Limited Staff Agreement
(2024-2025Academic Year)

Preamble

The Limited Staff Agreement ("Agreement") is provided on an annual basis to all residents and fellows within the graduate medical education training programs sponsored by The Ohio State University Hospital in partnership with The Ohio State University College of Medicine. Residents and fellows are appointed to the Medical Staff of The Ohio State University Hospital in the Limited Staff category. In addition, residents and fellows are appointed to the faculty of The Ohio State University College of Medicine with the special faculty title of Clinical Instructor – Housestaff.

Each program within the institution uses this contract for its residents and fellows. The contract is updated annually, approved by the Graduate Medical Education Committee, and distributed each spring to all renewing and incoming trainees for their signature. Please read this Agreement carefully prior to signing it and returning it to your training program coordinator or program director. A signed copy of this Agreement will then be kept on file in the residency management systems (MedHub). A copy may also be kept by your department/training program.

Any questions related to this Agreement can be forwarded to either your program director or the Graduate Medical Education Office in 125 Doan Hall (293-7326).

ANNUAL LIMITED STAFF AGREEMENT

The Ohio State University Hospital (Academic Year 2024-2025)

Limited Staff: _____
(please print)

Training Program: _____

Overall Post-Graduate Year: _____

Year in Training Program: _____

This Agreement is made on the date of its execution by the member of the Limited Staff and The Ohio State University on behalf of its University Hospital ("OSU-UH"), to be effective for the period indicated herein. For programs with early start dates, the date of this Agreement will include the first program orientation date or first clinical date, whichever comes first. This Agreement is intended to set forth the respective rights and responsibilities of the member of the Limited Staff and OSU-UH.

OSU-UH desires to provide quality patient care and to operate a graduate medical education program for physicians and other healthcare professionals within the overall educational environment of OSU-UH.

The Limited Staff consists of interns, residents, and fellows (hereafter collectively referred to as "Residents") who have been accepted for residency and fellowship programs and who desire to complete the applicable graduate medical education specialty requirements.

Therefore, the Resident and OSU-UH agree to the following:

I. APPOINTMENT

OSU-UH appoints the above-named individual as a Resident for the period from

._____ / _____ 2024 to _____ / _____/ 2025
(Not to extend past June 30, 2025)

subject to all rules, policies, and bylaws of The Ohio State University ("OSU"), OSU-UH, The Medical Staff of OSU-UH, the Accreditation Council on Graduate Medical Education (ACGME) and its Residency Review Committees (RRC), other applicable professional groups controlling residency/fellowship requirements, the OSU-UH Graduate Medical Education

Committee, and his or her assigned OSU Clinical Department and applicable laws and regulations. Each Resident will meet and maintain compliance with all such requirements.

II. DUTIES AND RESPONSIBILITIES OF A RESIDENT

The above-named Resident agrees to the following:

1. Resident must obtain either a training certificate or full license from the State Medical Board of Ohio or other applicable Ohio licensing board prior to beginning training and maintain it throughout the term of this Agreement.

2. Resident must successfully complete USMLE Step 1 and Step 2 (CK & CS) prior to appointment to the Limited Staff of OSU-UH and prior to official appointment to their training program.

3. Resident with promotions or appointments scheduled after June 1, 2008 must successfully complete USMLE Step 3 prior to completion of the PGY-2 training year. Residents entering a program at the PGY-3 level or higher must have completed USMLE Step 3 prior to their appointment to the Medical Staff. Training programs must allocate time outside of vacation to allow a trainee to take the exam for the first time. If the trainee fails the exam and must retake it, the program may require the resident to use vacation time.

4. Resident must obtain and maintain ECFMG certification when applicable, if the Resident is an international medical graduate. The GME Office handles all issues and questions related to J-1 visa eligibility, applications, and communications with the ECFMG. When applicable, the Resident must also obtain and maintain appropriate immigration and/or visa paperwork. The institution and training programs agree to assist the Resident as necessary with completion of immigration paperwork but the ultimate responsibility for its completion remains with the Resident. Permanent Resident Status with employment authorization is always accepted.

   For those trainees needing a visa, J-1 visas remain the recommended visa option. H-1B visas are allowed if the applicant is a medical student at an LCME- AOA accredited US medical school on an F-1 student visa (H-1B to begin after completion of optional practical training ("OPT") year) or; if the applicant is currently on an H-1B at another institution. H-1B visas are allowed only with the approval of the GME Office.

5. OSU-UH's Drug Enforcement Agency ("DEA") number is restricted for use by the Resident only in the course of carrying out clinical duties within their GME training program. Prior to the eligibility for obtaining a personal DEA number, the Resident may use the OSU-UH's DEA number provided by the OSU-UH's Pharmacy Department. If the Resident is planning to perform any clinical duties outside of the training program regardless of location, the Resident must obtain an individually registered DEA number for dispensing controlled substances when eligible under State

and Federal law prior to performing any such duties.

6. Resident must be certified as a Provider to perform Advanced Cardiac Life Support ("ACLS"). Program Directors may make a request to the GME Office to have residents or fellows in their program exempt from this requirement. ACLS training may be obtained through OSU-UH or through any other American Heart Association approved training program.

7. Resident must apply for, obtain and maintain appointment to the Limited Staff of OSU-UH and The James Cancer Hospital as outlined in the respective hospitals' Medical Staff Bylaws. Appointment to the Limited Staff must be granted prior to beginning training within the program. Residents are not full, voting members of the Medical Staff and do not have independently delineated privileges. However, except where expressly stated, each Resident is bound by the terms of the applicable hospitals' Medical Staff Bylaws and Rules and Regulations of the Medical Staff for each respective hospital.

8. Resident must have a National Provider Identification ("NPI") number. The NPI number can be obtained through the NPI Application website https://nppes.cms.hhs.gov/NPPES

9. Resident agrees to provide quality patient care as assigned and supervised by an attending physician. In order to ensure appropriate attending physician supervision, the Resident is required to provide, within a reasonable timeframe, notification to and consultation with the attending physician regarding all admissions, discharges, emergency department and inpatient consultations, significant progress or deterioration of a patient's condition, patient restraints, and any procedure or treatment that carries a significant, material risk to the attending physician's patients. The process for notification and consultation with attending physicians will be in accordance with the training program's supervision policy, the Bylaws, Rules and Regulations of the Medical Staff, and the direction of the attending physician.

10. Resident must develop a personal program of self-study with guidance from the Program Director and faculty of the OSU College of Medicine, which is designed to lead to the fulfillment of the specialty requirements for board certification when applicable. Although this does not need to be a written document or study plan, Residents who are not progressing academically in their program may be specifically asked to develop a written study plan and to document their implementation of that plan.

11. Resident must dress and carry out his/her duties in a professional and an ethical manner in accordance with State and Federal laws, state licensure standards, and the applicable Medical Staff Bylaws and Rules and Regulations. Specifically, Resident also must endorse "The Ohio State University Wexner Medical Center Standards for Employee Conduct" at the time they are credentialed for a limited staff appointment.

12. Resident must participate in in-house and home night call in conformity with institutional guidelines. Call schedules and overall duty hours for each program shall conform to institutional policies, program policies and to applicable ACGME Residency Review Committee Program Requirements. Call schedules shall recognize a primary concern for patient care and the continuity of patient care. However, Program Directors shall ensure that duty hours do not exceed the amount permitted by institutional policy and that appropriate measures are taken to avoid undue stress and fatigue due to call.

13. Resident agrees that any outside professional activity (moonlighting) must be consistent with applicable institutional, training program and ACGME/RRC policies. Moonlighting by the Resident requires the prior written approval of the Residency Program Director and must not interfere with the Resident's professional development or the overall functioning of the training program. Clinical Department assignments for on-duty and on-call hours will always be given priority in deciding whether to authorize moonlighting activity. Additional moonlighting restrictions and requirements can be found in the institutional and individual departmental moonlighting policies.

14. Resident must participate in the full range of inpatient and outpatient clinical activities, as assigned by the Residency Program Director and in accordance with training program policies that outline the roles and responsibilities for Residents in each level of training within the program.

15. Resident must complete all medical records including but not limited to history and physicals, progress notes, operative reports and discharge instructions, and discharge summaries in a timely manner, consistent with the direction of the attending physician and the Bylaws, Rules and Regulations of the Medical Staff.

16. Resident must attend meetings, seminars and conferences as mandated by the Division, Department, and/or College of Medicine, except when excused for urgent patient care duties. Training programs may set attendance requirements in terms of the number or percentage of conferences that must be attended by Residents and remediation policies if these requirements are not met.

17. Resident must participate actively in the education of medical students, other Residents, and other students as assigned.

18. Resident agrees to participate in the election of Residents to Committees in the Department and/or OSU-UH including the Residents Advisory Council, which is elected annually.

19. Resident agrees to participate in surveys conducted by the training program and/or institution to assess the quality of education and work environment offered. Resident must provide all personal academic information to the program in order to facilitate GME quality improvement efforts.

20. Resident agrees to participate and provide needed information (including fingerprints) to complete any criminal background checks as required by state or federal law or by applicable institutional the policies.

21. Resident agrees to participate in any drug and alcohol random screening or "for cause" testing as per Medical Staff policies. All information pertaining to drug screening tests or results will be maintained in a confidential manner.

22. Resident agrees to meet and attain graduate medical education program curricular objectives and to make satisfactory progress in meeting those objectives as established by the Program Director. For ACGME accredited programs, these curricular objectives include the ACGME's six core competencies: patient care and procedural skills, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and systems-based practice, including actively working to optimize the clinical learning environment.

23. In order to protect the integrity of the training program and to ensure that there is adequate time to reassign a Resident's clinical and academic responsibilities, if the Resident decides to voluntarily leave the program and terminate this Agreement prior to its termination date, the Resident must provide at least 30 days notice of termination to the Program Director in writing. The Program Director may use his/her own discretion to allow the Resident to leave the program with less than 30 days notice. It will be considered a serious breach of professional standards if the Resident leaves the program with less than 30 days notice without the written permission of the program director.

24. Graduate Medical Education Competency Education Program ("GCEP") series was developed to assist individual training programs in meeting the ACGME institutional requirements and general competencies. All Residents and Fellows must complete the "Physician Health", "Sleep Deprivation" and "Safe Prescribing and Managing Opioids" GCEP sessions once during their training program and within one year of beginning training at OSU-UH. All trainees in residency training programs must successfully view, complete a post-test, and evaluate at least ten (10) sessions within one year of beginning training. The "Physician Health", "Sleep Deprivation" and "Safe Prescribing and Managing Opioids" sessions count toward the 10-program requirement.
25. The OSU-UH's annual Clinical Quality Management, Patient Safety & Service Plan highlights the institutional healthcare quality and patient safety priorities and the processes for addressing these priorities. Resident is responsible to be familiar with the improvement processes utilized at the OSU-UH.

26. Resident is responsible for providing safe, high-quality patient care. As such, the resident is expected to report patient safety concerns and safety events through their supervisor, unit manager and/or the online Patient Safety Reporting System ("PSRS"). Resident is expected to actively participate in medical center initiatives not only in Resident's unit/department, but also as applicable to the medical center wide enterprise

performance scorecard.

27. Resident will follow institutional tools, policies and procedures developed to reduce errors and provide the highest standard of care.

28. In collaboration with the Department of Quality and Patient Safety, the Graduate Medical Education Office requires all trainees to be enrolled in the GCEP Quality Improvement Patient Safety Modules. Resident agrees to complete all modules as assigned by the GME office.

29. All residents and fellows must participate in basic education in research ethics, human subject's protection, and research regulations. Training may be completed by participating in the Collaborative IRB Training Initiative ("CITI") web-based course at http://www.citiprogram.org. All residents at the PGY 2 level must have completed the module prior to completion of the PGY 2 training year. All fellows must complete the training during their first year and prior to being promoted to the second year of their training program or completion of their program.

30. Resident shall immediately notify the Program Director of (i) any notice or other information that relates to or may affect in any way Resident's license to practice medicine in Ohio or any other state in which Resident is licensed; (ii) any notice or other information regarding any notice, information, decision or action that relates to or may affect in anyway Resident's DEA number; or (iii) any information which Resident has reason to believe may lead to: (1) a claim against the professional liability insurance maintained by OSU-UH on Resident's behalf; or (2) termination, modification or suspension of Resident's license to practice medicine in Ohio or any other state in which Resident is licensed.

31. At the time of the expiration or termination of the Agreement, Resident shall: (i) return all OSU-UH property and property that belongs to any institution to which Resident was assigned as part of the training program, including, but not limited to badges, books, equipment, keys, pagers, paper, and uniforms; (ii) complete all necessary records; and (iii) settle all professional and financial obligations.

32. In performance of Resident's responsibilities under this Agreement, Resident shall not discriminate on the basis of race, sex, color, age, religion, national origin, ancestry, sexual orientation, disability, health status, genetic information, source of payment, or ability to pay for services rendered, or any other status protected by applicable law.

33. OSU-UH is committed to maintaining a work and educational environment free from sexual and other forms of harassment or similar inappropriate conduct. 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. Resident shall comply fully with the applicable policies of OSU-UH that prohibit discrimination, harassment, and similar inappropriate conduct. Any accusations against Resident regarding these matters will be processed in accordance

with OSU-UH's policies. Any accusations against any other employee will be processed in accordance with the policies of such person's employer and, as applicable, the policies governing the facility or site which the alleged misconduct occurs.

III. PROGRAM RESPONSIBILITIES

OSU-UH agrees to provide:

1. A faculty position for the Resident with the title of Clinical Instructor – Housestaff subject to the Resident/s obligation to meet and maintain eligibility requirements.

2. A training and educational program which meets the applicable ACGME Institutional Requirements and RRC Program Requirements or other accreditation requirements as applicable to the program. OSU-UH shall provide Resident with appropriate supervision for all educational and clinical activities.

3. A certificate from OSU-UH upon successful completion of the training program requirements.

4. OSU-UH shall schedule duty hours for Resident in accordance and compliance with ACGME standards and the requirements of the training and educational program. OSU-UH shall assure that undue stress and fatigue are avoided and that duty hours are not excessive. Specific policies on the limitations and monitoring of duty hours can be found in the institutional duty hour's policy as well as the duty hour's policy of each training program.

5. In compliance with ACGME requirements, OSU-UH shall not require Resident to sign a non-competition guarantee as a condition of participation in the program.

IV. OSU BENEFITS

(Additional information on the OSU benefits noted in this section, as well as other benefits, is available from the OSU Office of Human Resources website at http://hr.osu.edu/benefits/).

OSU agrees to provide:

1. An annual stipend commensurate with institutional guidelines and post graduate year that is uniform among clinical departments, pursuant to recommendations made by the Graduate Medical Education Committee and approved by the Associate Dean for Graduate Medical Education and the Chief Clinical Officer. Stipend levels will be determined annually, and this information will be distributed to Residents prior to the beginning of each academic year.

2. Professional liability insurance for professional medical services rendered within the scope of OSU employment and the residency/fellowship program at approved sites/rotations. This coverage is provided by OSU's Self Insurance Program, on an occurrence basis, with a minimum shared limit of liability of $1,000,000 per

occurrence/ $3,000,000 annual aggregate. Outside professional activity performed for hire (moonlighting) is not covered with the exception of services provided at OSU-UH locations and previously approved in writing by the Chief Clinical Officer.

3. Group Term Life insurance in an amount of two and one-half times annual stipend, to a maximum of $250,000. Optional Voluntary Group Term Life Insurance (VGTLI) coverage for yourself, your eligible spouse and/or dependent children up to age 26. You pay the full cost of VGTLI coverage.

4. Eligibility to enroll in the OSU-sponsored health insurance plans, which includes medical, dental and vision options. Premiums and coverage vary by plan and coverage level.

5. Upon employment, Resident will begin accruing sick leave benefit hours. This benefit provides the Resident full pay for up to the total number of hours that have been accrued. Sick leave does not accrue during unpaid leaves of absences. There is no limit on the number of hours that may be accrued. Full-time employees (100%) accrue 120 hours of sick leave per year. Appointments less than 100% accrue sick leave at a pro-rated amount according to time actually worked. No moonlighting while on sick leave is permitted.

6.In accordance with federal law, the university provides job protected Family and Medical Leave (FML) to eligible employees for up to 12 workweeks (480 hours) of leave during a 12-month period based on qualifying events. Eligible employees that care for covered service members are eligible for up to 26 workweeks of leave in a single 12-month period.

   a. Important details regarding eligibility requirements, employee leave entitlements, relationship to paid or unpaid leave policies, compliance and fraud, and procedures can be found at https://hr.osu.edu/wp-content/uploads/policy605.pdf

   b. No moonlighting during FML will be permitted.

7. Retirement benefits: OSU does not participate in the federal Social Security system, other than contributions to Medicare. While employed with OSU, your mandatory retirement contributions must be invested with one of the state retirement plans, either the State Teachers Retirement System of Ohio ("STRS-OH") or the Alternative Retirement Plan ("ARP"). Complete definitions and policies regarding these retirement plans can be found at https://hr.osu.edu/benefits/retirement/.

   a. Contributions: A Resident currently contributes 14% of his or her pre-tax earnings to the applicable retirement plan. OSU contributes as follows:

      - STRS – Defined Benefit (DB) Plan: 14% of your eligible compensation

- STRS – Combined Plan: A set percent goes to the STRS Defined Benefit pension plan to help fund your future STRS DB retirement benefits. Please got to Retirement Plans - Human Resources at Ohio State (osu.edu)
- STRS Defined Contribution: A set percent of your eligible compensation goes to your individual STRS account and to the STRS Defined Benefit Plan to help past service liabilities, as required by law. Please go to Retirement Plans - Human Resources at Ohio State (osu.edu)
- ARP: A set percent goes to your individual STRS account and to the mitigating rate to STRS. Please go to Retirement Plans - Human Resources at Ohio State (osu.edu)

These rates are subject to legislative and retirement system rule changes.

b. Termination of employment: For information on vesting and distribution of funds upon termination please go to https://hr.osu.edu/benefits/retirement/.

c. Supplemental retirement accounts ("SRA") are also available. Additional pre-tax funds through Deferred Compensation Program ("DCP") or Tax-Deferred Accounts ("TDA") are found at http://hr.osu.edu/benefits/retirement.

8. Parking and transportation information can be obtained online at http://www.campusparc.com/osu or through your training program. Residents have an opportunity to purchase faculty "A" parking permits.

9. Workers' compensation provides coverage for medical expenses and compensation for l oss of pay resulting from absences due to work-related injuries or illnesses. You are eligible for workers' compensation on day one of your employment with Ohio State. Ohio State has a self-insured workers' compensation program. Sedgewick maintains all of Ohio State's workers' compensation files.

10. Social Security withholding of 1.45 percent of gross stipend will be withheld by OSU to support Federal Medicare Programs for Residents.

11. Counseling and Support: The Program Director will provide an opportunity for counseling or consultation referral related to personal problems that arise out of the trainee's participation in the program or that could affect the ability of the Resident to perform his or her professional duties. Four mechanisms exist for this counseling:

a. The Ohio State Employee Assistance Program ("EAP") is a confidential counseling service for OSU employees and their families experiencing distress that can interfere with work performance (https://hr.osu.edu/benefits/eap/). The types of problems that are dealt with at EAP include: marital/family/relationship counseling, substance abuse, stress reduction, referral for legal and financial counseling, etc. Call 1-800-678-6265.

b. The Committee for Practitioner Health considers issues of physician health or

impairment whenever a referral is requested, and provides counseling, referral and monitoring for medical staff, including residents. Contact the committee chair for referrals.

c. Stress, Trauma, And Resilience ("STAR") At some point in their lives, most Americans will be exposed to some form of psychological trauma. Whether it's from violence or abuse or a profound loss, trauma can adversely affect a survivor's outlook on life and their ability to interact with the world. We are a dedicated team whose sole purpose is the identification, education and treatment of those who have survived trauma and the people who support them.

If you are a survivor, it is not your fault. We can help you heal.

The Stress, Trauma and Resilience (STAR) Program at the Ohio State Department of Psychiatry and Behavioral Health offers programs and services in three basic areas. 1) Support for Professionals 2) Support for Survivors 3) Leading edge research. Call 614-293-STAR (7827).

d. Department of Chaplaincy and Clinical Pastoral Care assists patients, families, and Medical Center physicians and staff in meeting spiritual and emotional needs. Sanctuary and meditation rooms are located on 5th floor Atrium at OSU-UH, and 3rd floor at East Hospital, respectively. A Chaplain is on call 24 hours per day and can be reached through the Hospital Operator.

12. As employees and faculty of OSU, Residents are afforded the protection of OSU and GME Committee policies on Affirmative Action, Equal Employment Opportunity, Non-Discrimination, and Sexual Harassment (GME policies and policy 1.10 and 1.15 in the OSU Human Resource Policies and Procedures).

V. INSTITUTIONAL BENEFITS (MEDICAL CENTER)

1. Long-term disability income insurance, with benefits of one-half of annual stipend in case of total disability lasting beyond 90 days.

2. Parental Leave:
The purpose of parental time off is to provide a birth mother or parent with paid time off to recover from childbirth and/or to care for and bond with a newborn or newly adopted child. Parental leave is available to all Residents holding at least 75% FTE, regardless of length of service at OSU. When possible, written notice of pregnancy (or spouse's pregnancy) or adoption, and plans for parental leave should be provided to the program director as soon as possible – preferably by the end of the first trimester – in order to ensure that schedule changes can be made in a timely manner and that receipt of benefits can be accommodated. For new, incoming Residents who are aware of a pregnancy, written notification to the program director is expected as soon as possible after the position is offered to the Resident.

a. Residents should be aware that the amount of leave taken for any reason may affect their ability to meet training time requirements of the applicable certifying board. In some cases, the length of parental leave may approximate the total amount of time allowed away from a training program by a certifying board, leading to a required extension of training.

b. The Program Director will attempt to obtain certifying board approval whenever appropriate; however, the certifying board decision is the final decision. Arrangements, including additional training needed to satisfy program requirements, which accrue before or after the period of, leave, may be required.

c. No moonlighting during parental leave will be permitted.

d. Eligibility

1. Faculty or staff who hold at least 75% FTE and are in a regular, term (including post-doctoral scholars), seasonal, or associated faculty position at the time they become a parent are eligible for parental time off.
2. Eligible faculty and staff may receive parental time off immediately upon hire.
3. Staff working in intermittent and/or temporary positions are ineligible.

e. Use

1. All eligible faculty and staff (birth mother and parent) can take up to 240 hours (six work weeks, based on an appointment of 100% FTE) of parental time off to care for and bond with a newborn or newly adopted child immediately following a birth or adoptive event.
2. Parental time off is paid at 100% of the employee's regular pay (based upon FTE) for the specified number of hours outlined in this policy.
3. Parental time off will commence following the birth or adoption of a child, and the maximum amount of allotted time off is based on the policy in effect at the time of birth.
4. When medically necessary or necessary to fulfill the legal requirements for an adoption, parental time off may be taken prior to the birth or adoptive event, provided all eligibility requirements are met when the time off commences.
5. Parental time off will run concurrently with available FML. If the employee is ineligible for FML or has an insufficient FML balance, parental time off will still be granted. In this case, the return-to-work provision of the Family and Medical Leave 6.05 policy will apply.
6. Parental time off benefits may be combined with other time off programs to maximize the length of paid time off available and to supplement paid time off under FML for birth and adoptive events.

- Pursuant to the sick time usage parameters, the birth mother is eligible to take sick time (not to exceed 30 working days/240 hours or six weeks) and must exhaust all parental time off prior to

the use of sick time off. Parental time off does not have to be exhausted prior to the use of short-term disability. Parents (non-birth mothers) are ineligible to take sick time for birth and adoptive events unless necessary to care for a sick family member.

- Parental time off must be exhausted prior to the use of vacation or compensatory time when such time off is requested for the purpose of a birth or adoptive event.

f. Continuous parental time off for parents (non-birth mothers) may be taken immediately following birth or adoptive event. Intermittent parental time off may be taken during the first year following the birth or adoptive event with advanced notice, scheduling, and departmental approval.

g. A birth mother may choose to return to work prior to the exhaustion of parental time off and must present a dated return-to-work certificate from the health care provider. After the birth mother's return to work, the remaining parental time off may be taken on an intermittent schedule with advanced notice, scheduling, and departmental approval within one year from the birth of the child.

h. Parental time off may be taken in cases of stillbirth. In such event, a maximum of two weeks of parental time off may be used by each of the birth mother and other parent. Appropriate medical documentation is required. Additional time may be used from sick time off balances when supported by medical documentation.

3. Two white lab coats or one lab coat and one fleece jacket per year of training with the OSU-UH logo will be provided to each Resident. While on in-house call at OSU-UH, sleeping and bath facilities are provided, including linens and towels.

4. Funding for meals is provided while on in-house call consistent with policies adopted by the Graduate Medical Education Committee and approved by the Chief Medical Clinical Officer.

5. To enhance communication and promote resolution of issues, the Chief Clinical Officer will designate a GME Counselor within the GME Office to work with Residents. The GME Counselor will provide information and services under the direction of the Chief Clinical Officer and Chair of the Graduate Medical Education Committee.

6. Each Limited Staff member has the right to vote for one Resident member from his/her Clinical Department to serve on the Resident Advisory Council ("RAC") which meets monthly. The RAC was created in 1997 to facilitate communication among a multi-disciplinary group of housestaff leaders on issues related to patient care and resident/fellow well-being and education. Selected RAC members will serve on the Graduate Medical Education Committee and may meet with Program Directors, Chairpersons of Clinical Departments, Resident Evaluation Committees, or other committees as may be appointed for the purpose of discussing problems related to the evaluation process, the content of the training programs, or other problems of mutual

concern.

7. Resident is provided the opportunity to raise concerns and provide feedback in a confidential manner, without fear of intimidation or retaliation, at any time, regarding non-performance related to this Agreement or non-compliance with any GME or Hospital policy. In general, a resident should first discuss his/her concerns with his/her Program Director. If the Resident's concern is not addressed satisfactorily, the resident is provided an opportunity to discuss his/her concern with other administrators including but not limited to: Division Director, Department Chair, the GME Office, and the Medical Director's Office.

VI. DEPARTMENTAL BENEFITS

Clinical Departments may desire to add to the benefits provided for in Article IV of this Agreement. In no event may compensation or benefits, or any other right provided in this Annual Agreement be denied or diminished by the Clinical Department. Benefits provided for by the Clinical Departments may be provided by a variety of sources but are not obligations of nor enforceable against OSU-UH.

1. A minimum of three weeks (inclusive of 15 weekdays) paid vacation time to be taken at a time approved by the Program Director. A program should allow five (5) additional days of leave in the appropriate year of the training program to allow the residents to interview for future positions. Scheduling of these interview days must be approved in advance, by the Program Director.

2. Residents should be aware that the amount of leave taken for any reason may affect their ability to meet the requirements of the applicable certifying board. In some cases, the length of parental leave may approximate the total amount of time allowed away from a training program by a certifying board. The Program Director will attempt to obtain certifying board approval whenever appropriate; however, the certifying board decision is the final decision. Arrangements, including additional training needed to satisfy program requirements, which accrue before or after the period of, leave, may be required.

3. Upon Return to work for a personal serious health condition, the Resident must present a letter from the health care provider and approved by the Program Director, stating their fitness-for-work, per OSU Policy.

4. In addition of six weeks of parental leave, GME will provide residents with a minimum of one-week paid time off outside of the six weeks of parental leave for approve medical, parental, or caregiver leave(s) of absence during an academic year and if all other leave is exhausted.

5. Additional benefits may be provided at the discretion of the Clinical Department. Those additional benefits may include meal allowances. Such additional Clinical Department benefits shall be in written form and readily available through the program.

VII. DEPARTMENTAL PROFESSIONAL OBJECTIVES

The Clinical Department shall adopt written goals and objectives for each resident/fellowship program and for each rotation within the program. Said goals and objectives shall meet or exceed the applicable RRC Program Requirements and ACGME competencies and should be regularly updated based on changes in those Requirements. These goals and objectives shall be distributed in writing to all Residents at the beginning of the program and after each revision.

VIII. APPOINTMENT AND EVALUATION

1. Appointment to a training program at OSU-UH is made in accordance with the National Resident Matching Program or other nationally recognized matching programs, when available. If there is no matching program, selection will be based upon guidelines approved by the Graduate Medical Education Committee and based upon program-specific selection policies and procedures.

2. Advancement or appointment to a subsequent sub-specialty fellowship after successful completion of a training program is not to be considered a right or entitlement of a Resident.

3. If a resident is appointed to a position in a preliminary training program and has not also matched or appointed into a categorical position in a residency program, appointment to a subsequent residency program or advancement to a PGY-2 preliminary position is not considered a right or entitlement of a resident.

4. Inclusion of elements from the ACGME's six required competency areas and CLER focus areas in the evaluation of the Resident will be undertaken by each accredited training program. A complete evaluation of the Resident's performance includes but is not limited to:

   a. evaluation of clinical performance by the Department's faculty, other healthcare professionals, and patients as determined by program evaluation processes on routine evaluations.
   b. attendance records at mandatory conferences, and

   c. satisfactory performance on the relevant In-Training Examination, if available.

5. The Resident will meet with the Program Director for a performance evaluation twice yearly at a minimum, and more frequently during periods of remediation or probation at the discretion of the Program Director.

6. The permanent electronic performance evaluations will be readily accessible to the Resident in the resident management system (MedHub).

7. The Resident has the right to challenge the accuracy of a written or electronic evaluation or report of his/her performance. The Resident may discuss the report with

the Program Director and if the problem is not satisfactorily resolved, may choose to meet with the Department or Division Evaluation Committee or other Committees designated by the Program Director and to present rebuttal evidence. The decision of the Program Director on written or electronic evaluations is final.

8. At the successful completion of the training program, the Program Director must meet his/her obligation to document the clinical competence of Residents to be recommended to the appropriate certifying board.

IX. RENEWAL AND PROMOTION

1. The Agreement may be modified annually and must be approved by the Graduate Medical Education Committee. This Agreement may be renewed annually by OSU, contingent upon the Resident's satisfactory performance as determined by the Program Director, and upon compliance with the terms of the Agreement.

2. The decision to offer renewal and/or promotion to the next level of training at OSU Hospital is the responsibility of the Program Director, who will consult with the Clinical Competency Committee, or other Committees appointed by the Program Director, the Chair of the Department or Director of the Division.

3. A decision for non-renewal of appointment or non-promotion must be given in writing with adequate notice, consistent with institutional policies, along with the reasons for the decision. An adverse decision regarding advancement in the program may be based on the best interests of the overall educational goals and standards of the training program and the care of patients.

X. ADVERSE ACTIONS

1. Adverse actions may be taken with regard to a member of the Limited Staff through either an “academic” or a “non-academic” pathway.

   a. Academic adverse actions are handles in accordance with the institutional “Academic and Administrative Adverse Actions Policy” as approved by the GME Committee.

   b. Non-academic adverse action as they relate to the Limited Staff are handled in accordance with the OSU Hospital Medical Staff Bylaws as it pertains to the peer review process and corrective action.

2. Resident is entitled to the rights of the due process and appeal policies and procedure specific for either the academic or non-academic adverse action pathway based on the specific action taken by the program and/or the institution.

   a. The appeal policy for academic adverse actions are outlined in the “Resident Due Process Policy” as approved by the GME Committee.

b. The appeal process for non-academic adverse action are handled in accordance with the OSU Hospital Medical Staff Bylaws Section 3335-43-06 and other sections as noted.

XI. RELEASE OF INFORMATION

The Resident acknowledges that, should another institution or organization to which the Resident has applied for employment, Medical Staff appointment, transfer of residency, or other positions relating to this Graduate Medical Education Program, request a reference from OSU-UH, OSU-UH will provide a comprehensive reference concerning the Resident. The Resident hereby authorizes OSU-UH to release such information under these circumstances.

XII. MISCELLANEOUS PROVISIONS

1. Affiliation Agreements. Affiliation agreements executed between OSU-UH and various affiliated training institutions may contain language which binds the Resident to function under the policies and procedures of the affiliate institution above and beyond those noted in this agreement while the Resident is assigned to a particular affiliate institution. Questions or concerns related to policies and procedures at affiliated training sites should be directed to either the faculty at the affiliated institution, the program director or the GME Office.

2. Governing Law. This Agreement is being drawn, executed, and is to be performed in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio.

3. No Waiver. Failure to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be deemed a waiver of such terms or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right at any other time, absent written notice to such effect delivered by the appropriate party to the other parties.

4. Entire Agreement. This Agreement contains the entire understanding between OSU-UH and the Resident, and supersedes any prior understandings or Agreements between them respecting the subject matter. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the parties.

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IN WITNESS WHEREOF, the parties, have in good faith and intending to be legally bound, executed this 2024-2025 Limited Staff Agreement as of the date of the last signature.

Resident/Fellow	Date
GME Training Program Director	Date
Associate Dean for Graduate Medical Education The Ohio State University College of Medicine	Date
Chief Clinical Officer The Ohio State University Hospital	Date