

GRANT MEDICAL CENTER

Employment Agreement
For
Family Medicine Residents
(First Year)

THIS EMPLOYMENT AGREEMENT entered into as of the 1st day of July, 2007, by and between OhioHealth Corporation, doing business as Grant Medical Center (“GMC”), an Ohio nonprofit corporation and _____, an individual (the “Resident”), for the purpose of assuring the Resident a high standard of graduate medical education at GMC and a high level of cooperation by the Resident with the Faculty and Staff of the Family Medicine Training Program, the Department of Medical Education, the GMC Medical Staff and the Hospital Administration.

GMC and the Resident each enter into this relationship in good faith and with knowledge of the underlying ethical, legal and professional obligations. This Agreement is subject to the Personnel Policies of the GMC, the Standard Policies and Procedures of the Department of Medical Education and the relevant GMC Medical Staff Bylaws, Rules and Regulations.

IN CONSIDERATION OF THE FOREGOING, the GMC and the Resident agree as follows:

Section I. Responsibilities of the Hospital.

A. Education. Subject to the provisions of this Agreement, GMC accepts the Resident into the first year of the GMC Family Medicine Residency Program (the “Program”) and shall employ the Resident and provide the Resident with instruction and educational experiences during such year in accordance with standards and practices as established and approved for the training and education of family practice residents by the Accreditation Council for Graduate Medical Education, and which Program standards and practices are periodically reviewed by its Residency Review Committee for Family Medicine Residency Training, and by the GMC Department of Medical Education and Graduate Medical Education Committee.

B. Evaluation and Certification of Resident. GMC shall periodically evaluate or cause to be evaluated the service, coverage, participation, performance and professional progress of the Resident in accordance with those criteria established in the then current “Criteria for Advancement in Grant Family Medicine Program” set forth in the GMC Family Medicine Residents’ Policy Manual, a copy of which shall be provided to the Resident and the provisions of

which are incorporated by reference in this Agreement as if fully rewritten in this Agreement. Upon receiving an evaluation of “Satisfactory” for the year, GMC shall present to the Resident a Certificate of Completion of the first Program year.

C. Resident Compensation and Benefits. GMC shall provide the Resident with annual compensation and benefits as below, but which are subject to necessary modifications according to future GMC policies and funding:

Gross Compensation	\$ 43,035.46
Paid Vacation	14 days (10 business days plus 2 adjacent weekends)
Allotment for Education	\$1,000.00 and a maximum of 5 days (business or weekend days)
Medical & Dental Insurance Premium for: Individual coverage	Cost shared in accordance with the current GMC benefit package
Family coverage	Cost shared in accordance with the current GMC benefit package
Paid Holidays, Parental and Sick-leave Benefits	In accordance with the then currently effective GMC personnel policies and procedures
Program Malpractice Insurance Premiums	100% paid; limited to activities within the formal Training Program and within the scope of employment. Includes “tail” coverage
Parking privileges at: Grant Medical Center Children’s Hospital	100% paid 100% paid
Life Insurance	Cost shared in accordance with the current GMC benefit package
Disability Insurance	Cost shared in accordance with the current GMC benefit package
Maternity	In accordance with the currently effective GMC policies
Room, board, uniforms and uniform laundry	Provided only while on duty at Hospital in accordance with the currently effective GMC policies

Applicable benefits shall be explained to the Resident during formal orientation. Scheduling by the Resident of such benefits as vacations, holidays, educational meetings, and other elective time away from duties shall be subject to the needs and approval of the Program, the Department of Medical Education, and the GMC. The Resident will be accommodated for time away due to any bonafide emergency in accordance with the Medical Education Departments SPP #1020: Leave of Absence Policy.

Section II. Responsibilities and Duties of the Resident.

A. Credentials. Resident warrants to be a doctor of _____ and agrees to the following throughout the year of training:

1. To maintain a valid Training Certificate or medical license in the State of Ohio.
2. To provide GMC with immediate notice of any action taken or contemplated and for which Resident has received notice which may subject Resident's license or certificate to practice to disciplinary action including but not limited to suspension, revocation, limitation or other restriction.

B. Hospital Coverage, Documentation and Conferences. The Resident shall be employed by GMC and serve as a PGY I Resident for the first year of the Program. The duties and responsibilities of the Resident shall include, but not necessarily be limited to the following:

1. To provide scheduled clinical coverage for patients of GMC, and to participate in such clinical rotations and to perform such procedures as are assigned by the GMC under the guidance of faculty and preceptors who shall formally evaluate the service, coverage, participation, and professional performance of the Resident.
2. To report for duty on such days and for such times as the GMC shall designate and schedule.
3. To report for night call duty, usually every fourth night, per the formal call schedule. Duty hours, although subject to modification and variation depending upon the clinical area to which the Resident is assigned and/or exigent circumstances, shall be in accordance with state, federal, and ACGME requirements.
4. To document, on prescribed forms, the procedures and skills acquired and experience gained in performing the duties and responsibilities assigned and to provide the GMC with a copy of such documentation for use in procedure credentialing of the Resident.
5. To participate fully in the educational activities of the "Core Curriculum."
6. To observe and abide by all applicable policies, Bylaws, Rules and Regulations of the Department of Medical Education, the Program, the GMC, and of other institutions where the Resident may be assigned.

C. **Patient Fees Prohibited.** The Resident shall not submit nor accept fees or other forms of compensation from patients or other payers in the Training Program setting.

D. **Outside Employment.** The Resident shall not engage in any other employment or voluntary activities which adversely affects, either directly or indirectly, or conflicts with the assigned service, coverage, performance, or participation of the Resident in the Program. Any "moonlighting" shall be subject to the then current policies of the Program, the Department of Medical Education, and the GMC including written permission of the Program Director.

Section III. Term of Agreement for Training.

The term of this agreement shall be for July 1, 2007 through June 30, 2008. Nothing contained in this agreement shall be construed to create an expectancy of employment beyond the first Program year. This agreement and employment is predicated upon the Resident participating in and successfully passing a pre-appointment drug screening test and physical examination and meeting requirements for a Training Certificate and/or medical licensing in the State of Ohio.

Section IV. Discipline and Redress of Grievances.

Whenever the clinical performance, professional conduct, personal behavior or activities of the Resident warrant, a written request for corrective action, including the reasons supporting the request, may be made to the Program Director by a responsible person and shall be processed in accordance with the procedure set forth in the current Policy Manual of the Family Medicine Residency Training Program and with any applicable section of the Department of Medical Education Standard Policy and Procedures, the GMC Standard Policy and Procedures. Resident policy grievances are encouraged to be resolved through the Program Director, as may be appropriate, and applicable Standard Policies and Procedures, as necessary.

Section V. Physical or Sexual Harassment and Exploitation.

It is the policy of GMC to provide a pleasant and uncoercive working environment for its employees. Harassment of any kind, including harassment of a physical or sexual nature is prohibited and shall be processed in accordance with the procedures and policies specified in the Medical Education Departments Standard Policy and Procedures Manual and the GMC Standard Policy and Procedures. Exploitation of an employee will not be permitted by any person within the control of GMC.

Section VI. Alcohol and Substance Dependency/Abuse.

GMC policy prohibits all individuals, including employees and contractors, from unlawful manufacture, distribution, dispensing, possession, or use of alcohol or controlled substances on GMC owned or leased property. Any employee demonstrating an impaired ability to perform his/her job duties, is suspected of alcohol or substance abuse, or of actually violating GMC policy shall be processed according to the procedures and policies identified in the Medical Education Department's Standard Policy and Procedures Manual. A copy of this policy will be made available to the resident.

Section VII. Counseling, Medical, Psychological, and Other Support Services.

Any Resident deemed in need of Counseling, Medical, Psychological, Physician Impairment, etc. shall be provided access to appropriate and confidential counseling, medical, and psychological support services in accordance with current GMC and Medical Staff Policies and Procedures.

Section VIII. Residency Closure/Reduction.

In the event of a residency closure or reduction, GMC will allow residents already in the program to complete their education and/or GMC will make every effort to assist residents in identifying a program in which they could continue their education.

IN WITNESS WHEREOF, the GMC, by its duly authorized representatives, and the Resident have executed the Agreement on the ____ day of _____, 20 ____.

RESIDENT

OHIOHEALTH CORPORATION d/b/a
GRANT MEDICAL CENTER

Family Medicine Resident

Karen H. Connors
President

Bruce T. Vanderhoff, MD, MBA
Vice President of Medical Education,
Quality and Patient Safety