

## UC HEALTH (UNIVERSITY HOSPITAL)

### 2010/2011 ADVANCED EDUCATION IN GENERAL DENTISTRY STANDARD TERMS & CONDITIONS

UC Health, on behalf of University Hospital, Inc. (“Hospital”), an Ohio non-profit corporation, and Resident have executed an Advanced Education in General Dentistry Contract (the “Contract”) which incorporates these 2010/2011 Advanced Education in General Dentistry Standard Terms & Conditions (“Standard Terms & Conditions”) in their entirety. Throughout these Standard Terms & Conditions the term “Residency Program” shall refer to the course of graduate education in which Resident trains for practice in General Dentistry in accordance with the standards of the American Dental Association Commission on Dental Accreditation (“ADA Commission on Dental Accreditation”). The Residency Program is sponsored by the Hospital and the College of Medicine of the University of Cincinnati (“College”). The Residency Program is developed and supervised by the College, which is solely responsible for determining whether a resident has satisfactorily completed the academic requirements of the Residency Program. Whenever a provision of these Standard Terms & Conditions requires that a resident notify or contact the Residency Program, this obligation must be satisfied by providing written notice to the Office of Graduate Medical Education.

#### **Section 1.      TERMS OF APPOINTMENT**

Appointment to the Residency Program is contingent upon Resident providing to Hospital all of the credentialing documentation identified in Exhibit A hereto prior to the “Commencement Date” set forth in the Contract. Resident understands that the Contract may be declared a nullity by Hospital and shall not become effective if Resident fails to do so. In addition, Resident must submit evidence that he or she: (i) has registered with the health plan provided for Residents and has received the required immunizations prior to the Commencement Date in full compliance with the Residency Program’s policy and all applicable federal, state and local laws and regulations; (ii) has submitted to the required pre-employment drug screening program; (iii) agrees to participate in any drug and alcohol testing required for participation at any facility that is a required part of the training program; and (iv) has cleared any and all criminal background checks required for participation at Hospital or any other facility that is a required part of the Residency Training program. Further, Resident must be in sufficient physical and mental condition to perform the essential functions of appointment with or without reasonable accommodations.

#### **Section 2.      DUTIES OF RESIDENT**

2.1      Specific Duties: In addition to the general duties of Resident set forth in these Standard Terms & Conditions, Resident shall have the following specific obligations:

2.1.1    Reports and Records: Resident shall prepare and maintain, or cause to be prepared and maintained, all reports, claims, correspondence and records relating to all professional services rendered under the Contract. Resident further agrees to properly prepare and maintain, or cause to be properly prepared and maintained, all records and reports required by all federal and state statutes and regulations and policies adopted by Hospital. Resident agrees that the Residency Program or an independent third party auditor shall be permitted to inspect any such records and reports. The Residency Program shall pay all administrative costs incurred in preparing and maintaining all such reports and records.

- 2.1.2 Professional Standards: Resident shall comply with all of applicable laws and ethical standards relating to the practice of dentistry, including: (i) all laws and regulations dealing with government programs and private insurance or prepaid health plans; (ii) all applicable rules, regulations, bylaws, policies and procedures established by the Residency Program, Hospital, Hospital's medical staff, UC Health or any hospital, medical staff of a hospital or other facility at which Resident practices in connection with the Residency Program; and (iii) all standards required to maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"), the ADA Commission on Dental Accreditation, and any other relevant accreditation organizations.
- 2.1.3 Quality Assurance and Corporate Compliance: Resident shall cooperate and comply with any and all quality assurance, corporate compliance and related programs implemented by Hospital, UC Health or the College.
- 2.1.4 Licenses: Resident agrees to obtain a regular license or training certificate to practice dentistry in the State of Ohio and maintain such license or training certificate throughout the course of training. Failure to either obtain or maintain a license or training certificate to practice dentistry in the State of Ohio is grounds for immediate dismissal from the program with no right of review or appeal.
- 2.1.5 Notice: Resident shall immediately notify the Residency Program of (i) any notice or other information relating to Resident's license or training certificate to practice dentistry; (ii) any notice or other information regarding any decision or action adverse to Resident's Drug Enforcement Administration Registration number; or (iii) any information which Resident has reason to believe may lead to: (1) a claim against the professional liability insurance maintained by Hospital on Resident's behalf; or (2) termination, modification or suspension of Resident's license or training certificate to practice dentistry in the State of Ohio or any other state in which Resident is licensed or has a training certificate.
- 2.1.6 Educational Activities: Resident shall participate fully in the educational and scholarly activities of the Residency Program, including the performance of scholarly and research activities as assigned by the Residency Program Director, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students as assigned, and participate in assigned hospital, medical staff and Residency Program activities.
- 2.1.7 Professional Attitude: Resident shall use his or her best efforts to provide safe, effective and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees, and visitors at Hospital and other facilities and rotation sites to which Resident is assigned.
- 2.1.8 Program Administration: Resident shall fully cooperate with Hospital and College in coordinating and completing all Hospital and College submissions to the ADA Commission on Dental Accreditation and other accreditation submissions and activities, including the legible and timely completion of patient records, charts, reports, time cards, statistical operative and procedure logs, faculty and Residency Program evaluations,

and/or other documentation required by Hospital, College, UC Health, the ADA Commission on Dental Accreditation or the Residency Program.

- 2.1.9 Fitness: Subsequent to the Commencement Date, Resident shall submit to periodic (post-appointment) health examinations and supplementary tests, which may include tests for drug use or abuse and/or alcohol use or abuse, as are deemed necessary by Hospital to ensure that Resident is physically, mentally, and emotionally capable of performing essential duties and/or other duties necessary to the operation of the Residency Program. Further, Resident agrees to continue to meet Hospital's standards for immunizations in the same manner as all Hospital personnel and as required by federal, state and local law and Hospital policy. The results of all examinations and immunizations shall be provided to Hospital's Employee Health Office. Resident agrees to comply with Hospital's requirements concerning Resident's health status during the term of the Contract, as these requirements may be changed by Hospital from time to time.
- 2.1.10 Return of Materials: At the time of the expiration or in the event of termination of the Contract, Resident shall: (i) return all Hospital, College, UC Health and Residency Program property, including but not limited to books, equipment, keys, pagers, paper, and uniforms; (ii) complete all necessary records; and (iii) settle all professional and financial obligations.
- 2.1.11 Compliance with Policies Prohibiting Sexual and Other Forms of Harassment: UC Health, Hospital and College are committed to maintaining a work and educational environment free from sexual and other forms of harassment. Conduct or behavior that creates an intimidating, hostile or offensive work environment is strictly prohibited. Any person violating this prohibition will be subject to corrective and/or disciplinary measures up to and including discharge. Resident shall comply fully with the policies of UC Health, Hospital and College that prohibit sexual discrimination and sexual harassment and all other policies that apply to the Residency Program. Any accusations against Resident regarding these matters will be processed in accordance with Hospital's policies. Any accusations against any other employee will be processed in accordance with the policies of such person's employer.
- 2.1.12 Compliance with Dress Code: Resident shall comply with the dress code identified by the Residency Program and Hospital and the dress code of each training site to which Resident is assigned as part of the Residency Program. Resident shall present at all times a proper and professional appearance.
- 2.1.13 Reporting Requirements: Resident shall report immediately (a) to the Hospital Office of Risk Management any inquiry by any private or government attorney or investigator and (b) to the Hospital Office of Public Relations any inquiry by a member of the press. Resident agrees to refer any inquiring attorney or investigator to the Office of Risk Management and to refer any member of the press to the Office of Public Relations. If Resident receives, or anyone with whom Resident works or resides receives on his/her behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with the Contract or the Residency Program, Resident agrees to immediately report this receipt to the Office of Risk Management and submit the document received to that office.

Resident agrees to cooperate fully with Hospital Administration, the Office of Risk Management, the University of Cincinnati, all attorneys retained by UC Health, Hospital or the University, and all investigators, committees, and departments of UC Health, Hospital or the University, particularly in connection with the following: (a) any evaluation of patient care; (b) any review of any incident or claim; or (c) any preparation for litigation, whether or not Resident is a named party to the litigation.

Resident agrees to cooperate fully with Hospital Administration including, but not limited to, the Departments of Nursing, Professional Services, Financial Services, Social Services, the Home Health Agency and other agencies in connection with the evaluation of appropriate discharge and post-hospital care for Hospital patients.

- 2.1.14 Outside Activities (Moonlighting): Resident acknowledges that Resident owes his/her primary duty and responsibility to the Residency Program. Professional and patient care activities that are external to the educational program are called moonlighting. No Resident can be required to engage in such moonlighting activities. Resident recognizes that certain Residency Programs may prohibit all moonlighting by residents.

In any Residency Program where moonlighting is not absolutely prohibited, prior to engaging in moonlighting, the Resident must obtain permission of the Residency Program Director by making a written request to the Program Director describing the proposed moonlighting in detail. It is within the sole discretion of the Residency Program Director to determine whether outside activities interfere with the responsibilities, duties and assignments of the Residency Program. Moonlighting that requires Resident to assume continuing responsibility for patients is not permissible. Permission to moonlight may be withdrawn, where Resident performance declines.

Resident, while engaged in moonlighting, is not covered by the professional liability insurance supplied by Hospital under the Contract.

Resident agrees to comply with the written moonlighting policies of UC Health, Hospital and College.

- 2.1.15 Duty Hour Reporting: Resident agrees to record and report all duty hours in compliance with program, institutional and ADA Commission on Dental Accreditation requirements. Resident agrees to comply with the written policies on duty hours of UC Health, Hospital and College.
- 2.1.16 Nondiscrimination: In performing under the Contract, Resident shall not discriminate on the basis of race, sex, color, age, religion, national origin, disability, health status, source of payment or ability to pay for services rendered.
- 2.1.17 Inventions: Resident agrees to comply with the patent and development policy of UC Health, Hospital and College and will report all inventions to the Dean of the College, and, if requested by the College, assign such invention to the University of Cincinnati and execute all documents, including patent applications and related papers, as may be

necessary to transfer and secure to the University of Cincinnati the rights to such invention and to any patent issued or to be issued thereon.

2.1.18 Failure to Comply: Failure to comply with any of the provisions of this Section 2 shall constitute grounds for disciplinary action, including Resident's suspension or dismissal from the Residency Program.

2.1.19 Assignment: Resident agrees that he or she may be assigned to Hospital, to West Chester Hospital or to another hospital or training site and agrees further that such assignment is in furtherance of the medical education purposes of the Residency Program.

2.1.20 Not Public Employee: Resident acknowledges that nothing in the Contract or these Standard Terms & Conditions shall be deemed to make Resident a public employee.

### **Section 3. INSTITUTIONAL RESPONSIBILITIES**

3.1 Training Program: The Residency Program shall use its best efforts, within available resources, to provide an educational training program that meets the ADA Commission on Dental Accreditation's accreditation standards. The Residency Program shall provide Resident with appropriate supervision for all educational and clinical activities.

3.2 Schedule: The Residency Program shall schedule duty hours for Resident in accordance and compliance with ADA Commission on Dental Accreditation standards and the requirements of the Residency Program. If a scheduled duty assignment is believed to be inconsistent with ADA Commission on Dental Accreditation duty hours standards, these Standard Terms & Conditions, or UC Health, Hospital or College duty hours policy, Resident shall bring the alleged inconsistency first to the attention of the Residency Program Director for reconciliation or cure. If the Residency Program Director does not reconcile or cure the alleged inconsistency, it shall be the obligation of Resident to notify the institution's Designated Institutional Official (DIO) who shall take the necessary steps to reconcile or cure any actual inconsistency. The decision of the DIO will be final.

3.3 Compensation: Hospital shall provide Resident the compensation specified in Exhibit B attached hereto and incorporated herein. Such compensation shall be payable during the term hereof in accordance with the standard payroll practices and procedures of Hospital as are in effect from time to time. Hospital shall deduct from any payments made by Hospital to Resident any and all federal, state, local and FICA taxes or other taxes and assessments required by law to be paid, deducted or withheld by Hospital.

3.4 Benefits: Hospital shall provide Resident the benefits specified in Exhibit B attached hereto and incorporated herein.

3.5 Professional Liability Insurance: Hospital shall provide professional liability insurance (through a commercial carrier or self-insurance fund) insuring Resident against any and all claims, actions, causes of action, costs and expenses (including costs of legal defense) relating to or arising out of the performance of services under the Contract on an occurrence basis, or with appropriate tail coverage. Resident shall cooperate fully with the insurance carrier or fund administrator both during and following Resident's appointment to the Residency Program.

Resident shall retain responsibility for professional liability insurance coverage for all dental and other services rendered by Resident in private practice or otherwise outside the scope of the Contract, including any moonlighting activities.

- 3.6 Use of Hospital Facilities: Hospital shall provide in-hospital office and work space, facilities, access to adequate library resources, personnel, patient and information support services, equipment and supplies reasonably required by Resident to satisfactorily perform Resident's duties hereunder. Resident covenants and agrees that no such facilities will be used for the benefit of Resident's private practice or other business in which Resident may be engaged.
- 3.7 Evaluation: The Residency Program shall evaluate the educational and professional progress and achievement of Resident on a regular and periodic basis. Hospital and Resident recognize the competencies and proficiencies articulated by the ADA Commission on Dental Accreditation as a framework for the evaluation of Resident. The Residency Program Director shall present to and discuss with Resident a written summary of the evaluations at least three (3) times during each year of training and/or more frequently if required by the ADA Commission on Dental Accreditation or the Residency Program. A confidential record of the Resident's evaluation shall be maintained by the Residency Program and will be available for Resident's review.

Upon Resident's separation from the program a final termination evaluation shall be completed and maintained on file.

Hospital and Residency Program recognize that the Resident's evaluations must be accessible to Resident.

- 3.8 Certificate: The Residency Program's approval of a Certificate of Advanced Education in General Dentistry for Resident is conditional on (a) the recommendation and signature of the Residency Program Director, (b) final clearance that Resident has complied with Section 2.1.10 (Return of Materials) of these Standard Terms & Conditions and c) documentation that Resident has completed all requirements of the training program. At the discretion of the DIO, a letter of participation may be issued if the Resident has completed some, but not all, of the Residency Program requirements.
- 3.9 Restrictive Covenants: Resident may not be required to sign a non-competition guarantee as a condition of participation in the Residency Program.
- 3.10 Recommendations for Board Certification Status: The Residency Program Director, or the Director's designee, has sole discretion to determine whether a Resident has satisfactorily met the requirements to take a Board examination for specialty certification. This determination is not subject to any appeal process.
- 3.11 Participation Credit: At the conclusion of a Resident's appointment, either by termination or completion of the training program, the Residency Program Director shall determine whether or not to extend credit to Resident for participation in the Residency Program. It is recognized that specialty certification boards establish their own rules and regulations for the determination of credit towards board eligibility and that certification is independent of the decision of the Residency Program to grant credit for participation in the program.

- 3.12 Counseling Services: Residents are eligible to access the Hospital's employee assistance program for confidential counseling and psychological support services. In addition, residents are able to utilize their health care benefits for counseling services as defined by the terms and conditions of the health plan.
- 3.13 Accommodation for Disabilities: The Residency Program will make reasonable accommodation to enable qualified disabled residents to perform the essential functions of their positions in accordance with the Americans with Disabilities Act.
- 3.14 General Grievance Procedure: Any resident may submit a complaint or grievance related to the work environment or any issue related to the Residency Program or the faculty (other than issues related to Academic Improvement or Misconduct, which should be addressed under the provisions of Section 4 of these Standard Terms & Conditions) by providing a written complaint or grievance to the Residency Program Director for resolution. If the Residency Program Director does not resolve the complaint or grievance to the satisfaction of the resident within fourteen days of receipt of the written complaint or grievance, the resident may submit the written complaint or grievance to the DIO for resolution. The decision of the DIO regarding the grievance or complaint will be final.
- 3.15 Impairment: UC Health, Hospital, College and Resident recognize the importance of preventing resident impairment through education, recognizing impairment when it exists, and addressing impairment through counseling, treatment and rehabilitation of affected residents. All residents must remain in compliance with and follow UC Health Drug Free Workplace Policy which is available on the Hospital website and is distributed to all residents during orientation. Resident must remain at all times physically, mentally and emotionally capable of performing essential duties and/or other duties necessary to the operation of the Residency Program.

If Resident requires the assistance of counseling or support services, Resident may utilize the Hospital's employee assistance program and/or mental health and substance abuse services through Resident's health insurance plan.

Resident recognizes that as a licensee or training certificate holder of the State of Ohio Dental Board, Resident is governed by the State of Ohio Dental Board rules and regulations regarding impairment. Resident recognizes that he or she may be required to self report, or the institution may be required to report any impairment, to the State of Ohio Dental Board.

#### **Section 4. ACADEMIC DEFICIENCIES AND MISCONDUCT PROCEDURES**

The following procedures apply to Resident and to all other residents who participate in the Residency Program. Resident acknowledges that under no circumstances will he/she be entitled to the due process and appellate rights guaranteed to physician members of the medical staff as described in the Hospital's Medical Staff Bylaws or any other due process or appellate rights established by Hospital, College, UC Health or any hospital or facility where Resident receives training as part to the Residency Program. The procedures and due process rights described below apply to actions that are taken as a result of academic deficiencies (Section 4.1) or misconduct (Section 4.2). Resident may be accompanied by legal counsel during any formal process identified in this Section 4; however, counsel's role will be advisory only, and counsel will not be permitted to speak for or on behalf of the Resident. All written

communications required of or permitted by Resident under this Section 4 must be signed and submitted by the Resident.

4.1 Academic Improvement Process: This Section 4.1 describes the process that is utilized if Resident is not meeting the academic expectations of the Residency Program.

4.1.1 Structured Feedback: Consistent with Section 3.7 of these Standard Terms & Conditions, Resident should be provided structured feedback that is consistent with the Residency Program and that informs Resident of any deficiencies and recommended actions for correcting or curing them. Such feedback techniques include but are not limited to verbal feedback, rotational evaluations, and written summative evaluations.

If Resident is identified as having a deficiency that has not been corrected or if Resident has not shown satisfactory improvement through the less formal structured feedback identified above and/or if the Residency Program determines that the deficiency is significant enough to warrant something more than the less formal structured feedback identified above, the Residency Program may elect to issue a “Letter of Deficiency”. This letter will provide Resident with a) reasonable notice of the deficiency and b) recommended steps that should be taken to cure the deficiency. Letters of Deficiency must be signed by the Residency Program Director (or his or her designee). The issuance of a Letter of Deficiency does not trigger an automatic report to any outside agencies. The Residency Program Director will provide Resident with feedback consistent with the Letter of Deficiency. If Resident satisfactorily resolves the deficiency and continues to perform acceptably thereafter, the period of unacceptable academic performance will not affect Resident’s status in the Residency Program.

Hospital, College and the Residency Programs deem a Letter of Deficiency to be an educational tool and not a disciplinary action. As such, a Letter of Deficiency is not a Reportable Action as described in Section 4.1.3. However, the fact that a Letter of Deficiency was issued may be disclosed in response to direct inquiries from licensing agencies or other entities that request information for credentialing or employment purposes.. A Letter of Deficiency is not subject to the review processes outlined in 4.14 and 4.1.5 or any other review or appeal process. The Residency Program is not required to issue a Letter of Deficiency before initiating a Reportable Action as described in Section 4.1.3

4.1.2 Failure to Cure the Deficiency: If, following the issuance of structured feedback, which may but need not include a Letter of Deficiency, the Residency Program determines that Resident has failed to satisfactorily cure a deficiency and/or improve his or her overall performance to an acceptable level, the Residency Program may take further action which may include one or more of the following steps:

- A. Issuance of a new Letter of Deficiency to Resident or extension of the terms and conditions of the current Letter of Deficiency
- B. Election not to promote Resident to the next PGY level

C. Require Resident to repeat a rotation or rotations that in turn extends the required period of training

D. Dismissal of Resident from the Residency Program

4.1.3 Reportable Actions: The decisions not to promote Resident to the next PGY level, to extend Resident's defined period of training or to deny Resident credit for a previously completed rotation which results in an extension in training, and/or to dismiss Resident from participation in the Residency Program are considered "Reportable Actions." Reportable Actions are those actions that the Residency Program will disclose to others upon request, including without limitation, future employers, privileging entities including hospitals, licensing and specialty boards, and other entities as required by applicable law. A decision by the Residency Program which involves a Reportable Action shall be promptly communicated to Resident in writing. If Resident becomes the subject of a Reportable Action, Resident may request a review of the decision as provided in Section 4.1.4 below.

4.1.4 Request for Review: A review of the Residency Program's decision to take a Reportable Action may be requested by Resident by submitting a written request for review to the Office of Graduate Medical Education within fourteen (14) calendar days of receiving the communication informing Resident of the Reportable Action. Upon receipt of a written request for review, the DIO will first determine if the matter is reviewable under this Section 4.1. If the matter is reviewable, the DIO will appoint a neutral physician reviewer who will:

A. Review the notification provided to Resident concerning the Reportable Action

B. Meet with Resident

C. Review Resident's file

D. Meet with the Program Director

E. Consider any extenuating circumstances presented in writing by Resident

F. Determine whether the process outlined in this Section 4.1 was followed

The physician reviewer may consult with others, as appropriate and solely at his or her discretion, to assist in the decision making process.

Upon the conclusion of the review, the physician reviewer will submit a written report of findings to the DIO, including a recommendation concerning the disposition of the Reportable Action. The DIO may accept, reject or modify the recommendations. Copies of the physician reviewer's report and the DIO's written decision will be provided to Resident and to the Residency Program Director and placed in the Resident's permanent credentialing file.

- 4.1.5 Opportunity for a Final Review: If either Resident or the Residency Program Director disagrees with the decision of the DIO, either can request a final review of the decision. A request for a final review shall be submitted in writing to the Office of Graduate Medical Education within seven (7) calendar days of receiving the physician reviewer's report and the DIO's written decision. If no written request for a review is received within seven (7) calendar days, the decision of the DIO is final and not subject to further review.

If a review is timely requested, the Vice Chair of the Graduate Medical Education Committee (or his or her designee) will appoint a Review Panel consisting of three neutral members of the Graduate Medical Education Committee (which may but need not include the Vice Chair) to conduct a final review of the decision. The Review Panel will receive a copy of the Resident's file, the physician reviewer's report and the DIO's written decision. The Review Panel shall notify the Resident and the Residency Program Director of its schedule for the review and shall allow each party to submit one written statement in support of its position. It is at the sole discretion of the Review Panel as to whether there is a need to meet with the Resident, the Residency Program Director, or any other individuals.

The decision of the Review Panel will constitute a final and binding decision. Upon conclusion of the review, copies of the report of the Review Panel will be provided to both Resident and the Residency Program Director and placed in Resident's permanent credentialing file.

## 4.2 Misconduct Process:

- 4.2.1 Allegations of Misconduct: This Section 4.2 describes the process that is utilized if Resident is believed to have engaged in misconduct. Misconduct is considered to include improper behavior, negligent or intentional wrongdoing, and violations of law, standards of practice or policy of the Residency Program, College, UC Health, Hospital or any hospital or facility where Resident receives training as part of the Residency Program. Misconduct may also include unprofessional behavior, which may trigger processing under the Academic Deficiencies process set forth in Section 4.1. Processing of an allegation of unprofessional behavior may proceed simultaneously under Section 4.1 and Section 4.2. If any resident, Hospital associate or employee, attending physician or faculty member believes that Resident has engaged in misconduct of any kind, he or she should immediately report his/her concerns 1) to his/her immediate supervisor who will communicate the allegations to the Resident's Program Director or 2) directly to the Resident's Program Director, or 3) to the DIO who will communicate the allegations to the Residency Program Director.

- 4.2.2 If the Residency Program Director receives a complaint regarding possible misconduct of Resident, the Residency Program Director will conduct an inquiry into the matter which will include a review of the basis of the complaint and may include one or more of the following:

A. A consultation with the DIO to determine whether other offices, such as the Office of General Counsel, the Department Chairperson, the Office of Research Compliance

and Regulatory Affairs, the Hospital's Department of Human Resources, or other authorities should be contacted based upon the issues and the people involved.

- B. A meeting with Resident to advise Resident of the existence of the complaint and potential witnesses and any documents relevant to the alleged misconduct.

If the Residency Program Director decides that the complaint warrants further investigation or if Resident requests, a Full Inquiry shall be directed by the Residency Program Director, which shall be conducted as set forth in Section 4.2.3 below. After consultation with the Residency Program Director, the DIO may remove Resident from duty (with or without pay) pending the outcome of the full inquiry.

4.2.3 Full Inquiry: A full inquiry is an internal investigation of the complaint by a neutral physician appointed by the Residency Program Director (or his or her designee) with assistance from other offices and individuals as deemed appropriate, which may include the Office of Graduate Medical Education, the Department Chair, the Office of General Counsel, the Department of Human Resources, and/or others. A full inquiry shall include an examination of the basis of the complaint, a review of all relevant documents and materials, meetings with witnesses as deemed appropriate by the investigating physician and one or more meetings with Resident to allow Resident to present any matters he or she would like considered. The investigating physician will conduct the full inquiry and prepare and deliver a written report of the full inquiry to the Residency Program Director and Resident within a reasonable time. Based on the report of the full inquiry, the Residency Program Director shall take action as follows:

- A. If the full inquiry finds no substantial and credible evidence that misconduct occurred, no action will be taken against Resident. If Resident was suspended pending the full inquiry, Resident will be reinstated with full benefits and pay.
- B. If the full inquiry results in a finding that Resident participated in misconduct, the Residency Program Director shall determine what final action is appropriate under the circumstances. The Residency Program Director will determine a final action on the matter which may include, without limitation, the following:
  - 1. A verbal or written warning
  - 2. Election not to promote Resident to the next PGY level.
  - 3. Non-renewal of Contract
  - 4. Suspension of Resident from the Residency Program
  - 5. Dismissal of Resident from the Residency Program

The final action determined by the Residency Program Director will be provided to Resident and to the DIO in writing. A copy of the written final action will be placed in Resident's permanent credentialing file.

4.2.4 Review by the DIO: The results of a full inquiry of alleged misconduct and the final action determined by the Residency Program Director may result in a Reportable Action as defined in Section 4.1.3, but such Reportable Action shall not be subject to review under Sections 4.1.3 through 4.1.5. The only review available with regard to the results of

a full inquiry of alleged misconduct and the final action determined by the Residency Program Director is a review by the DIO at the request of Resident. Resident may request such review by submitting a written request for review to the Office of Graduate Medical Education within five (5) calendar days of receiving the written final action from the Residency Program Director. If no written request for a review is received within five (5) calendar days, the final action of the Residency Program Director is final and not subject to further review. If a written request for review is timely submitted, the DIO shall review all matters related to the alleged misconduct and the final action and issue a written decision that will be provided to Resident and the Residency Program Director. The decision of the DIO shall be final and not subject to further review. A copy of the written decision will be placed in Resident's permanent credentialing file.

- 4.2.5 No Retaliation: To the extent permitted by applicable law, initial and full inquiries will be conducted with due regard for confidentiality. Under no circumstances may anyone retaliate against, interfere with or discourage anyone from participating in good faith in an initial inquiry or a full inquiry conducted under this Section 4.2. A resident who believes that he or she may have been retaliated against in violation of this policy should immediately report it to their Residency Program Director and/or the Office of Graduate Medical Education.

## **Section 5. REAPPOINTMENT**

- 5.1 Reappointment: Neither the Contract nor Resident's appointment under the Contract constitutes a benefit, promise, or other commitment that Resident will be appointed for a period beyond the termination date of the Contract. Reappointment and/or promotion to the next level of training is at the sole discretion of the Residency Program and is expressly contingent upon several factors, including: (i) satisfactory completion of all training components; (ii) the availability of a position; (iii) satisfactory performance evaluations; (iv) full compliance with the terms of the Contract; (v) the continuation of Hospital's and Residency Program's accreditation by the ADA Commission on Dental Accreditation; (vi) Hospital's financial ability; and (vii) furtherance of the Residency Program's objectives.
- 5.2 Contract Renewal (reappointment): Hospital will provide Resident with a written notice of intent to renew the Contract no later than 120 days prior to the end of the current Contract. Any such contract renewal is dependent on Resident's continued satisfactory performance in meeting the training program requirements and the terms and conditions of the Contract. If Resident's performance is deemed by the Residency Program to be unsatisfactory or Resident is noncompliant with the terms of the Contract, the Contract may be terminated at any time, written notice of intent to renew notwithstanding.
- 5.3 Non-Reappointment Based on Institutional Factors: If Hospital intends to reduce the size of the Residency Program or to close the Residency Program to which Resident is assigned (collectively, "Institutional Factors"), the Residency Program will provide Resident with notice of its intent not to re-appoint Resident at as early a date as practicable. In the event of such a reduction or closure, the Residency Program will make reasonable efforts to allow residents already in the Residency Program to complete their education. If Resident is displaced by the closure of the Residency Program or a reduction in the number of residents, the Residency

Program will make reasonable efforts to assist Resident in enrolling in a program in which he or she can continue his/her education.

When non-reappointment is based on Institutional Factors, such non-reappointment when made by the Residency Program shall be final and not subject to further appeal or review.

## **Section 6.      RECORDS AND PATIENT FILES**

Resident acknowledges that all patients seen by Resident at Hospital or other rotation sites within the scope of the Residency Program are patients of Hospital or such rotation site and that all records and patient files relating to such patients belong to and are the property of Hospital or such rotation site. Upon the termination of the Contract, Resident shall have no claim or right to access to Hospital's or other rotation site's books, records, accounts, case histories and reports, patient lists, patient charts, files, memoranda, accounts receivable, Hospital's or other rotation site's assets or records, except: (i) the records of a patient of Hospital or other rotation site who specifically requests in writing addressed to Hospital or other rotation site that his or her records be provided to Resident; (ii) the records of patients with whom Resident worked while appointed to the Residency Program where the Hospital at its reasonable discretion determines that release of such records is for legitimate purposes and is in accordance with applicable law, and; (iii) at reasonable times, to assist in an audit, investigation or peer review matter by the Medicare or Medicaid programs. At all times, including after the termination of the Contract, Resident agrees to assist Hospital with information needed to assist in a private insurer, Medicare or Medicaid audit or investigation or peer review matter.

## **Section 7.      COVENANTS OF RESIDENT**

7.1      Confidential Information: Resident recognizes and acknowledges that certain information Resident may obtain while rendering services hereunder is of a confidential nature and that confidentiality is of critical importance to Hospital or other rotation site. Resident shall at all times hold in strictest confidence any and all confidential information within Resident's knowledge or possession concerning the patients, services, business operations, suppliers, clients, financial dealings and other matters relative to the day-to-day operations of UC Health, Hospital or any rotation site which has not been published or disseminated outside of Hospital or other rotation site (or the possession of their respective employees and advisors) or which has not otherwise become a matter of general public knowledge, and all information required by law and principles of medical and dental ethics to be kept confidential. Notwithstanding anything in the Contract to the contrary, this Section 7.1 shall survive the expiration or earlier termination of the Contract. Resident shall also keep confidential all other information or data reasonably identified at the time by UC Health, Hospital or any rotation site to Resident as being confidential. At all times, Resident agrees to be bound by the terms and conditions of all applicable laws relating to patient confidentiality, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).

7.2      Injunctive Relief and Other Relief: Resident acknowledges that UC Health and Hospital will be irreparably damaged and will have no adequate remedy at law for any breach or violation of the Contract and that, in addition to any other rights and remedies they may have, UC Health and/or Hospital, during and after the termination of the Contract (with respect to provisions which survive termination), may obtain restraining orders and injunctions prohibiting any actual or threatened breach or violation of the Contract.

**Section 8. MISCELLANEOUS**

- 8.1 Legal Compliance: If any activities contemplated in the Contract are deemed by Hospital or College to be in violation of any lawfully adopted laws, procedures, rules, regulations, or policies of the State of Ohio or a Federal government agency, including but not limited to, the Department of Health and Human Services and the Internal Revenue Service (collectively “Laws”), (i) the Contract shall be amended so as to comply with the Laws, or (ii) if no such amendment is practicable, Hospital or College may terminate the Contract upon thirty (30) days written notice to Resident.
- 8.2 Binding Effect: The Contract shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.
- 8.3 Waiver of Breach: Any waiver of any breach of the provisions of the Contract shall not be construed to be a continuing waiver or consent to any subsequent breach on the part of either party to the Contract.
- 8.4 Severability: If any provision of the Contract is held to be unenforceable for any reason, the remainder of the Contract shall, nevertheless, remain in full force and effect.
- 8.5 Governing Law: The Contract shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its rules as to conflicts of laws.
- 8.6 Merger: The Contract, including these Standard Terms & Conditions and the attached Exhibits A and B, which are incorporated by reference in the Contract, constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, discussions, or representations, oral or written, with respect to the subject matter hereof. No modification of the Contract shall be valid, except if written and approved by all parties.

## **EXHIBIT A**

### **Minimum Documentation Required for Certification of Eligibility (Additional Information may be Required)**

A completed residency application.

An official dental school transcript impressed with the dental school seal and an original dental school diploma.

A Dental Student Performance Evaluation (Dean's letter) from the dental school from which Resident graduated.

A minimum of 2 letters of reference.

Proof of employment eligibility. Applicants who are not U.S. citizens must have active, unexpired visas that allow for clinical training or evidence of permanent U.S. immigrant status. This visa must remain active during the entire period of Resident's participation in the Residency Program.

Graduates of foreign dental schools, both U.S. citizens and foreign nationals, must have current and valid ECFMG certification.

A permanent license to practice dentistry in the State of Ohio or a training certificate granted by the Ohio State Dental Board. A resident may participate in the training program if the Hospital has received an acknowledgment letter from the Ohio State Dental Board that Resident's application for either a permanent license or training certificate has been received.

Such other and future information that UC Health, Hospital or College may request in connection with Resident's credentials.

Any document not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to Hospital.

It is Resident's responsibility to make sure that all necessary documents including those regarding licensure, proof of employment eligibility and ECFMG certification are current and valid at all times. Failure to do so will result in immediate termination from the Residency Program.

**B**

**UC Health (University Hospital) Compensation & Benefits  
For Residents**

*July 1, 2010 – June 30, 2011*

**Eligibility for Benefits:**

For the purposes of this document, the term “resident” refers to all trainees in the Residency Program for Advanced Education in General Dentistry.

Residents enrolled full-time in the residency program are entitled to a full stipend and benefits. Residents employed at 0.5 FTE or greater are also eligible for a pro-rated stipend and benefits. Less than 0.5 FTE residents are not eligible for benefits. University Hospital and UC Health reserve the right to change the benefit package.

**Section 1: Compensation**

I. Stipend (effective July 1, 2010)

PGY 1    \$ \_\_\_\_\_  
PGY 2    \$ \_\_\_\_\_

II. Meal Allowance

A meal allowance will be provided to the resident based on the frequency of assigned in-house call.

III. PDA Reimbursement

All incoming residents will be reimburse up to \$300 for the purchase of a PDA of their choice.

**Section 2: Insurance**

**Unless specified otherwise, coverage effective date for all benefits will be July 1, 2010 provided you submit completed benefit enrollment forms and all required dependent verification documents to Human Resources within 30-days of your date of hire. If hired after July 1, 2010, coverage is effective your first working day, as determined by the Office of Graduate Medical Education, provided you submit completed benefit enrollment forms and all require dependent verification documents to Human Resources within 30-days of your first working day.**

I. Health Insurance – Shared contribution – UC Health/Employee  
(single, double, family)

There is one medical plan available - Alliance Select. In-network and out-of-network coverage. In-network office visits, \$25 co-payment. Plan covers pre-existing conditions. Domestic partners are eligible with notarized affidavit of Domestic Partnership. Includes Prescription benefits. Pretax premium deduction.

*Premiums and benefit design are subject to change January of each calendar year.  
This change reflects use of benefit and incurred costs to UC Health.*

Details of this benefit are explained the Summary Plan Description available at the Health Alliance intranet website, <://intranet.healthall.com/iBenefits/index.htm>

II. Dental Insurance – Shared contribution – UC Health/Employee  
(single, double, family)

There is one dental plan available – MedLife Dental. Two plan options include: 1) Dental or 2) Dental with Orthodontia (which includes adult orthodontia). 100% coverage for routine visits. Domestic partners are eligible with notarized affidavit of Domestic Partnership. Pretax premium deduction.

*Premiums and benefit design are subject to change January of each calendar year. This change reflects use of benefit and incurred cost to UC Health.*

Details of this benefit are explained in the Summary Plan Description available at the Health Alliance intranet website, <://intranet.healthall.com/iBenefits/index.htm>

III. EyeMed Select Vision Insurance – Employee paid  
(single, double, family)

Vision benefit plan with in/out of network benefits. Network includes Lenscrafters, Target, Sears, JC Penneys and thousands of independents nationwide. \$115 contact lens credit; \$130 frames credit; \$0 cost lenses and lens options. Domestic partners are eligible with affidavit. Pretax premium deduction.

Details of this benefit are explained in the Summary Plan Description available at the Health Alliance intranet website, <://intranet.healthall.com/iBenefits/index.htm>

IV. Flexible Spending Accounts – Employee paid

Two separate pre-tax payroll deduction accounts; Health Care FSA and Dependent Care FSA. Health Care FSA is used for payment of qualifying out-of-pocket health care expenses. Dependent Care FSA is used for dependent day care expenses. Maximum annual contribution: \$5,000 each plan.

V. Company – Paid Life Insurance

No election required. Fulltime: Group Term Life coverage of 2 times base salary.

VI. Company-Paid Short Term Disability

No election required. Illness or accident benefit. 5 day elimination period; Payment depends upon length of service. For the first year of employment, residents receive 60% pay for 6 weeks after 1 week of PTO. (May use available PTO to supplement). Benefit is payable after the first 90 days).

VII. Company-Paid Long Term Disability Insurance (full-time associates only)

Coverage effective date: Waiting period: 1<sup>st</sup> of the month following date of hire; no election required. Elimination period: 180 days. Benefits begin the day after the elimination period is completed. Monthly benefit: 60% of monthly earnings to a maximum benefit of \$10,000 per month.

VIII. Optional Life Insurance

Coverage effective date: July 1, 2010 provided you enroll within 30 days of your date of hire. If hired after July 1, 2010 then coverage effective the first working day, as determined by the Office of Graduate Medical Education, provided the benefit enrollment forms are received in human resources within 30 days of the first working day. Employee paid.

Full time: 1 – 5 times annual pay (MetLife approval required for 4 or 5 times pay or coverage greater than \$500,000).

IX. Dependent Life Insurance

Coverage effective date: July 1, 2010 provided you enroll within 30 days of your date of hire. If hired after July 1, 2010 then coverage effective the first working day, as determined by the Office of Graduate Medical Education, provided the benefit enrollment forms are received in human resources within 30 days of the first working day. Employee paid.

Resident must also elect Associate Optional Life Insurance. Spouse of Domestic Partner (with notarized affidavit of Domestic Partnership); up to \$50,000 (Met Life approval required for over \$20,000). Children: \$2,000, \$5,000 or \$10,000.

X. Accidental Death and Dismemberment

Coverage effective date: July 1, 2010 provided you enroll within 30 days of your date of hire. If hired after July 1, 2010 then coverage effective the first working day, as determined by the Office of Graduate Medical Education, provided the benefit enrollment forms are received in human resources within 30 days of the first working day. Employee paid.

Two plan options: Associate of Associate Plus Family. Available in \$50,000 increments from \$50,000 up to \$500,000. Domestic Partners eligible for coverage with notarized affidavit of

Domestic Partnership.

XI. Company Paid Travel Accident Insurance

Coverage effective date: July 1, 2010. No election required. Full-time: \$100,000 coverage; Payable in the event of death while traveling on company business.

XII. Professional Liability Insurance

University Hospital shall provide residents with professional liability insurance coverage for activities within the scope of the assigned program at the same levels as those required for medical staff physicians. Such professional liability insurance will be of the occurrence type.

In connection with the professional liability coverage provided by University Hospital, the resident agrees to cooperate fully in any investigations, discovery and defense that arise. The resident's failure to cooperate may result in exclusion of coverage.

The professional liability insurance will provide coverage for all activities that are part of the training program, and at all sites to which the resident is assigned as part of the training program.

**Section 3: Retirement**

- I. Required participation in Social Security. Residents may voluntarily contribute pretax dollars to a 401(k).\ Retirement Savings Plan. Pre-tax deductions to 401(k) account. Automatic enrollment of 2% contribution and auto increase program annually (Jan 1). Option to increase or decrease, stop or start anytime. First deduction on second paycheck.

**Section 4: Leave**

I. Vacation and Sick time

Total paid time off (PTO) of 25 days (equivalent of 5 weeks) to be credited each year on Commencement Date. The 25 days is pro-rated for resident who works at least 0.5 FTE but less than 1.0 FTE. Unused days may not be carried over from year to year. A maximum of 20 days can be utilized as vacation days; five days are credited for use as sick time. (N.B. There are a few select programs that, with the approval of the Graduate Medical Education Committee, have fewer vacation days. This time is noted in the resident's one-page signed contract.)

- A. Vacation is to be taken at the mutual convenience of the resident and the Program Director. The standard vacation increment is a two-week block. This may vary from program to program. Increments less than one week will be approved only under exceptional circumstances.
- B. For vacation purposes, five days includes Monday through Friday and contiguous weekend days preceding and following the five day block.
- C. All vacation days must be approved in advance by the Program Director.

D. Resident may not receive pay in lieu of vacation.

II. FMLA/Medical Leave of Absence (includes Maternity Leave)

Medical and Maternity Leaves of absence shall comply with the provisions of the Family Medical Leave Act. Provisions defined in Section IX apply. Under the FMLA (Family and Medical Leave Act, an eligible Resident is entitled to 12 weeks of unpaid job protected leave. An FMLA leave may be approved for up to 12 weeks for the serious health condition of the resident, birth or adoption of a child or to care for a seriously ill family member. FMLA leaves and medical Leaves run concurrently.

III. Leave of Absence Without Pay

A leave of absence for exceptional personal circumstances may be granted by the Program Director only with approval of the Associate Chief of Staff for Graduate Medical Education and is not to exceed 12 months. All PTO will be paid before leave without pay begins.

IV. Bereavement Leave

Up to three consecutive days, one of which must be the day of funeral, are granted with pay for the funeral of an immediate family member (as defined by UC Health).

V. Military Leave - is offered in compliance with federal law.

VI. Specialty Board & Licensure Examination Leave

Residents will be permitted to take paid leave for first time documented sitting for ABMS approved specialty boards or USMLE licensing examinations provided advance and proper notice is provided to the Program Director. Such leave shall cover the duration of the exam for in town sittings and residents shall not be subject to in house call the night before the exam. For out of town sittings, leave shall cover the duration of the exam and reasonable travel time.

VII. Effects of Leave

If the Residency Program Director, exercising his or her discretion, determines that any leave may affect a resident's ability to satisfy criteria for completion of the program, the ADA Commission on Dental Accreditation's requirements, or any other requirements of the Ohio State Dental Board or the board certifying the discipline or area of training, the Residency Program Director may require the resident to devote additional time for completion of the requirements.

**Section 5: Miscellaneous**

I. Parking

Resident parking is provided in designated areas at no additional cost. Residents must present to the UHI Badging ID office to complete paperwork and must comply with all institutional policies with respect to parking or parking privileges may be revoked.

II. Duty Hours/Cab Voucher Program

Residents are encouraged to report any and all possible Duty Hour concerns or signs of fatigue/impairment to the duty Hours Hotline at 584-2109. Messages can be left anonymously, but must include details so that action can be taken. All reported cases will be reviewed by the Duty Hours Committee of the Graduate Medical Education Committee and/or VP for Medical Affairs.

Residents are provided vouchers for a free cab ride home (and back) if the resident is too fatigued to drive home safely. Vouchers are available 24 hours/7 days a week. Vouchers are available from 6 am – 9 pm at the University Hospital Front Desk/Reception area. From 9 pm – 6 am, vouchers are available from the Nursing Supervisor on duty in room 1310-B or by pager at 0813.

III. On-Call Quarters

On-call quarters are provided for required in-hospital rotations.

IV. Counseling and Support Services

Confidential counseling and referral service are available for residents and members of their household experiencing personal, family work-related difficulties upon employment. The telephone number for access is 585-6100.

V. Employee Health

24- hour reporting hotline for work-related illness/injury; help with workers' compensation and disability claims; Flu shots.

VI. Adoption Assistance

After 1 year of service; FT = \$3,000 (special needs + \$4,000/child)

VII. ConSern Education Program

Assistance with scholarship searches and educational loans for residents or residents' families. Kindergarten through post-graduate degree programs.

VIII. Credit Union (Cincinnati Healthcare Associates Federal Credit Union)

IX. Direct Deposit

Direct deposit of paycheck; maximum 4 accounts

X. Discounts

Discounts to major events and attractions in the Cincinnati area (e.g., Newport Aquarium, Cincinnati Reds, Kings Island, etc.)

XI. ePayroll

View and print pay stub and W-2 electronically via internet/intranet. Via telephone hear pay information or have pay stubs faxed.

XII. Financial Counseling

Free financial planning/counseling provided through Gradison/UBS.

XIII. Hospital Billing Discount

Discount on hospital bills for services provided at UC Health facilities. Must contact Customer Service at (513) 585-7800 as soon as bill received and prior to paying bill. Bill will be re-priced.

XIV. MetLife Auto/Home Insurance

Discounted rates on auto and home insurance. Premiums paid through payroll deductions.

XV. YouDecide.com

Access to discounted rates from the leading national providers of property & casualty insurance, home/auto financing, prepaid legal, vision care, pet insurance and more.