



PEDIATRIC RESIDENT CONTRACT

Agreement between, _____, MD/DO "RESIDENT" and Dayton Children's, "HOSPITAL", with reference to the appointment of the above named physician as a Resident (RX) in Pediatrics for a twelve-month period to begin July 1, 20XX and terminating June 30, 20XX.

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 "Essential 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 all laws and regulations to which the HOSPITAL and RESIDENT are subject. RESIDENT agrees to comply with policies of the Wright State University Boonshoft School of Medicine (WSUBSOM) pertinent to resident responsibilities. (Refer to Resident and Fellow manual of the WSUBSOM)
- c. Medical Records – The HOSPITAL bylaws and the Resident and Fellow Manual of the WSUBSOM 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 patient's care. Charts must be completed in accordance with HOSPITAL policy on completion of medical records which is outlined in the WSUBSOM Pediatric Residency Manual.

2. Obligations of the HOSPITAL

- a. The HOSPITAL will provide a pediatric residency training program meeting the standards 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.
- b. The total annual salary will be \$XX,XXX.XX.

4. Work Schedules

- a. Standard work schedules are based upon completion of all necessary patient care, administrative and educational duties. Work schedules will be in compliance with "Report of ACGME Work Group on Resident Duty Hours," June (2002). It is the responsibility of the RESIDENT to notify the chief resident if the scheduled hours are out of compliance with the ACGME regulations for duty hours.
- b. In-house call should be taken on average every fourth night. Residents will not 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.

- c. Outside employment by RESIDENT must be 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. (Refer to policy on "Outside Employment" in WSUBSOM Pediatric Residency Manual for details).

5. Vacation and Leave

- a. Vacation – Fifteen (15) working days (excluding weekends). All vacations must be approved by 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. In addition, RESIDENT will be given 5 days of vacation either over Christmas or over New Year's Day, depending on adequate staffing of the HOSPITAL. Payment will not be issued to the RESIDENT for unused vacation.
- 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 leave of absence during a twelve (12) month period for most qualifying reasons and up to (26) weeks of leave in a single (12) month period to care for a service member who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty. Leaves must be approved by the Program Director and in accordance with the family/medical leave policy of Children's Medical Center of Dayton. 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 policy will be two times the RESIDENT'S salary. RESIDENT can purchase additional life insurance up to 4 times their salary for a competitive fee.
- b. Medical/Dental/vision Insurance-Coverage for health insurance is available to the RESIDENT at the standard employee rate. The RESIDENT may also purchase dental and vision coverage at standard employee rate. 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 Professional Liability and General Liability Insurance coverage with limits of one million (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) aggregate. This insurance coverage extends to those professional activities related only to the residency

training program except those on the premises of Wright-Patterson Air Force Base. The HOSPITAL'S professional liability insurance will not extend to moonlighting activities, either internal or external to the HOSPITAL. For purposes of liability coverage for professional activities at WPAFB, the residents employed by DCH 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 from the date of the disability. Residents can reduce the waiting period to 90 days for an additional monthly payment. The plan provides 60% of monthly income once the employee's claim on disability is approved by the insurance company.

7. Licensure

Until a permanent license in the State of Ohio 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 of current training certificate or Ohio license, and maintaining such certificate or license.

8. Committee Participation

- a. 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. Additionally, lunches will be provided at resident lectures.
- b. Lab Coats – HOSPITAL will provide RESIDENT with one (1-2) lab coat.
- 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. Academic Allowance – A \$700.00 allowance is provided for the purchase of educational materials.
- 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:
 - i. Social Security
 - ii. Worker's Compensation Insurance
 - iii. Unemployment Insurance
 - iv. Free Parking
- g. Other benefits/services that are optional for participation are:
 - i. 403B Plan (Tax Sheltered Annuity)
 - ii. Child Care Program
 - iii. PRIME (Deferred Contribution Plan)
 - iv. Employee Assistance Program

10. Reappointment of Residents

- a. Residents are reappointed annually based on review of satisfactory performance/evaluations by the Program Director and the Education Committee of the Department of Pediatrics.
- b. Non-renewal of contract: The HOSPITAL must provide RESIDENT with a written notice of intent not to renew a resident's contract no later than 4 month prior to the end of the resident's 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 WSUBSOM for residents and fellows will apply.

12. Policy on Sexual and Other Forms of Harassment

Residents will follow the policy of the HOSPITAL (C-25) which defines sexual harassment and outlines procedures for complaints. (Refer to full hospital policy for further information).

13. 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 medicine. (Refer to full policy in the Resident and Fellow Manual of WSUBSOM).

14. Residency Closure/Reduction Policy

If either the hospital or WSUBSOM 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 the 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. If the program is faced with a natural disaster, terrorist event, or pandemic, RESIDENT should refer to HOSPITAL'S disaster policy and the disaster policy in the Resident and Fellow Manual of WSUBSOM.

15. Termination

This contract may be terminated by the HOSPITAL immediately for the following reasons:

- a. RESIDENT'S death
- b. If RESIDENT is unable to perform essential functions of job with or without reasonable accommodations.
- c. 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. (Refer to policy on renewal of training certificates/licenses located in the WSUBSOM Pediatric Residency Manual).
- d. RESIDENT is convicted of any felony or of any misdemeanor that is outlined in Ohio Senate Bill 38.

- i. If RESIDENT is charged with a felony or misdemeanor that is outlined in Ohio Senate Bill 38, termination may be possible following review by Pediatric Program Director/designee, Vice President of Medical Affairs/designee and Risk Manager /legal counsel.
- e. If in the HOSPITAL'S opinion, the RESIDENT substantially fails to meet any of the general requirements of the residency program.
- f. RESIDENT is excluded from participation in Medicare/Medicaid or other federal programs.

IN WITNESS WHEREOF, the parties have executed this agreement this 16 day of May 2016.

DAYTON CHILDREN'S HOSPITAL
DAYTON, OHIO

WITNESS

By _____
President and Chief Executive Officer
Date _____

WITNESS

By _____
Vice President for Medical Affairs

Date _____

WITNESS

By _____
Pediatric Resident

Date _____