THE METROHEALTH SYSTEM
ANNUAL INTERN/RESIDENT PHYSICIAN AGREEMENT

This Annual Intern/Resident Physician Agreement (“Agreement”), entered into on ____________, 20__, by The MetroHealth System, a county hospital organized and operated under Chapter 339 of the Ohio Revised Code located at 2500 MetroHealth Drive, Cleveland, Ohio 44109 (“MetroHealth”) and the undersigned individual whose name and particulars are listed in the attached Exhibit A (“Resident”).

WHEREAS, MetroHealth has established an accredited clinical training program in graduate medical education (“Program”); and

WHEREAS, Resident is a graduate medical Resident who has been accepted for enrollment in the Program; and

WHEREAS, institutions offering programs in graduate medical education must assume responsibility for the educational validity of all such programs; and

WHEREAS, satisfactory completion of this one year of graduate medical education is necessary for advancement to the next level of the Program or for receipt of certificate of Program completion; and,

WHEREAS, the parties mutually agree that quality health care along with supervised graduate medical education is a priority of the parties, that there is a need for flexibility within the working relationship of the parties, and that an understanding of the rights and responsibilities of both parties is important at the outset of and throughout their relationship.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements set forth herein, the parties hereby agree as follows:

I. Appointment Information

A. The Resident’s appointment shall be as detailed in Attachment A.

B. Resident will be considered an employee of MetroHealth subject to, and limited by, the provisions of section III.D.1 of this Agreement.

II. Requirements for Resident Prior to Commencement of Agreement

This Agreement will be declared null and void by MetroHealth and shall not become effective if the Resident has not met all requirements as set forth below prior to the commencement date.

A. Residency Supplement: Resident agrees to complete and submit the Form of Resident Supplement shown in Attachment B. The Resident Supplement, and any updates to it, shall automatically become a part of this Agreement.
Misrepresentation or other falsification of any information on the Resident Supplement may result in the termination of this Agreement and other adverse employment action.

B. State of Ohio Licensure: The Resident agrees to acquire and maintain the appropriate State of Ohio License as defined by the laws of the State of Ohio. Resident will not be permitted to begin or continue in a Program under any circumstances without the licensure requirements of this section. The Resident is responsible for notifying the Program Director immediately, in writing, if any such license is revoked or otherwise restricted or suspended.

C. Visa Status (if applicable): International Residents on employment visas are responsible for meeting all requirements for lawful entry and continued stay in the United States as required under the Immigration and Nationality Act and under the rules prescribed there under by the United States Department of Citizenship and Immigration Services (“USCIS”).

Failure to meet these requirements may result in termination of this Agreement, a notice being sent to the USCIS and/or Educational Commission for Foreign Medical Graduates (“ECFMG”) and possible deportation. MetroHealth is unable to make any salary/benefit payments to a Resident until all requirements of the Employment Eligibility Verification Form (I-9) are met. Timely procurement of an employment visa is expected by the start date of this residency training appointment. If an employment visa is not secured by the start date, MetroHealth may, at its sole discretion, revise the start date and/or terminate the appointment.

Resident will not be permitted to begin or continue in a Program without a valid visa/work authorization. The Resident is responsible for notifying the Program Director immediately in writing if his/her visa is revoked or otherwise restricted.

D. Pre-Employment Physical/Drug Screening/Criminal Background Check: Residents must complete pre-employment screening and drug testing through MetroHealth’s Employee Health Clinic (See Attachment C, Health Requirements). Failure to pass drug screening pursuant to the provisions of MetroHealth policy will result in non-hiring or termination of employment. Results of a positive drug screen will be subject to applicable legal reporting requirements. Residents are also subject to the Human Resources policy on criminal background checks.

III. Compensation and Benefits

A. Compensation: MetroHealth will pay Resident an annual stipend as stated in Section I of this Agreement, and in a manner consistent with MetroHealth policies.
B. Basic Benefits: MetroHealth will provide benefits to the Resident similar to those applicable to full time non-bargaining unit employees under MetroHealth policy. Some or all of such benefits may require, and be subject to, Resident’s premiums and other contribution through payroll deduction. Details regarding eligibility and coverage for these and other benefit items are contained in MetroHealth Employee Handbook.

These benefits currently include:

1. Health, dental and vision insurance (at then current employee contribution rates, which are available on the first day of employment.
2. Lab Coats and Laundry Service
3. Life Insurance
4. PERS Pension Program
5. Deferred Compensation
6. Sick Leave (which includes Maternity/Paternity leave)
7. Disability Insurance
8. Worker’s Compensation
9. On-call rooms and meals as appropriate

MetroHealth reserves the right to revise benefits to its employees as the need arises and to enhance, modify or delete any benefit at any time.

MetroHealth has a Medical Staff Health Committee and an Employee Assistance Program to assist all employees who require counseling or other support.

C. Professional Liability Insurance; Claims: MetroHealth provides General and Professional Liability Insurance coverage through a Program of Self-Insurance on an occurrence basis. The coverage will only cover Resident while acting within the scope of his/her duties and employment at MetroHealth or while engaged in the activities at the request of or with the knowledge of MetroHealth.

Coverage limits will be $1 million per occurrence and $3 million in the annual aggregate. These limits are not in addition to MetroHealth’s Self-Insured Retention, but are included in the underlying MetroHealth’s professional liability coverage. Defense costs and indemnity settlement or award payments will be made on behalf of Resident for claims involving the alleged negligent acts or omissions of the Resident within the scope of the agreement. Insurance coverage for Resident will also be subject to all of the Trust and Liability Program coverage terms and conditions. Resident understands that any settlement involving his/her medical conduct may require MetroHealth to report such claim settlement to the National Practitioner’s Data Bank or additional regulatory agencies.

MetroHealth will attempt to keep Resident informed about any claim filed against Resident. However, any claim or litigation will be settled or tried at the sole discretion of MetroHealth. The decision to appoint defense counsel and
resolution of any litigated or non-litigated case is within the sole authority of MetroHealth. Resident agrees at all times to fully cooperate in the defense and investigation of any and all claims or lawsuits. MetroHealth’s Professional Insurance Coverage provided under this agreement only applies to medical care rendered at MetroHealth owned or operated facilities.

For all training activities or rotations at sites outside MetroHealth, Resident must obtain specific approval by submitting a written request, with the approval of his/her Program Director, to the Office of General Counsel. The request must demonstrate benefit to the education of Resident plus benefit to the Program and MetroHealth. Approval for coverage for training outside of MetroHealth is within the sole discretion of MetroHealth. Such coverage does not extend to any moonlighting or other activities not approved as provided in this paragraph.

Extended reporting of claims for alleged acts or omissions of Resident is provided following the expiration of this agreement so long as they occurred during the term and scope of the agreement. All provisions and requirements in this section will survive the expiration and/or termination of the agreement.

D. Other Benefits; limitations:

1. Leave of Absence/Unpaid Leave: Resident is entitled to leave benefits according to the MetroHealth’s policies applicable to its employees. These include Family/Medical Leave and/or Medical Leave of Absence. All Leave of Absences must be approved by the Program Director and may affect the resident’s graduation date. Repeat of training and/or make up time required to fulfill criteria for completion is determined by the Program Director consistent with the standards of the American Board of Internal Medicine (ABIM), American Board of Medical Specialty (ABMS), the American Osteopathic Association (AOA), the American Dental Association (ADA), or the Council on Podiatric Medical Education (CPME), as applicable. The MetroHealth System policy on leave of absence as well as program specific guidelines on time away from the Program will be reviewed at Resident Orientation.

2. Unemployment Compensation: The Resident understands and agrees that MetroHealth identifies its program as a Residency. However, state unemployment law, including but not limited to R.C. 4141.01(3)(p), establishes that Resident is considered (for state unemployment law purposes only) an “intern” which “is someone, in the employ of MetroHealth, who has completed four years’ course in a medical school chartered or approved pursuant to state law.” Resident is therefore ineligible to receive unemployment compensation benefits after termination of this residency appointment.
3. Living Conditions/Food/Parking: MetroHealth will provide lab coats, laundry service, and on-call rooms and meals (when appropriate in connection with MetroHealth policy). Personal housing must be obtained and fully paid for by the Resident. MetroHealth will provide dining facilities for residents. Parking facilities are available at a biweekly rate.

4. Termination: This Agreement and the Resident’s employment are subject to applicable MetroHealth employment policies and procedures, including those related to termination of employment. Specifically, MetroHealth reserves the right to suspend or remove any employee any time the welfare of MetroHealth warrants such suspension or removal.

IV. MetroHealth Responsibilities

A. Institutional Accreditation: Maintain Institutional accreditation for medical education with the Accreditation for Graduate Medical Education (ACGME), American Osteopathic Association (AOA), and American Dental Association (ADA) as applicable and for patient care services with The Joint Commission and other standards (“Standards”).

B. Environment of Training: MetroHealth will provide a suitable environment for graduate medical education consistent with the Standards. This includes responsibility for promoting an ethical, professional and educational environment that supports Resident learning and achievement of the core competencies: Medical Knowledge, Patient Care, Professionalism, Interpersonal and Communications Skills, Practice-Based Learning and Improvement and Systems- Based Practice, and any additional competency as may be required by Standards applicable to a specific Program’s accreditation. MetroHealth is also committed to promoting safety and quality education through carefully constructed duty hour assignments and faculty supervision and availability. MetroHealth adheres to the duty hour rules in accordance with the ACGME, AOA, ADA or any other regulating body.

C. Commitment of Resources: MetroHealth will provide sufficient Institutional resources to the best of its ability to ensure effective implementation and development of all MetroHealth sponsored and administered Programs in compliance with both Program and Institutional accreditation requirements.

D. Areas of Interest: If Resident so requests, MetroHealth will provide Resident reasonable opportunities for involvement in Resident’s indicated areas of interest through appointment to appropriate MetroHealth councils or committees.

E. Grievance/Due Process: The Due Process Procedures for Resident Staff are contained in the Resident Manual and MetroHealth’s written policies. MetroHealth will make these procedures available to the Resident. The procedures will minimally describe how the Resident can adjudicate his/her
complaints and grievances related to the work environment or issues related to the Program or faculty.

The Grievance/Due Process policy will also address any academic or disciplinary actions taken against a Resident that could result in dismissal, non-renewal of a Resident Agreement, non-promotion, or other actions that could significantly threaten a Resident's intended career development. Policies and procedures will be reviewed at Resident Orientation.

F. Impairment and Substance Abuse Education: MetroHealth will provide the Resident with an educational program regarding physician impairment, including substance abuse. MetroHealth will inform the Resident of, and make available, MetroHealth’s written policies describing how physician/Resident impairment, including substance abuse, will be handled. Policies and procedures will be reviewed at Resident Orientation and made available in MetroHealth’s system policies available electronically.

G. Sexual Harassment: MetroHealth’s sexual harassment policy, the protocol and the manner for addressing complaints is outlined in the Resident Manual and Employee Handbook and also available electronically.

H. Accommodation for Disability: MetroHealth will inform the Resident, and make available, its system policy regarding employees with disabilities. Policies and procedures will be reviewed at Resident Orientation and also made available electronically.

I. Sponsored Counseling: MetroHealth will provide the Resident with access to MetroHealth sponsored counseling and other support services on a confidential basis. Policies and procedures for MetroHealth sponsored counseling (Employee Assistance Program) or other support (Medical Staff Health Committee) will be reviewed at Resident Orientation and made available in MetroHealth’s policies available electronically.

V. Resident Responsibilities

A. Compliance with Laws, Regulations and Accreditation Requirements: The Resident acknowledges that MetroHealth is subject to various state and federal laws, rules, and regulations, and also to several accreditation standards. The Resident further acknowledges that MetroHealth, from time to time, may adopt or revise policies, procedures, and/or documentation requirements in connection with compliance with such laws, regulations, and accreditation standards. The Resident agrees to cooperate fully with MetroHealth in compliance with all applicable laws, regulations and accreditation standards as may be enacted or amended from time to time and with all implementing policies, procedures and/or documentation requirements now in existence or as may be adopted or amended by MetroHealth from time to time.
B. Educational Activities: The Resident agrees to participate fully in the educational activities of the Program, including rotations, continuity and/or community clinics, and the performance of scholarly and research activities as assigned by the Program Director, attend all required educational conferences, assume responsibility for teaching and supervising Residents and Residents and participate in assigned MetroHealth, Medical Staff and Program activities. The Resident also agrees to submit faculty and Program evaluation documents in a timely manner as requested. Resident will access and review information related to eligibility for specialty board examinations and which may change from time to time.

C. Development of Program of Study: The Resident agrees to develop and follow a personal program of study and professional growth with guidance from the teaching staff and demonstrate ability to assume graded and increasing responsibility for patient care. Furthermore, the Resident agrees to participate in safe, effective and compassionate patient care under supervision commensurate with their level of training and responsibility.

D. Professionalism: The Resident agrees to conduct himself/herself in a professional manner consistent with all applicable MetroHealth policies. The Resident agrees to accept and respect MetroHealth’s Mission, Vision, and values and philosophy of equality, compassion, excellence, partnership, and stewardship and to treat all patients, colleagues, associates and visitors in a respectful and courteous manner.

E. Health Services Compliance: The Resident agrees to comply with MetroHealth requirements concerning either periodic health monitoring or additional required testing relating to the Resident’s ongoing health status.

F. Participation in Committees: The Resident will participate, if appointed, on MetroHealth and/or Program committees or councils that relate to Resident education or improvement in patient care.

G. Medical Records: The Resident acknowledges that all patient related records are the property of MetroHealth and agrees to cooperate fully with MetroHealth, Program and Medical Staff policies regarding the completion of medical records.

H. Confidentiality: The Resident agrees to maintain the confidentiality of all written, oral or computerized information relating to MetroHealth, patients and family members. The Resident understands that his/her assigned electronic log-on constitutes his/her legal electronic signature and agrees to not share the assigned log-on or password.

I. Quality Improvement/Risk Management: The Resident agrees to participate in and cooperate with Quality Improvement and Risk Management activities as
directed by the Program Director and to provide such information as may be required to fulfill the Quality Improvement and Risk Management efforts of MetroHealth. The Resident also agrees to participate in the defense of any claims arising out of or related to matters that occurred during his or her residency under this Agreement. This provision shall survive any termination of this Agreement.

J. Return of Materials: At the time of the expiration or in the event of termination of the Agreement, the Resident shall return all MetroHealth and/or Program property, including but not limited to pagers, lab coats, parking permits, keys, library books issued from the Medical Library and I.D. badges. Loss or theft of these items must be reported immediately to MetroHealth Police Department; complete all necessary records; and promptly settle all professional and financial obligations.

K. Nondiscrimination: In performing under this agreement, the Resident shall not discriminate on the basis of race, sex, color, age, religion, national origin, disability, health status, sexual orientation, source of payment, or ability to pay for services rendered.

VI. Termination

A. Termination: Notwithstanding anything to the contrary in this agreement, either express or implied, MetroHealth may terminate this Agreement at any time as provided by MetroHealth’s employment policies and procedures. Except where termination is under, subsections B or C below, MetroHealth will make reasonable attempts to arrange for alternate placement of the Resident (“Placement Obligations”).

B. Termination for Cause/Breach: In addition to Section 1 above, MetroHealth may terminate this Agreement without any Placement Obligations whatsoever for any of the following reasons:

1. Professional incompetence,
2. Any misrepresentation in any certifications provide by the Resident;
3. Failure by the Resident to obtain or maintain appropriate professional license or valid visa/work authorization,
4. Substantial breach of the terms of this contract by the Resident,
5. Serious neglect of duties or violation of MetroHealth rules, regulations or policies by the Resident,
6. Conduct by the Resident seriously and clearly prejudicial to the best interests of MetroHealth and/or its patients,
7. Acts of fraud, dishonesty or misconduct determined to render the Resident professionally unfit to practice,
8. Conviction of the Resident of any crime punishable as a felony,
9. Exclusion from or sanction by the Medicare, Medicaid or other public health program, and,
10. Any material breach of this Agreement, provided that if such breach is curable, Resident shall have a reasonable time not to exceed 30 days to cure the breach.

ANY TERMINATION UNDER THIS SECTION SHALL TAKE EFFECT ON THE LATER OF EITHER (A) THE DATE ON WHICH THE RESIDENT RECEIVES NOTICE OF SUCH TERMINATION, OR (B) THE EARLIEST DATE THEREAFTER AS PERMITTED OR REQUIRED BY APPLICABLE STATE AND FEDERAL LAWS.

C. Termination of Agreement by Resident: The Resident may terminate this Agreement and withdraw from the Program after notice to and discussion with the Program Director. The Resident is required to give 90 days notice unless otherwise agreed by both MetroHealth and the Program. If the residency training appointment is terminated prior to its expiration date, each party, at its option, may submit an explanatory statement to the Accreditation Council for Graduate Medical Education, similar council for graduate dental education, and/or appropriate specialty board. Such statements are available to inquiries, at the discretion of such accrediting councils and boards.

VII. Reappointment; Renewal

A. Conditions for Reappointment/Promotion: MetroHealth’s appointment of the Resident shall be for one year and reappointment to a subsequent year of residency shall require the execution of a new agreement. Reappointment and/or promotion to the next level of training is at the sole discretion of the Program and is expressly contingent upon several factors including but not limited to: satisfactory completion of all specified post graduate year training components; satisfactory performance evaluations; full compliance with the terms of this Agreement; continuation of MetroHealth’s and Program’s accreditation; and MetroHealth’s financial ability.

B. Non-Reappointment/Promotion by MetroHealth: Should the Program decide not to reappoint/promote the Resident to a subsequent year of training, the Resident will be notified in writing in a timely fashion as this decision is made, but no less than 90 days prior to the end of the current Agreement. However, if the primary reason(s) for the non-renewal/non-promotion occurs within the 120 days prior to the end of the Agreement, the Program will provide the Resident with as much written notice of the intent not to renew/promote as the circumstances will reasonably allow. Non-reappointment/non-promotion is subject to MetroHealth’s Grievance policy.

C. Program Closure/Reduction: In the event that the Institution and/or Program are closed or there is a reduction in the total number of Residents in the Program, the Sponsoring Institution will inform the Designated Institutional Officer, the Graduate Medical Education Committee and the Program/Residents as soon as
possible. Notification will be both verbal and written. The Program/MetroHealth will use its best efforts to allow the Residents to complete the Program. In the event that continuation/completion is not feasible, MetroHealth will use its best efforts to transfer the Resident to a comparable Program.

VIII. Other Terms and Conditions

A. Quality of Care: Under no circumstances shall excellence in patient care be compromised or jeopardized by the needs and prerogatives of the Program, nor shall the educational mission of the Program be compromised by an excessive reliance on the Resident to fulfill institutional obligations;

B. Rotation Schedules/Hours of Duty: The Resident understands and agrees that the hours of duty will vary with the clinical services to which he/she is assigned; that there are no pre-determined hours of duty; and that the hours will be based in part by the clinical service to which he/she is assigned, the needs of the patients, and the needs of MetroHealth to provide safe, and effective patient care.

The hours of duty for any Program will be in compliance with the ACGME standards and the Department of Medical Education Duty Hour policy. Resident will adhere to the duty hour standards, and the rotations and assignments, established by MetroHealth, and will complete in a timely manner any monitoring requirements related to such duty hours. MetroHealth and Program duty hour policies will be reviewed at Resident Orientation and made available electronically.

C. Moonlighting: “Moonlight” as used in this Agreement means professional and patient care activities involving the practice of medicine that are internal and external to the educational Program. MetroHealth will not require Resident to engage in Moonlighting.

Resident may not engage in Moonlighting without prior notification to and permission of the Program Director.

MetroHealth reserves the right to prohibit Moonlighting in any instance where MetroHealth reasonably believes that such activity will interfere with the Resident’s duties and obligations to the Program or interfere with his/her clinical performance.

In the event a Resident engages in Moonlighting with MetroHealth’s approval, his/her performance will be monitored and evaluated to ensure compliance with the ACGME work hour regulations. MetroHealth reserves the right to revoke any authorization for moonlighting at its sole discretion.

NOTWITHSTANDING ANYTHING IN THIS SECTION RESIDENT ACKNOWLEDGES AND AGREES THAT:
1. PARTICIPATING IN ANY MOONLIGHTING ACTIVITY IN VIOLATION OF THIS SECTION MAY RESULT IN TERMINATION OF THIS AGREEMENT AND DISMISSAL FROM THE PROGRAM.

2. MOONLIGHTING ACTIVITIES SHALL NOT BE COVERED BY METROHEALTH’S PROFESSIONAL LIABILITY INSURANCE UNLESS THE MOONLIGHTING ACTIVITY IS CONDUCTED AT A METROHEALTH SITE.

3. IT IS UNLAWFUL IN OHIO TO DO ANY OF THE FOLLOWING:
   
a. ENGAGE IN THE PRACTICE MEDICINE WITHOUT A LICENSE; AND,

   b. ENGAGE IN ACTIVITIES UNDER THE RESIDENT’S TRAINING CERTIFICATE EXCEPT IN PROGRAMS OF THE HOSPITALS OR FACILITIES FOR WHICH THE TRAINING CERTIFICATE IS ISSUED.

D. Policies: Resident shall refer to, and comply with, MetroHealth’s policies and procedures regarding duty hours and moonlighting in the learning and work environment.

E. No Restrictive Covenants: MetroHealth will not require Resident to agree to any non-compete or other restrictive covenants.

F. Notice: Any notice given in connection with this Agreement shall be in writing and delivered by hand or certified mail, return receipt requested as follows:

   **To MetroHealth:**

   MetroHealth System  
   2500 MetroHealth Drive  
   Cleveland, OH  44109  
   Attn: Graduate Medical Education Office

   **To Resident:**

   As shown in Attachment A.

   Any party may change the address stated herein by giving written notice of the change in accordance with this paragraph.

G. Amendment and Assignment: This Agreement may be amended only in writing and signed by both parties. This Agreement may not be assigned to another party.
H. Governing Law: This agreement shall be construed under the laws of the State of Ohio, and applicable federal law.

I. Entire Agreement: This Agreement, including all attachments referenced herein, contains the entire understanding of MetroHealth and Resident and supersedes all negotiations, prior or contemporaneous discussions, or agreements or understandings, whether written or oral. For convenience, the attachments are re-identified as follows:

1. Attachment A. Resident And Appointment Information
2. Attachment B. Resident Appointment Supplement
3. Attachment C. Health Screening Requirements

[[The rest of this page intentionally left blank. Signature page follows.]]
IN WITNESS WHEREOF, this agreement has been executed by MetroHealth and the Resident on the date first written above.

The MetroHealth System  Resident

By: ___________________________  By: ___________________________
Name: ___________________________  Name: ___________________________
(Please Print)  (Please Print)
Title: Program Director  Date: ___________________________
Date: ___________________________

By: ___________________________
Name: Alfred Connors, MD
Title: Chief Academic Officer
Date: ___________________________

By: ___________________________
Name: Abdulla Ghori, MD
Title: Designated Institutional GME Officer
Date: ___________________________

Approved as to Form
The MetroHealth System
Office of General Counsel

By: ___________________________
Date: 1/24/2014
ATTACHMENT A
RESIDENT AND APPOINTMENT INFORMATION

Resident Name:
Notices will be sent to the following address:

________________________________________
________________________________________
________________________________________

Type of Graduate Medical Education Program: Internal Medicine

Level of Training:
Resident PGY Year (check 1): ☒ 1 ☐ 2 ☐ 3 ☐ 4

Fellowship Year:

Duration of Current Appointment:

Commencement or Start Date:

End date:

Annual Stipend:

MetroHealth Department:
ATTACHMENT B
RESIDENT APPOINTMENT SUPPLEMENT

Instructions:

- You must answer all the questions on this form and initial and date each page of this form at the bottom right.
- ALL “Yes” answers MUST be explained on a separate sheet, referencing the question by number, and attached to this form.
- Providing false information on this form may result in adverse employment action against you.
- Completion and submission of this form is a precondition to your employment at MetroHealth.

If you answer “Yes” to any of the following questions, you are required to furnish complete details, including date, place, reason and disposition of the matter. All affirmative answers must be thoroughly explained on a separate sheet of paper (DO NOT write explanation on these pages). Please note that some questions require very specific and detailed information. Make sure all responses are complete.

For each question, please check either the “Yes” or the “No” box

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<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>1. Have you ever been warned, censured, disciplined, had admissions monitored, had privileges limited, had privileges suspended or terminated, been put on probation, or been requested to withdraw from or resign privileges at any hospital, nursing home, clinic, health maintenance organization, or other similar institution in which you have trained, been a staff member, or held privileges, for reasons other than failure to maintain records on a timely basis, or failure to attend staff or section meetings?</td>
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<td>2. Have you ever resigned from, withdrawn from, or terminated, or have you ever been requested to resign from, withdraw from, or otherwise been terminated from, a position with a medical partnership, professional association, corporation, health maintenance organization, or other medical practice organization, either private or public?</td>
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<td>3. Have you ever resigned from, withdrawn from, or have you ever been warned by, censured by, disciplined from, been refused renewal of a contract by, or expelled from, a medical school, clinical clerkship, externship, preceptorship, residency, or graduate medical education program?</td>
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<td>4. Have you ever transferred from one graduate medical education program to another?</td>
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<td>5. Have you ever, for any reason, lost specialty board certification in the U.S. or elsewhere, or been denied such certification, or denied examination for such certification?</td>
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<tr>
<td>6. Has any board, bureau, department, agency or other body, including those in Ohio, in any way limited, restricted, suspended, or revoked any professional license, certificate or registration granted to you; placed you on probation; or imposed a fine, censure or reprimand against you?</td>
<td></td>
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</table>

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Resident’s Initial: __________________
Date: ______________
For each question, please check either the “Yes” or the “No” box

7. Have you ever voluntarily surrendered, resigned, or otherwise forfeited any professional license, certificate or registration issued to you by any board, bureau, department, agency, or other body; or have you ever withdrawn any application for licensure, relicensure, or examination, in any state (including Ohio), territory, province, or country?

8. Have you ever, for any reason, been denied licensure or relicensure, application for licensure, or relicensure, or the privilege of taking an examination, in any state (including Ohio), territory, province, or country?

9. Have you ever been requested to appear before any board, bureau, department, agency, or other body, including those in Ohio, concerning allegations against you?

10. Have you ever entered into an agreement of any kind, whether oral or written, with respect to a professional license, in lieu of or in order to avoid formal disciplinary action, with any board, bureau, department, agency, or other body, including those in Ohio?

11. Have you ever been requested to appear before any board, bureau, department, agency, or other body, including those in Ohio, concerning allegations against you?

12. Have you ever entered into an agreement of any kind, whether oral or written, with respect to a professional license, in lieu of or in order to avoid formal disciplinary action, with any board, bureau, department, agency, or other body, including those in Ohio?

13. Have you ever been notified of any investigation concerning you by any board, bureau, department, agency or other body, including those in Ohio, with respect to a professional license?

14. Have you ever been notified of any charges, allegations, or complaints filed against you with, any board, bureau, department, agency, or other body, including those in Ohio, with respect to a professional license?

15. Have you ever been denied, or have you ever surrendered, a state or federal controlled substance or drug registration; had it revoked, terminated, or restricted in any way; or been warned, reprimanded, or fined by, or been requested to appear before, the responsible agency?

16. Have you ever pled guilty to, been found guilty of a violation of any law, or been granted intervention or treatment in lieu of conviction regardless of the legal jurisdiction in which the act was committed, other than a minor traffic violation? If yes, submit copies of all relevant documentation.

17. Have you ever been arrested or forfeited collateral, bail, or bond for breach or violation of any law, police regulation, or ordinance other than for a minor traffic violation; been summoned into court as a defendant or had any law suit filed against you (other than a malpractice suit)?

Yes No

Resident’s Initial: ___________________
Date: __________
For each question, please check either the “Yes” or the “No” box

18. Have you been a defendant in a legal action involving professional liability (malpractice), or had a professional liability claim paid on your behalf, or paid such a claim yourself?  
   □ Yes  □ No

19. Have you ever been denied professional liability insurance or coverage, or had such insurance or coverage canceled, limited, or restricted in any way?  
   □ Yes  □ No

20. Have you ever been denied or relinquished participation in any third party reimbursement program, whether governmental or private, including Medicaid and Medicare; or had such participation limited, restricted, suspended, or revoked, or been warned, reprimanded, requested to appear before, or fined by the responsible body?  
   □ Yes  □ No

21. Have you ever been denied privileges, or had privileges revoked, suspended, restricted, reduced, or terminated by the Department of Defense, the Veteran’s Administration, or any of their respective components?  
   □ Yes  □ No

22. Have you ever been diagnosed as having, or have you been treated for, pedophilia, exhibitionism, or voyeurism?  
   □ Yes  □ No

23. Within the last ten years, have you ever been diagnosed with or have you been treated for, bipolar disorder, schizophrenia, paranoia, or any other psychotic disorder?  
   □ Yes  □ No

24. Do you have, or have you been diagnosed as having, a medical condition which in any way impairs or limits your ability to practice medicine with reasonable skill and safety? If yes, please explain.  
   □ Yes  □ No

25. Do you use chemical substance(s) which in any way impair or limit your ability to practice medicine with reasonable skill and safety?  
   □ Yes  □ No

   “Chemical substances” is to be construed to include alcohol, drugs, or medications including those taken pursuant to a valid prescription for legitimate medical purposes and in accordance with the prescriber’s direction, as well as those used illegally.

26. Are you currently engaged in the illegal use of controlled substances?  
   □ Yes  □ No

   “Currently” does not mean on the day of, or even in the weeks or months preceding the completion of this application. Rather it means recently enough so that the use of drugs may have an ongoing impact on one’s functioning as a licensee, or within the past two years.

I have read and understood the questions above and I certify that the answers are true and correct.

Resident’s Name ___________________________ Date ____________

Resident’s Signature ___________________________

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Resident’s Initial: ____________

Date: ____________
ATTACHMENT C
HEALTH REQUIREMENTS

Each Resident will be required to submit to a drug screen test during a scheduled “New Patient” appointment. Depending upon the availability of antibody titers Residents may be required to obtain the following vaccinations from MetroHealth’s Employee Health Clinic, unless proof of a positive antibody titer is provided for:

- Measles (Rubeola)
- Mumps
- German Measles (Rubella)
- Chicken Pox

Hepatitis B: Residents will also require proof of Hepatitis B immunization/immunity or signed waiver assuming the risk of exposure (ADA requirement for Residents enrolled in the Dental Hygiene program). Employee Health will administer the immunization if no proof is available. If involved in a blood borne pathogen exposure the Employee Health medical director requests that a Hepatitis B Ab be drawn and sent to the MHMC CORE Lab.

DT: Residents are required to have a diphtheria tetanus booster within the last 10 years or proof of a Tdap vaccine. Tdap can be administered irrespective of the date of the last tetanus booster.

A two step PPD is required for all entering our institution. If a Resident has had one negative TB Skin Test within the past year then only one skin test needs to be done here. Positive TB Skin Tests will be further evaluated at no charge to the Resident. Employee Health will administer the testing if no proof is available. We also accept the TB Gold test result if done within the year.

There is never a charge for services or treatment received from the Employee Health Clinic. Hours of business: M-F 7:30am – 4:00pm.
Phone number: 216-778-5365