

Limited Staff Agreement
(2010-2011 Academic Year)

Preamble

The Limited Staff 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. Residents and fellows are appointed to the Medical Staff of The Ohio State University Hospitals 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 Medical Staff Office/Credentialing Office. A copy may also be kept by your department/training program.

A blank copy of this agreement may be found online at <http://medicine.osu.edu/futureresidents/> then “Residency Benefits” 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 Medical Center
(Academic Year 2010-2011)

Name: _____
(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, 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 The Ohio State University on behalf of its Medical Center (OSUMC).

The Ohio State University Medical Center (OSUMC) 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 the Ohio State University Medical Center.

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 agree to the following:

I. APPOINTMENT

OSUMC appoints the above named individual as a Resident for the period from

_____/_____/2010 to _____/_____/2011
(not to extend past June 30, 2011)

subject to all rules, policies, and bylaws of OSU, OSU Hospital, The Medical Staff of OSU Hospitals, the Accreditation Council on Graduate Medical Education (ACGME) and its

Residency Review Committees (RRC), other applicable professional groups controlling residency/fellowship requirements, the OSUMC 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 Ohio State Medical Board 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 University Hospital 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. a. 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.

b. 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. The Hospitals' 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 Hospitals' DEA number provided by the Hospitals' Pharmacy Department. If the

Resident is planning to perform any clinical duties outside of the training program regardless of location, the Resident must obtain a Drug Enforcement Agency 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 the OSU Medical Center 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 Hospitals and 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. All housestaff 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, 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 Medical Center Code of Conduct” at the time they apply or reapply for limited staff credentials.

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 explicit 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 Hospitals 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 screen 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, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and systems-based practice.
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. The Introduction to the Practice of Medicine (IPM) series was developed to assist individual training programs in meeting the ACGME institutional requirements and general competencies. All Residents and Fellows must view the “Impaired Physician” and ”Sleep Deprivation” IPM sessions once during their training program and within one year of beginning training at OSUMC. All trainees in residency training programs must successfully view, complete a post-test, and evaluate at least ten (10) sessions before completion of their training program. The “Impaired Physician” and “Sleep Deprivation” sessions count toward the 10-program requirement.
25. 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 he 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.

III. PROGRAM RESPONSIBILITIES

The Ohio State University 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.
3. A certificate from OSU Medical Center upon successful completion of the training program requirements.
4. Assurance 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.

IV. UNIVERSITY BENEFITS

(Additional information on many University benefits noted in this section is available from the University Office of Human Resources website at <http://hr.osu.edu/benefits/>).

The Ohio State University 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 Medical 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 in the form of occurrence coverage. This coverage is provided by the OSU Self-Insurance Program for all activity within the residency-fellowship program, when the program activity is performed at OSU owned or operated locations. Coverage at non-OSU facilities will be provided according to affiliations or other contractual agreements with affiliated training sites. No coverage is provided at non-OSU, non-affiliated locations unless prior written approval of the Chief Medical Officer and the OSUMC Director of Insurance is obtained. Outside professional activity performed for hire (moonlighting) is not covered unless prior written approval of the Chief Medical Officer and the OSUMC Director of Insurance is obtained.

3. Group Term Life insurance in an amount of two and one half times annual stipend, plus an accidental death benefit in an equal amount. Optional dependent group life plans are available for spouses, or same-sex domestic partner (separate affidavit required) and dependent children up to age twenty-three or when they no longer meet eligibility requirements if earlier. A variety of plans with varying premiums and limits of coverage are available.
4. Eligibility to enroll in the University-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. The Family Medical Leave Act (FMLA) is designed to support a work environment that offers solutions to the complex issues individuals face in balancing their work and family commitments. The FMLA provides protections for employees to ensure that when the leave is concluded, the individual will return to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment.
 - a. A Resident must have twelve (12) months of service with OSU to be eligible for FML benefits as per university policies and federal law. Residents with less than twelve (12) months of service are not eligible for FML under university policies and federal law, but may have medical or other leave arranged on an as needed basis.
 - b. Although health plan benefits provided to an employee will be maintained during a period of Family Medical Leave (FML), benefits are subject to changes that occur within the group plan while the individual is on leave.
 - c. FML may be taken for the following qualifying events as defined in University Human Resources Policy 6.05:
 - A serious personal health condition that prevents an employee from performing his or her job;
 - Care of a child during the first year following birth, adoption or foster care placement;
 - Care for a family member who has a serious health condition.
 - d. Any leave taken for the reasons noted in the preceding paragraph (including parental leave) will be designated as Family Medical Leave (FML) and will be

counted toward the twelve week (84 days) maximum for FML within any twelve month period. Both paid and unpaid leave count toward the FML maximum.

- e. All leaves are subject to departmental approval. A request for FML is subject to the approval of the appropriate administrator within the unit. Approval is based on compliance with the provisions of this policy.
 - f. FML should be taken as paid sick leave or paid parental leave (in the case of birth or adoption) as appropriate. If sick leave balances are insufficient, FML may be taken as leave without pay, vacation leave, or compensatory time.
 - g. No moonlighting during FML will be permitted unless approved by the Program Director.
7. Retirement benefits: OSU does not participate in the federal Social Security system, other than contributions to Medicare. While employed with the university, your 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). Although complete definitions and policies regarding these retirement plans can be found in the Benefits Overview Book or on the Office of Human Resources website <http://hr.osu.edu/benefits/retirehome.htm>, a summary of these programs is as follows:
- a. Contributions: A Resident currently contributes 10.0% of his or her pre-tax earnings to the applicable retirement plan. The university currently contributes 14% of the Resident's earnings to the applicable retirement plan; note that if the ARP is selected, 3.5% of the university's contribution is directed to STRS-OH, to finance unfunded liabilities (as required by legislation). These rates are subject to legislative and retirement system rule changes.
 - b. Termination of employment: Upon termination, Residents enrolled in STRS-OH with less than five years of service are eligible to receive reimbursement of their own contributions (which are vested immediately), plus interest on a sliding scale depending on years of service, in the form of a lump sum taxable refund or a non-taxable rollover into an IRA or other qualified plan(s). Residents may also leave the account balance on deposit with the intent to make future contributions. Residents with greater than five years of service are eligible to receive reimbursement of a portion of the University contributions in addition to their own contributions plus interest; receive a lump sum refund taxable refund or non-taxable rollover into an IRA or other qualified plan(s) or may leave the account on deposit in order to receive a future benefit. (Vesting for employer contributions and distribution options vary by plan type. Further information can be found at www.strsoh.org).

Residents enrolled in the ARP program who have completed 12 months within the University are eligible to recoup the total account balance at the time of termination

in the form of a lump sum taxable refund or a non-taxable rollover into an IRA or other qualified plan(s).

- c. Supplemental retirement accounts (SRA) are also available. Additional pre-tax funds through Deferred Compensation Program (DCP) or Tax-Deferred Accounts (TDA) are found in the University Handbook of Benefits or on the Office of Human Resources website <http://hr.osu.edu/benefits/home.htm>.
8. Parking and transportation information can be obtained online, <http://www.tp.osu.edu> or through your training program. Residents have an opportunity to purchase faculty "A" parking permits.
9. You may be eligible for workers compensation as a result from job-related injuries or occupational diseases. If your claim is allowed by the Bureau of Workers' Compensation, your medical bills and wage loss related to the injury will be covered by the Bureau of Workers' Compensation pursuant to applicable law.
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 University Faculty Staff Assistance Program (UFSAP) is a confidential counseling service for OSU employees and their families experiencing distress that can interfere with work performance (<http://osumhcs.com/>) The types of problems that are dealt with at UFSAP include: marital/family/relationship counseling, substance abuse, stress reduction, referral for legal and financial counseling, etc.
 - b. The Committee for Licensed Independent 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.
 - c. Critical Incident Stress Management (CISM) is a comprehensive, integrated, multi-step process designed to offer coping techniques to persons who work in high stress situations. The CISM approach proactively addresses the cumulative effect of stressors prior to the point when individual functioning and emotional wellness are affected. Most interventions occur in a group or individual sessions, which are specifically designed to aid participants in the development of improved methods of adapting to day-to-day or acute stress events. A peer debriefer generally facilitates discussion, processes information with individuals and groups and serves as a resource to link participants to resources that offer ongoing stress reduction management.

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 University Hospital, 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 the University, Residents are afforded the protection of the University 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 University 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:

Parental leave is available to all Residents 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. Parental leave is at 100% of regular pay up to six weeks for birth mothers and three weeks for fathers, domestic partners and adoptive parents.

b. Parental leave may be paid through accrued sick leave until exhausted, with the balance being paid medical leave. A medical certification form must be submitted to the program within seven (7) days of starting parental leave.

c. 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.

d. If an employee is eligible for FML, the maximum amount of sick leave that may be used in combination with paid parental leave by a birth mother is based on the employee's FML eligibility, not to exceed six additional weeks. (For example, a birth mother is eligible for six weeks of paid parental leave. If additional time is

needed, birth mothers are eligible for up to six additional weeks of leave if they qualify for FML).

- e. Adoptive parents, fathers and domestic partners may not use sick leave in combination with paid parental leave.
 - f. Additional leave for adoptive parents, fathers and domestic partners is available only if they are eligible under FML as specified in section V. 2. The additional leave noted in this section will be paid leave until sick leave and vacation leave balanced are exhausted. The remaining time will be unpaid leave.
 - g. No moonlighting during parental leave will be permitted.
3. Two white lab coats per year of training with the OSUMC logo will be provided to each Resident. While on in-house call at OSUMC, sleeping and bath facilities are provided, including linens and towels.
 4. Funding for meals is provided while on in-house or home call consistent with policies adopted by the Graduate Medical Education Committee and approved by the Chief Medical Officer.
 5. To enhance communication and promote resolution of issues, the Chief Medical Officer will designate an Ombudsperson within the GME Office to work with Residents. The Ombudsperson will provide information and services under the direction of the Chief Medical 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 a concern 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 OSUMC.

1. A minimum of two weeks (14 days) paid vacation time to be taken at a time approved by the Program Director. If a program provides only two (2) weeks of vacation per year, a program should allow five (5) additional days of leave in the final 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. 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 university policy.
4. Additional benefits may be provided at the discretion of the Clinical Department. Those additional benefits may include meal allowances, other leaves of absence, or educational support. 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 OSUMC 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 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 file of written or electronic performance evaluations will be readily accessible to the Resident.
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 each Limited Medical Staff agreement.

2. The decision to offer renewal and/or promotion to the next level of training at OSU Hospitals is the responsibility of the Program Director, who will consult with the Evaluation 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 handled 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 OSUMC, OSUMC will provide a comprehensive reference concerning the Resident. The Resident hereby authorizes OSUMC to release such information under these circumstances.

XII. MISCELLANEOUS PROVISIONS

1. **Affiliation Agreements.** Affiliation agreements executed between OSUMC 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 OSUMC 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.

IN WITNESS WHEREOF, the parties, have in good faith and intending to be legally bound, executed this 2010-2011 Limited Staff Agreement as of the day and year above written.

Resident/Fellow

Date

GME Training Program Director

Date

Associate Dean for Graduate Medical Education
The Ohio State University College of Medicine

Date

Chief Medical Officer
The Ohio State University Hospitals

Date

For Review by GME Committee

This agreement is not for distribution, but is intended as a replication of the current Limited Staff Agreement.