



## PL-1 PEDIATRIC RESIDENT AGREEMENT

CHILDREN'S HOSPITAL MEDICAL CENTER OF AKRON ("Children's") offers and Resident ("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, 2024  
End Date: June 30, 2025
2. Stipend: \$65,286 The Stipend is paid biweekly (\$2,511 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 Long-Term 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-1 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-1 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)(1) 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 as follows or to such other address as specified in writing:

Chief Human Resource Officer  
Children's Hospital Medical Center of Akron  
One Perkins Square  
Akron, OH 44308-1062

Resident.  
Address  
City, State, Zip

- 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.
- l. 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 PL-1 Pediatric Resident Agreement.

\_\_\_\_\_  
Resident  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maria Ramundo, M.D.  
Director Pediatric Residency Program

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Pope, M.D.  
Director Medical Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Forbes, M.D.  
Chief Academic Officer

\_\_\_\_\_  
Date

SAMPLE ONLY

*Revised 1/09/2024*