Resources Policies and Procedures", (specifically the policy on Discipline (C22) and the policy on Grievances (C24)) would also apply.

14. Policy on Gender or Other Forms of Harassment – Residents will follow the policy of the Hospital which defines sexual harassment and outlines procedures for complaints. (Refer to full hospital policy for further information.)

15. Policy on Physician Impairment and Substance Abuse - Residents are not permitted to participate in the residency while under the influence of any substance which impairs the ability to practice. (Refer to full policy in the Resident and Fellow manual of Wright State University School of Medicine and the Children's Medical Center "Fitness for Duty" Policy.)

16. Residency Closure/Reduction Policy - If either the hospital or Wright State University School of Medicine intends to reduce the size of the Residency Program or close the Residency Program, the Program Director will inform the resident as soon as possible. In the event of such a reduction or closure, every effort will be made to allow a resident in the program to complete his/her education. If a resident is displaced by a closure or a reduction in the number of residents, every effort will be made to assist the resident in identifying a program at the same level in which he/she can complete training.

Sample

IN WITNESS WHEREOF, the parties have executed this agreement this 30th day of April 2003.

THE CHILDREN'S MEDICAL CENTER  
DAYTON, OHIO

\_\_\_\_\_  
By \_\_\_\_\_  
President and Chief Executive Officer

WITNESS Date \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_  
Vice President for Medical Affairs

WITNESS Date \_\_\_\_\_

:

\_\_\_\_\_  
By \_\_\_\_\_  
Pediatric Resident

WITNESS Date \_\_\_\_\_

Sample