



PL-1 PEDIATRIC RESIDENT AGREEMENT

CHILDREN'S HOSPITAL MEDICAL CENTER OF AKRON ("Children's") offers and Resident, accepts appointment as a PL-1 Pediatric Resident under the following terms and conditions of this PL-1 Pediatric Resident Agreement (this "Agreement"):

1. Duration: Start Date: July 1, 2025
End Date: June 30, 2026
2. Stipend: \$67,245 The Stipend is paid biweekly (\$2,586 per pay period) according to Children's payroll schedule.
3. Licensure and Certifications:
 - a. Resident must have a valid Training Certificate or Ohio State Medical License prior to the Start Date.
 - b. Resident must abide by the National Residency Match Program ("NRMP") contract and must possess valid AHA certifications in NRP, PALS & BLS prior to the Start Date.
 - c. Resident must obtain a National Provider Identification Number upon receipt of Resident's Training Certificate or Ohio State Medical License.
4. Clinical Experience and Education & Night Shifts/Float:
 - a. Children's will provide a residency program in accordance with the standards established by the Accreditation Council for Graduate Medical Education ("ACGME").
 - b. Resident shall comply with the rules and regulations in the House Staff Policies and Procedures Manual.
 - c. The Division of Emergency Services will determine the shift schedule for Resident's rotation according to the applicable Department guidelines. The shift schedule will comply with ACGME Clinical Experience and Education requirements.
 - d. Call rooms are provided with private or semi-private bathrooms. Additionally, a resident lounge containing a kitchenette, recreation area, and computer access will be available to all residents.
 - e. Interns are not permitted to perform internal or external moonlighting per ACGME policy.
5. Meals: Residents in good professional standing will be provided with an allowance of \$70 per week to purchase meals in Children's cafeteria. Good professional standing will be judged by the Director of the Pediatric Residency Program based upon, but not limited to the following: compliance with administrative policies, completion of medical records, completion of required educational activities, and completion of required logging of Clinical Experience and Education and other data. This allowance is only to be used to purchase meals in Children's cafeteria while Resident is on duty. Frozen foods, sandwiches, and snacks will also be supplied

in the resident lounge for resident use when the cafeteria is closed. The allowance shall not be used during away electives, out-of-town conferences or during vacation.

6. Absence from Duty: All absences must be formally approved by the Director of the Pediatric Residency Program, after notification to the Chief Pediatric Resident. All absences must be in accordance with the Trainee Vacation and Leave of Absence Policy in the House Staff Policies and Procedures Manual and Children's Attendance Policy (#5050).
7. Vacation: Interns will receive three weeks (or 15 customary working days) of paid time off (vacation). The scheduling of vacation shall be subject to the prior approval of the Chief Pediatric Resident and the Director of the Pediatric Residency Program. The submission deadline for off-call and vacation requests are due by the date provided by the Chief Pediatric Resident at the beginning of the year. Any unused vacation will automatically be used to cover a period of "unpaid" leave of absence, unless Workers' Compensation, Short Term or LongTerm Disability benefits are paid, without regard to any "scheduled" vacation time.
8. Professional Liability Insurance: Children's shall provide Resident with professional liability insurance covering acts and omissions of Resident in the course of the performance of services for Children's hereunder. Such coverage shall be in amounts of not less than that required of Children's Medical Staff members. Children's current professional liability insurance coverage is written on an occurrence basis and carries policy limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. If requested by Children's, Resident will cooperate with and participate in the defense of any claim or threatened claim, whether such cooperation or participation is requested during the term of this Agreement or after termination of this Agreement and without regard to whether Resident is named as a defendant in such claim.
9. Employee Benefits: Resident, Resident's legal spouse and eligible dependents shall be entitled to all benefits usually provided to similarly situated Children's employees, subject to the terms and conditions of Children's policies, benefit plans and programs and its exclusive right to amend, modify or terminate (in whole or in part) such policies, benefit plans and programs.
10. Retirement Benefits: Children's offers a 403(b) defined contribution retirement program in which Resident may choose to participate.
11. Continuation in the Program:
 - a. Resident's appointment may be renewed annually by the Director of the Pediatric Residency Program based on each program's criteria for promotion, including but not limited to, established standards of clinical competence, knowledge, skills, professional character, interpersonal skills, evaluations, and/or any other factors deemed necessary to advance Resident to the next level of training. Resident's reappointment will be reviewed in accordance with the Trainee Recruitment, Eligibility, Selection and Promotion Criteria Policy and the Pediatric Residency Evaluation, Remediation, Probation and Promotion Procedure in the House Staff Policies and Procedures Manual.

- b. In instances where an agreement will not be renewed, or when Resident will not be promoted to the next level of training, the Director of the Pediatric Residency Program will provide written notice no later than four (4) months prior to the End Date. If the reason(s) for the non-renewal or non-promotion occurs within the four (4) months prior to the End Date, the Director of the Pediatric Residency Program will provide as much written notice as reasonably possible.
 - c. Should there be a disagreement, the resident will be allowed to implement the grievance and due process procedure pursuant to Section 17 hereof.
12. Educational Allowance: Resident will be provided with an educational allowance of \$500 in accordance with the House Staff Policies and Procedures Manual. Full reimbursement for USMLE/COMLEX Step III examinations will be provided for any resident who has taken and passed the examination by the end of the PL-I year of residency. The money for the examination if taken and passed by mid-point of the second year will come out of a separate account and not the educational allowance.
13. Resident Duties: Resident shall perform such reasonable duties which Children's may from time to time assign to Resident, including but not limited to the following:
- a. Resident agrees to perform his/her duties under this Agreement in accordance with Children's written policies and to the best of his/her abilities in a manner consistent with prevailing standards of care in the community and all relevant rules and principles of conduct and ethics. This includes the satisfactory completion of medical chart obligations on his/her assigned patients as required by Children's policy. Resident always shall use his/her best efforts to promote Children's interests and shall not engage in any activities that conflict with Children's interests.
 - b. Resident shall timely and accurately document services furnished hereunder and complete such other documents and forms as may be require by applicable law, accreditation agencies, Children's policies, and the standard of care.
 - c. Resident shall comply with all applicable accreditation and regulatory requirements and abide by all policies and procedures of Children's.
 - d. Resident shall not accept fees in any form from patients or others or engage in outside employment during the term of this Agreement.
 - e. Resident, as a PL-I Resident, is not permitted to moonlight per the ACGME duty hour policy and Children's Duty Hour and Moonlighting Policy in the House Staff Policies and Procedures Manual.
 - f. Resident shall not be under obligation to any other hospital or institutional health care provider to serve as a house officer or in any other capacity during the term of this Agreement.
 - g. Resident is required to log in their Clinical Experience and Education as well as RECS hours by the resident due dates set by Medical Education at the start of the academic year in accordance with the House Staff Policies and Procedures Manual.
14. Relationship to Medical Staff Bylaws. Children's Medical Staff Bylaws are not a part of and are not to be used in applying or interpreting this Agreement. Resident waives any due process or other rights under the Medical Staff Bylaws in connection with the exercise by Children's of any of its rights under this Agreement.

15. Eligibility for Specialty Board Examination. Per American Board of Pediatrics policy/s
16. Grievances: If during the term of this Agreement a grievance arises (a grievance is any dispute or controversy about the interpretation or application of this Agreement, any rule or regulation, or any policy or practice), the grievance procedure as outlined in the "House Officer Due Process" policy will be followed.
17. Disciplinary. Action: Should the Resident be suspended or dismissed from the Pediatric Residency Program for reasons of medical and/or educational performance, the Resident shall have the right to appeal said action in accordance with the House Officer Appeal Process.
18. Substance Abuse: Resident must comply with the Trainee Wellness and Impairment policy in the House Staff Policy and Procedures Manual. If Resident is deemed impaired due to alcohol, drugs, nicotine, or other reason, this may result in dismissal from the residency program. By signing this Agreement, Resident represents and warrants that he/she is not now impaired, nor does he/she abuse alcohol or other drugs.
19. Medical Examination: It is Children's policy that all new hire employees undergo a medical examination, testing for drugs, alcohol and nicotine, laboratory procedures and/or immunizations as deemed appropriate. By signing this Agreement, Resident agrees to undergo same and understands that employment is contingent upon a negative drug screen including nicotine.
20. Residency Closure or Reduction: Children's does not have any current plans, nor any foreseeable plans in the future, to reduce the size of or close any residency program. However, in the event that Children's must reduce the size or close any ACGME-accredited program(s), Children's will inform Resident as soon as possible in accordance with the House Staff Policies and Procedures Manual. Every effort will be made to allow all residents currently enrolled in the program to complete their training or assist them in enrolling in (an) other ACGME — accredited program(s) in which they can continue their education.
21. Non-Discrimination: Acceptance and signing of this Agreement is evidence of each party's intent to comply with Title VI-VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act which prohibits discrimination because of race, color, national origin, disability, age, sex, religion, and political affiliation in any facet of a party's operation except where such discrimination is bona fide, documented business necessity.
22. Criminal Background Check: Since Children's employees are responsible for children in out-of-home care as defined by Section 2151.86(A)(I) of the Ohio Revised Code, Children's must submit to the Bureau of Criminal Identification and/or the Federal Bureau of Investigation, Resident's fingerprints and general information in order that a background check be conducted to ascertain whether Resident has been convicted of certain crimes which might disqualify Resident from eligibility for hire. Any applicant who fails to provide the information necessary to complete the required forms or fails to provide impressions of his/her fingerprints will not be employed for any position. Resident's employment by Children's is contingent upon the records check not revealing any disqualifying criminal offense(s). If the

records check reveals the conviction of any disqualifying offenses, this Agreement will automatically terminate.

23. Term and Termination:

- a. This Agreement is effective as of the Start Date and shall continue until the End Date, unless earlier terminated as provided herein.
- b. Children's may terminate this Agreement under any one or more of the following circumstances, which termination shall be effective upon delivery of written notice to Resident:
 - i. If based on a mental or physical condition, Resident is unable to perform effectively and safely his/her essential job duties (as determined by Children's in its sole discretion) for a total of twenty-six (26) weeks (which need not be consecutive) in any twelve (12) month period, then upon written notice to the Resident, Children's may terminate this Agreement immediately;
 - ii. Upon written notice to Resident after any of the following occurs:
 - A. Resident's failure to comply with the terms of this Agreement, including without limitation, failure or refusal to diligently perform duties under this Agreement;
 - B. Resident's (1) violating Children's Code of Conduct; (2) acting (in Children's sole discretion) in an unprofessional, unethical, dishonest, illegal, or fraudulent manner; or (3) posing a criminal, civil or administrative threat to Children's, as determined by Children's;
 - C. Suspension, exclusion, debarment, or ineligibility of Resident for or from participation in the Medicare or Medicaid program or any other federally funded health care program or the suspension of Medicare or Medicaid payment or any other federally funded health care program payment;
 - D. Restriction, revocation, or suspension of Resident's Training Certificate or Ohio State Medical License;
 - E. Resident's failure to maintain any of the qualifications required in this Agreement;
 - F. Resident's conviction of or guilty plea to a felony or a misdemeanor relating to the provision of or payment for health care services or any other crime that disqualifies him/her from being employed by Children's, any drug related misdemeanor or any crime involving moral turpitude;
 - G. Resident's violation of applicable State or Federal law, including administrative regulations including but not limited to ineligibility to work in the United States under applicable immigration law. Children's shall determine, in its sole discretion, whether such a violation has occurred;
 - H. As reasonably determined by Children's, in good faith, Resident abuses the use of alcohol or a controlled substance that is found to impair Resident's ability to perform services or uses alcohol or a controlled substance while performing services;
 - I. Resident's violation of or non-compliance with any Children's (i) policy or compliance program, including Human Resources policies, or (ii) third

- party agreement. Children's shall determine, in its sole discretion, whether such violation or non-compliance has occurred;
- J. Children's inability to obtain or maintain professional liability insurance on Resident's behalf;
 - K. Resident endangers the health, safety, or wellbeing of patients by not performing services according to reasonably acceptable medical standards;
 - L. Resident's failure to maintain the confidentiality of Children's business information; or
 - M. Resident engages in conduct bringing or threatening discreditation to Children's as reasonably defined by Children's.
24. Compliance: Resident acknowledges that Children's promotes full compliance with applicable law and has established a culture that fosters the prevention, detection and resolution of instances of misconduct. As a material condition of residency, Resident agrees to adhere in all respects to the requirements of applicable State and Federal laws and regulations and Children's employment policies and compliance program during the term of this Agreement. This includes, but is not limited to, participation in compliance training, promptly reporting known or suspected instances of misconduct or non-compliance, and cooperating and assisting in all respects, as requested, in internal and external compliance reviews, investigations, inquiries and/or audits. Resident further acknowledges and agrees that his/her material noncompliance with or violation of applicable State or Federal laws and regulations or any Children's policy or compliance program constitutes cause for termination of this Agreement in accordance with Section 24(b)(ii).
25. Confidential Information: Resident acknowledges that in the course of his/her employment with Children's he/she will have extensive access to and will become familiar with various confidential information of Children's and its patients, including, without limitation, patient medical records, financial information, policies and procedures, and clinical protocols and guidelines (collectively, the "Confidential Information"). Resident shall not at any time use for his/her own benefit or for the benefit of any third party, or disclose to any third party, any of the Confidential Information without the prior written consent of Children's Chief Executive Officer or, where applicable, the patient (or his/her authorized representative). All Confidential Information and all copies of such Confidential Information which are in the possession or control of Resident will be and remain the property of Children's. Upon termination of this Agreement, Resident must promptly return to Children's or destroy, as requested and directed in writing by Children's, any tangible documents and materials containing Confidential Information in Resident's possession or control, and, upon Children's written request, will destroy any electronic documents in the possession or control of Resident containing Confidential Information and any memoranda, notes, reports and the like generated by Resident with respect to Confidential Information. The foregoing requirement to return or destroy confidential information shall apply to confidential information of a third party which Resident has access to pursuant to a third-party agreement entered into by Children's. This provision shall survive the termination of this Agreement.
26. Miscellaneous

- a. Entire Agreement. This Agreement contains Resident's and Children's' entire understanding on the subject matter hereof and supersedes all prior or contemporaneous oral or written representations or understandings between Resident and Children's on that subject matter.
- b. Section Headings. Section and paragraph headings are for convenience only and shall not limit or construe this Agreement.
- c. Amendments/Waiver. Any amendment or modification to this Agreement must be in writing, executed by Resident and Children's. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that or any other provision of this Agreement.
- d. Third-party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.
- e. Execution/Copies. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.
- f. Assignment. This Agreement is personal between the parties and neither party may assign or delegate this Agreement or any rights or duties hereunder without the prior written consent of the other party.
- g. Notices. Notices permitted or required hereunder shall be deemed given when personally delivered or three (3) days after deposit in the U.S. mail, postage prepaid, addressed to the Resident: at the address on file with Children's Human Resources Department.
- h. Consultation. Resident acknowledges and agrees that in deciding to execute this Agreement: a) he/she has the right and opportunity to, and has been advised to, consult with an attorney before signing; b) he/she has relied entirely on his/her own judgment and that of any legal counsel and/or other advisors employed by him/her; c) his/her execution of this Agreement is a knowing and voluntary act on his/her part; and d) he/she understands all of the terms and conditions of this Agreement.
- i. No Construction Against Drafter. Each party acknowledges that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the parties. Having acknowledged the foregoing, each party agrees that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, such inconsistency or ambiguity shall be construed against the drafter of the agreement shall have no application to interpretation of any terms or conditions of this Agreement.
- j. No Requirement to Refer. The parties to this Agreement intend to comply with and have therefore structured this Agreement so as to comply with all applicable State and Federal laws and regulations. The parties acknowledge that there is no requirement or payment under this Agreement between the parties that either party refer, recommend or arrange for any items or services paid for by Medicare, Medicaid or any other federally funded health care program. All payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided, and the compensation for the Provider's services under this Agreement do not exceed that which is reasonable for the legitimate business purposes of the parties.
- k. Reformation. The parties agree that if any covenant and/or restriction in this Agreement is held by any court or arbitrator to be unenforceable and unreasonable, a lesser

covenant and/or restriction will be enforced in its place and the remaining covenants and/or restrictions will be enforced independently of each other.

1. JURY WAIVER. THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER PARTY WITH RESPECT TO ANY MATTER WHATSOEVER RELATING TO, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

By signing below, Resident acknowledges and accepts this Pediatric Resident Agreement.

Resident, Resident

Date

Maria Ramundo, M.D.
Director Pediatric Residency Program

Date

Sara Lee, M.D.
Director Medical Education

Date

Michael Forbes, M.D.
Chief Academic Officer

Date

Revised 3/20/2025

Trainee Recruitment, Eligibility, Selection, and Promotion Criteria Policy

Akron Children's Hospital's Graduate Medical Education adheres to ACGME guidelines regarding eligibility and selection of candidates and promotion of trainees and requires each ACGME-accredited program to maintain a policy that determines the criteria for promotion and renewal for trainees. Akron Children's Hospital does not discriminate based on race, color, religion, national origin, gender, sexual preference, marital status, disability, political affiliation, veteran's status, or age.

Recruitment, Eligibility and Selection (IV.B)

Programs recruit and accept applications through all appropriate specialty-specific or programspecific means, such as via ERAS (Electronic Residency Application Service) and related systems.

Applicants selected for interviews by each Program Director must meet these eligibility criteria:

1. The candidate fulfills current ACGME eligibility criteria [for ACGME-accredited programs] or other accrediting-body criteria if the program is accredited. If not accredited, the candidate will fulfill reasonable criteria for similar programs.
2. The application materials and interview process indicate that the candidate demonstrates the appropriate preparedness, ability, aptitude, academic credentials, communication skills, motivation, and integrity.
3. Candidates at the PL-2 level or higher have passed the I.JSMLE/COMLEX Step III examination.

Benefits and Conditions of Appointment (IV.B.3)

Candidates who are invited for an interview are informed, in writing or by electronic means, of the terms, conditions and benefits of appointment to the program, if the candidate were to be appointed. Candidates in ACGME accredited programs are provided with a sample contract. The information, in a Trainee Benefits Summary, includes financial support; vacations; medical, parental and caregiver leaves of absence; and professional liability, hospitalization, health, disability and other insurance accessible to trainees and their eligible dependents.

Agreement of Appointment (IV.C)

Upon appointment, Akron Children's Hospital provides all trainees with a written agreement outlining the terms and conditions of their appointment and including all the information required by the ACGME. The Graduate Medical Education Committee monitors the implementation of these terms and conditions and reviews them annually.

Promotion (W.D.)

All residency and fellowship contracts shall be for a period not to exceed one year and may be renewed annually by the Program Director based on each program's criteria for promotion. Offers of renewal of contracts are generated during the second half of each academic year, but the timing may vary if a trainee is out-of-sync with the cycle. Due to the fact that these offers are generated in advance of the conclusion of the academic year, each offer of renewal of contract is issued contingent upon the trainee's satisfactory completion of the current academic year. In the

event a trainee is dismissed at any time during the academic year or if for any reason a trainee fails to satisfactorily complete the academic year, any previously issued offer of renewal of contract shall be considered null and void.

In the event a decision is made not to offer a renewal of contract to a trainee or not to promote to the next graduate level, the trainee will be advised of such decision in writing by the Program Director at least 4 months prior to the end of the contract. If the primary reason(s) for the nonrenewal or non-promotion occur(s) within the 4 months prior to the end of the contract, the Program Director must provide the trainee with as much written notice as the circumstances will reasonably allow, prior to the end of the current contract. Non-promotion includes any extension of training in the final year of the program.

The trainee may appeal a non-renewal of contract or non-promotion as outlined in the Trainee Due Process Policy

Clinical and Educational Work Hours and Moonlighting Policy

Akron Children's Hospital provides trainees with a sound academic and clinical education that is carefully planned and balanced regarding patient safety and resident well-being. Limits are placed on duty hours to foster high-quality education and to promote institutional oversight. Faculty and trainees collectively have responsibility for the safety and welfare of patients. Each program must ensure that the learning objectives of the program are not compromised by excessive reliance on trainees to fulfill service obligations. Duty hour standards for all programs will remain in compliance with ACGME requirements and will be evaluated at least annually to assure continued compliance.

1. Duty hours definition: Duty hours, or Clinical Experience and Education, are defined as all clinical and academic activities related to the training program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, on-call time at home when on the phone with patients or regarding patients and when documenting such calls in the electronic medical record, and scheduled academic activities such as conferences. Duty hours do not include time away from the clinical campus that is spent in reading/studying, analyzing research data, or preparing for conferences.
2. Maximum hours of work per week and maximum duty period length: Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all inhouse call activities, all at-home call activities that count toward the 80-hour limit, and all moonlighting.
 - a. Scheduled duty periods must not exceed 24 hours in duration. Up to 4 hours of additional time may be used for activities related to patient safety, such as providing effective transitions of care, or for trainee education.
 - b. Programs must encourage trainees to use alertness management strategies in the context of patient care responsibilities.

- c. It is essential for patient safety and resident education that effective transitions in care occur. After handing off all clinical responsibilities, trainees may elect to remain on-site or to return to the clinical site, in rare circumstances, in order to provide care to a severely ill or unstable patient, to provide humanistic attention to the needs of a patient or family, or to attend a unique educational event.
 - d. If a trainee is at risk of violating duty hours, the trainee is responsible for informing their immediate supervisor promptly (senior resident or supervising attending) so a violation can be prevented. If the trainee is not relieved of their duties by their supervisor, the trainee must contact the chief resident on call immediately or speak with their Program Director. For residents, the chief resident on call will discuss the duty hour issue with the resident's supervisor and devise a plan that will prevent a duty hour violation from occurring. If the resident fails to inform the chief resident that the duty hour violation was about to occur, this will be considered a violation of professionalism and will be addressed by the Program Director.
 - e. Akron Children's Hospital employees make a conscious effort to produce schedules that are not in violation of ACGME duty hour requirements, however, a 24-hour reporting structure is available electronically if you should feel the need to report a suspected violation. The link for feedback is:
https://www.akronchildrens.org/cgi-bin/queue/collect.pl?form_id=9
3. Mandatory time free of duty: Trainees must have at least one full (24-hour) day out of seven free of all educational and clinical patient care duties, averaged over four weeks, inclusive of call. One day is defined as one continuous 24-hour period free from all clinical, education, and administrative responsibilities.
- a. Trainees should have a minimum rest period of 8 hours free of duty between scheduled in-house duty periods and must have at least 14 hours free of duty after 24 hours of in-house duty.
4. Moonlighting: Moonlighting must not be required of trainees. Moonlighting must not interfere with the ability of the trainee to achieve the goals and objectives of the educational program nor interfere with the trainee's fitness for work nor compromise patient safety. Each program will monitor the effect of moonlighting activities on a trainee's performance; if moonlighting is having an adverse effect, permission to moonlight may be revoked by the Program Director.
- a. PL-I residents are not permitted to moonlight.
 - b. Trainees holding J-1 visas are not permitted to moonlight.
 - c. Trainees must be in good academic/professional standing and have written approval by the Program Director for moonlighting privileges.
 - d. Pediatric residents (PL-2 and PL-3) are only permitted to do internal moonlighting.
 - e. Pediatric residents are only permitted to moonlight after completion of that rotation. f. Moonlighting may only be performed when the resident is on a non-inpatient rotation.

- g. All time spent by trainees in Internat and External Moonlighting (as defined in the ACGME Glossary of Terms) must be counted towards the 80-hour maximum weekly hour limit.
- 5. Maximum In-house On-call Frequency: in-house call will be scheduled no more frequently than every third night (when averaged over a four-week period).
- 6. At-Home Call: Time spent on patient care activities by trainees on at-home call must count toward the 80-hour maximum weekly limit (see Definition of Duty Hours above). The frequency of at-home call is not subject to the every-third-night limitation but must satisfy the requirement for one-day-in-seven free of duty, when averaged over four weeks.
 - a. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each trainee.
 - b. Trainees are permitted to return to the hospital while on at-home call to provide care for new or established patients or may participate in patient care via phone calls or documentation of such phone calls when at home. Each episode of this type of care, while it must be included in the 80-hour weekly maximum, will not initiate a new 'toff-duty period'.

Trainee Grievance Policy

Explanation: It is the intent of Akron Children's Hospital's Graduate Medical Education team, and its physician training programs (residency and fellowships) to provide an outstanding education in the best possible educational environment for each trainee. Part of our commitment to this goal is to address and resolve trainee concerns in a fair and unbiased manner.

A grievance is any dispute or controversy about the interpretation or application of the trainee's contract or any policy or practice of the GME program, Akron Children's Hospital, any employee or representative thereof, or any other individual associated with the GME program.

All trainees are encouraged to share grievances with your Program Director. If you wish to share something without being identified, you have several options including: notifying your resident or fellow representative, who will take your concern forward; attending the Resident and Fellow Forum, at which no program administrators or directors are present; contacting the ombudsman (hospital chaplain Matthew Tweddle); or contacting the hospital Compliance Officer (see hospital website for confidential contact info). If a grievance is unable to be satisfactorily resolved using these channels, the grievance should be escalated to the level of a formal grievance using the following process.

Formal Grievance Process:

1. The trainee will submit the grievance to the Program Director in writing. The Program Director will notify the Director of Medical Education and the Designated Institutional Official that a formal grievance has been received. In the event that the trainee has a grievance with the Program Director, the trainee may submit the grievance to the

Director of Medical Education or the Designated Institutional Official and the Director of Medical Education or the Designated Official will take the actions described.

2. If no satisfaction results after discussion with the Program Director, the trainee may present his/her grievance in written form to the Department Chair who will resolve the issue, if possible.

If no satisfaction results after discussion with the Department Chair, the trainee may present his/her grievance in written form to the Director of Medical Education who will meet with the trainee and make a final decision.

Trainee Due Process Policy

It is the intention of Akron Children's Hospital that each Program shall afford its physician trainees the right to due process throughout the course of their training. Ensuring that each trainee is afforded due process shall be the responsibility of the Graduate Medical Education Committee and delegated to each Department Chair. Of primary concern is that within each Program, each trainee shall be treated equally as to method of evaluation and circumstance of disciplinary action.

The Due Process procedure may be used for trainee disputation of suspension, non-renewal, non-promotion, or dismissal.

When a Program has determined through the evaluative mechanism that suspension, nonrenewal, non-promotion, or dismissal of a trainee is warranted, the trainee shall be notified in writing by the Program Director as to the action taken and the reasons, thereof. The notice may be delivered in person, in writing, (with both the trainee and the Program Director signing the form) or may be sent to the trainee via certified mail, return receipt requested.

When a trainee wishes to contest a suspension, non-renewal, non-promotion or dismissal, the following appeal process must be followed:

1. Within 10 business days of receiving notice of suspension, non-renewal, non-promotion or dismissal, the trainee must provide a written request for a Due Process Hearing to the Chair of the Graduate Medical Education Committee (GMEC).
 - a. The request may be sent by the trainee via certified mail, return receipt requested, or by email (provided that the email is acknowledged as received by the Chair of the GMEC).
 - b. The failure to request such a hearing within the specified time shall be deemed a waiver of the trainee's right to such a hearing and to any appellate review to which the trainee might otherwise have been entitled.
 - c. The written request, with supporting documentation, must contain the basis for the appeal which the trainee wishes the Due Process Hearing Panel to consider.
 - d. Throughout the course of the appeal process, the action taken against the trainee shall remain in effect. In the case of dismissal, termination shall occur consistent with either waiver or completion of the appeal process. If a dismissal is appealed, the trainee shall be suspended from duty throughout the course of the appeal

process. The trainee may resume clinical practice only if recommended in writing by the Hearing Panel.

2. Within 10 business days of receipt of the written request, the Chair of the GMEC, or designee, will notify the trainee (via email, with verification of receipt by the trainee, or via certified mail, return receipt requested) of the date of the Due Process Hearing. The Due Process Hearing will be scheduled to occur no more than 20 business days from the date of receipt of the written request for the hearing.
 - a. The Due Process Hearing Panel will consist of the Chair of the GMEC (also Chair of the Panel) or designee, a Department Chair of another department not involved in the dispute, and the Chief Medical Officer or designee. In the event that one or another of the panel members should be precluded from serving because of departmental affiliation or inability to attend for just cause, substitutions may be made via majority vote of the Graduate Medical Education Committee.
 - b. Prior to the hearing, the Hearing Panel will review the written request for the hearing provided by the trainee and may ask for, and review, written documentation from the trainee's Program Director regarding the dispute.
 - c. All members of the Hearing Panel must be present when the hearing takes place, and no members may vote by proxy.
 - d. At the hearing, the trainee will present in oral and/or written form his or her basis for the appeal and any supporting information. The trainee may be accompanied by a teaching faculty member of Akron Children's Hospital Medical Staff of his/her choice. Failure to appear at the hearing without good cause shall be deemed a waiver of the right to appeal.
 - e. The Program Director will then present in oral and/or written form the particulars of the basis for the action taken and his or her rebuttal of the trainee's appeal.
 - f. The Panel may ask clarifying questions of the trainee and the Program Director.
 - g. The trainee will have an opportunity for a final rebuttal after the Program Director's presentation.
 - h. All proceedings of the hearing shall be recorded, the means of recording to be at the discretion of the panel Chair. All documents introduced as part of the hearing shall be appended to the record of the hearing. Neither side may be represented by legal counsel at the hearing.
3. After the conclusion of the hearing, the Hearing Panel will review, discuss and rule on the merits of the trainee's appeal. The Hearing Panel will notify the parties in writing of its decision within five business days of the hearing date. The decision of the Panel shall be final.
4. The Medical Staff bylaws are not applicable and no appeal through the Medical Staff is possible.

Trainee Vacation and Leave of Absence Policy

Explanation: In order for a graduate of an accredited program to be eligible for certifying examination(s), such as those administered by the American Board of Pediatrics, for example,

the trainee must have satisfactorily completed the requirements of the program, including the number of weeks/months at each training level and the number and type of training experiences. It is important that trainees recognize that a leave of absence may extend the length of their training, given the program requirements for successful completion of training. The leave of absence may also affect the trainee's eligibility to participate in examinations given by the relevant certifying Board(s). We recommend that you discuss all leaves of absence with your Program Director to determine the effect on your length of training and your eligibility to take your Board exam. In addition, we strongly recommend that you talk with Human Resources personnel regarding your leave of absence with regard to payment, FMLA (Family Medical Leave Act), Short Term Disability, and any other applicable issues.

Policy: Physician trainees at the PL-I through PL-6 level receive 3 weeks (or 15 customary working days) of paid vacation per academic year of training. Trainees may be eligible for Family Medical Leave Act, maternity or paternity leave, military leave, or other leaves of absence in accordance with applicable hospital policies and federal law. [See the specific hospital policies for details.] The Graduate Medical Education Program of Akron Children's Hospital will inform trainees at least annually, via the House Staff Policies and Procedures Manual, that a leave of absence may affect their length of training based on the requirements for successful completion of accredited programs and that a leave of absence may affect their eligibility to participate in examinations given by the relevant certifying Board(s).

The American Board of Pediatrics allows trainees up to six weeks for 2-year programs and eight weeks for 3-year programs without extending graduation date. The absence must be due to parental, medical or caregiver leave; the trainee deemed competent by PD and CCC; all requirements met except for elective or research time and fellows must meet their scholarly activity requirement.

ACGME Resident/Fellow Paid Leave

PURPOSE:

It is the policy of Akron Children's Hospital to comply with all applicable laws and to operate in accordance with Accreditation Council for Graduate Medical Education (ACGME) guidelines.

Residents and Fellows in an accredited ACGME residency or fellowship may qualify for paid time for purposes of parental, caregiver, and medical leave.

POLICY:

This policy applies Q.QLu to Residents and Fellows in an accredited ACGME residency or fellowship. Eligibility under this leave policy will begin on the first day of employment.

ACGME Residents and Fellows are eligible for a maximum of six (6) weeks of paid leave, based on budgeted hours, once during training for purposes of parental, caregiver, and medical leave. The ACGME requirement of one (1) reserved week of paid time off, outside the six (6) weeks of leave provided by this program, is met by the standard vacation program.

ACGME Resident/Fellow Paid Leave applies to the following situations:

- Parental Leave — Time to bond with and to care for an employee's child within the first twelve (12) months after the date of birth or placement of a child with the employee for adoption.
- Caregiver Leave Time to care for a family member with a serious health condition. Family members include spouse, child, or parent.
- Medical Leave — Time off work due to a disabling illness or injury.

To qualify, situations must meet the requirements of the Family and Medical Leave Act (FMLA), with the exception of the minimum hours worked requirement. Adequate documentation must be provided to the designated leave administrator to support an approved ACGME Resident/Fellow Paid Leave. Leaves approved under this ACGME Resident/Fellow Paid Leave will be paid at 100% of your base salary and may not be taken in less than one (1) week increments.

PROCEDURE:

The steps below must be followed for a Resident or Fellow to be granted an approved leave of absence under this program.

1. Notify their supervisor. If the need for leave is anticipated, as much advance notice as possible should be given.
2. Employees must contact Lincoln Financial, our contracted leave administrator, to request ACGME Resident/Fellow Paid Leave by calling 800-216-5023 or log on to mylincolnportal.com. The leave administrator will request information to process the leave request and provide applicable certification form(s) for completion. As directed by the leave administrator, employees requesting leave under this program will be required to provide a completed certification form from a health care provider to support the leave request. For new parent bonding leaves, the employee must provide proof of birth such as birth certificate or hospital certificate of birth.
3. Completed certification forms will be reviewed by the administrator. The administrator will provide written notice of approval or denial of the request. The denial notice will include instructions and timeline allowed for an appeal.

ACGME Resident/Fellow Paid Leave while on FMLA. Although FMLA leaves are unpaid, such leave will run concurrently with any period of paid benefits, including ACGME Resident/Fellow Paid Leave.

ACGME Resident/Fellow Paid Leave with Short Term Disability. When an ACGME Resident or Fellow's personal medical situation qualifies under Short Term Disability, the time off under Short Term Disability, including recovery for childbirth, will be counted concurrently against the maximum of six (6) weeks of leave available under this program. For example, if an employee has an approved Short Term Disability claim, leave time available under the ACGME Resident/Fellow Paid Leave will be reduced at the same time.

Employee Benefits During ACGME Resident/Fellow Paid Leave During the approved leave under this program, the employee's participation in employee benefit plans shall continue, subject to the terms of the benefit documents. Contributions toward employee benefit programs will continue to be deducted.

Sample Contract