FOREWORD

This Policy Manual supplements the Physician Services Agreement (“PSA”) signed by each physician employee who joins University Hospitals Medical Group, Inc. (“UHMG”).

The Policy Manual provides guidance to UHMG physician employees and establishes certain policies and procedures governing the responsibilities of UHMG physician employees and clarifies the relationship between UHMG physicians and UHMG management. Unless otherwise indicated in the physician’s PSA, each policy and procedure set forth in this Policy Manual applies to all UHMG physician employees.

One of UHMG’s primary goals is to provide a professional and dynamic model that meets the sophisticated needs of a variety of specialty physicians. To meet this goal, UHMG is dedicated to ensuring: (1) that UHMG provides high quality clinical care to the community; (2) the availability of renowned academic and graduate medical education programs and training; and (3) cutting edge medical research, all in conjunction with University Hospitals Health System, Inc. (“UHHS” or “UH”), University Hospitals Case Medical Center and the Case School of Medicine (“CSM”).

UHMG is an equal opportunity employer. All terms and conditions of employment, including, but not limited to, recruitment, title, promotion, compensation, benefits, transfers, training, education, research, administration and programming, will be administered without regard to race, color, religion, sex, age, sexual orientation, national origin or ancestry, handicap, or status as a disabled veteran.
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Section A
Foundations of Physician Employment
1. PHYSICIAN EMPLOYEE CORE OBLIGATIONS

POLICY: All physician employees of UHMG must be properly and currently:

A. Licensed to practice medicine without restrictions by the State of Ohio Medical Board;
B. Credentialed as a member of the medical staff of University Hospitals Case Medical Center;
C. Appointed to the faculty of CSM;
D. In compliance with all of the following obligations:
   1. Exercising independent medical judgment and providing high quality medical diagnoses, care and treatment to UHMG patients;
   2. Working cooperatively with other physicians, medical, professional, administrative, and support staff of UHMG, UHHS, and/or UHCMC;
   3. Conducting himself or herself as a respected member of the medical community and in such a manner as to enhance the reputation of UHMG, UHHS, UHCMC and CSM in the community;
   4. Complying with all applicable laws, regulations and ethical obligations including but not limited to the rules of all applicable specialty boards and accreditation organizations;
   5. Complying with UHHS and UHCMC Policies and Procedures including the UH Code of Conduct and the UHCMC Medical Staff Bylaws, Rules and Regulations;
   6. Complying with his or her respective Department Chair’s policies, protocols and procedures that do not conflict with UHMG policies;
   7. Complying with all contracts or agreements involving UHMG, UHCMC, or UHHS to which physician is either a party or maintains any obligation or performance responsibilities;
   8. Maintaining all UHMG Professional Qualifications as set forth in this Policy Manual;
   9. Maintaining faculty status in good standing at CSM;
   10. Bringing any problems, concerns or notice of non-compliance with this Policy Manual to the immediate attention of the physician’s respective Department Chair, to UHMG or to the UH Compliance Hotline.

Failure by a physician employee to satisfy and abide by these Core Obligations may result in discipline, up to and including termination.
2. PROFESSIONAL QUALIFICATIONS

POLICY: In order to be eligible for and maintain employment, all UHMG physician employees must provide UHMG with documentation evidencing the physician employee’s compliance with all of the following qualifications (the “Professional Qualifications”):

A. Hold an unlimited and unrestricted license to practice medicine in the State of Ohio;

B. Certification of eligibility to participate in Medicare and Medicaid, to receive Federal contracts or subcontracts, and to hold all other licenses, permits and approvals that are necessary to the physician’s area of practice or otherwise required by UHMG;

C. A criminal background check in compliance with UHHS Human Resources Policies, as well as a routine query of the Office of Inspector General and Excluded Parties List System Databases. Physician’s continued employment with UHMG shall be conditioned on the background check revealing no “disqualifying convictions” as defined by the UHHS policy on Background Checks;

D. Physician shall provide proof sufficient for UHMG to verify physician’s eligibility to work in the United States, and that physician is in full compliance with all visa and immigration requirements, if applicable.

E. Be board certified in physician’s respective medical specialty or otherwise become board certified within such timeframe as may be established by the respective Department Chair;

F. Maintain active medical staff membership and privileges at UHCMC and such other UHHS facilities as the respective Department Chair may reasonably require from time to time;

G. Meet and maintain all qualifications required by UHMG to participate in UHMG’s programs for professional malpractice and other liability coverage;

H. Meet and maintain all qualifications required by CSM which are necessary to hold a faculty position at CSM;

I. Provide any additional documentation requested by UHMG in order to verify any or all of the Professional Qualifications set forth in this Policy;

J. Notify the UHMG Practice Administrator in writing within two (2) business days of learning of: (i) any material change in the status of any Professional Qualifications; or (ii) any termination, suspension, revocation, restriction or modification of physician’s license to practice medicine in Ohio or any other state; or (iii) any federal, state or local investigation, or disciplinary or legal proceeding brought against or otherwise involving physician; or (iv) any credentialing or peer review proceeding brought against or involving physician.
3. ANNUAL PROFESSIONAL REVIEW

POLICY: Each UHMG physician employee will be reviewed annually by his or her Department Chair (and Division Chief, if applicable) in each of the categories listed in the Procedures below.

PROCEDURES: Each UHMG physician is expected to participate in his or her annual review process and to cooperate with his or her Department Chair (and Division Chief, if applicable) to develop professional goals based on performance assessments in each of the following categories:

A. **Patient Care.**

B. **Academics.**

C. **Research.**

D. **Administration.**

E. **Professional Activities.**

F. **Leadership.**

G. **Collegiality.**
4. DEPARTMENT CHAIR RESPONSIBILITIES

POLICY: Each Department Chair is responsible for the total performance of his or her Department and is accountable to the President of UHMG, the President of UHCMC and the Dean of CSM for such performance. In addition to the duties stated below, Department Chairs shall also be responsible to ensure that all physician employees comply with their obligations related to Coverage; Absences; Scheduling Time Off; and, Quality Assessment and Peer Review.

Position Summary

The Department Chair has overall responsibility for the planning, growth and operational management of the Department. He/she is responsible for the implementation of effective resident teaching programs and the development and maintenance of an active clinical research program. The Department Chair is accountable for quality of service, clinical outcomes, productivity, cost management and reduction of unnecessary expense and effective management of capital and human resources within the Department. The Department Chair shall be responsible for performing all obligations set forth in the Medical Staff Bylaws, as well as those obligations set forth herein.

The Department Chair works collaboratively and in partnership with UHMG and UHCMC Senior Management to accomplish the strategic initiatives of each. In collaboration with CSM, the Department Chair is directly responsible for recruiting faculty and medical leadership that support the clinical and teaching needs of UHCMC, UHMG and CSM.

Duties and Responsibilities

Leadership

1. Annually develop written strategic goals for the Department supporting the mission of University Hospitals Health System/UHCMC and UHMG. Remain accountable for the Department’s adherence to the goals and, upon request, report to UHMG and/or UHCMC Management regarding the Department's progress in meeting such goals.

2. Facilitate effective communication within the Department regarding the strategic goals and objectives and implementation criteria and milestones necessary for meeting those goals.

3. Work collaboratively with physician members of the Department to clearly define the Department’s responsibilities in all areas of patient care, resident teaching and clinical research and support the Department Physicians in their efforts to comply with and further the achievement of the goals.

4. Consult and work collaboratively with the Chief Medical Officer of UHCMC, and UHCMC and UHMG Senior Management.

Operations
1. Assure that the Department is operating within all applicable guidelines and policies of UHMG and as otherwise set forth in the UHCMC Medical Staff Bylaws, Rules and Regulations, the UH Code of Conduct and all other UHHS and UHCMC policies, procedures, protocols and regulations.

2. Assist UHMG, UHCMC, and UHHS in complying with all applicable accreditation, monitoring and licensing standards or requirements including, without limitation, JCAHO.

3. Provide patient and community access to all clinical services provided by the Department consistent with UHCMC’s and UHMG’s mission.

4. Work with management to assure that the equipment and facilities under the Department’s responsibility or otherwise used by the Department to provide clinical and/or other services: (i) meet clinical practice needs of the Department; (ii) are in compliance with all regulatory requirements; and (iii) that any deficiency is promptly reported in writing to UHCMC and/or UHMG Management.

5. Conduct regular meetings of the Department to review UHMG and UHCMC clinical, operational and integration activities and report findings to appropriate management.

6. Address intra- and inter-Department issues in a timely and professional manner.

7. Oversee clinical quality of care and ensure continuous improvement of clinical outcomes and patient care processes.

8. Direct, implement and oversee compliance with clinical pathways, resource/quality management initiatives, and clinical risk management programs.

9. Address issues of concern regarding clinical care, safety or conduct immediately and in accordance with all applicable policies and procedures, including, without limitation, notifying the Chief Medical Officer of UHCMC of any material concern.

10. Ensure that the Department provides appropriate clinical coverage, including on call coverage, to meet the needs of the patients of UHCMC and UHMG.

11. If requested, to provide leadership for system-wide service lines in the Department’s areas of clinical expertise, to ensure appropriate quality and consistency of service and outcomes across the system.

Fiscal Management

1. Oversee and remain accountable for the business activities physician employees within the Department, including, without limitation, ensuring that Chairs, Division Chiefs, Directors, etc., are made aware that they may not, and have no authority to bind the Department, UHMG or UHCMC to any contract or agreement.

2. Prepare a Department budget, as required for presentation to and approval by UHMG Management.

3. Assure that the business activities of the Department, including expenditures of Department funds provided or made available by UHMG, are in compliance with all budgets, policies and procedures adopted by UHMG.
4. Work with the physician employees to constantly improve the efficiency and 
effectiveness of the clinical practice provided through UHMG, by the Department.

5. Create and recommend to the UHMG Budget & Finance Committee annual capital and 
operating budgets for the Department.

6. Create and recommend business and strategic initiatives for the Department to the 
UHMG Operating Committee and Budget & Finance Committee.

**Human Resources Management**

1. Analyze and review the professional and other staffing needs of the Department to assure an appropriately sized professional staff to meet the needs of the Department.

2. Provide annual evaluations of physician employees who provide clinical, administrative or teaching services to UHMG to identify and support areas of development, and provide mentoring to support the professional growth of physician employees.

3. Conduct physician recruitment activities as authorized by UHMG and in collaboration with UHCMC and/or CSM in accordance with the strategic goals of the Department and in compliance with federal and Ohio laws to achieve a professional and diverse staff of qualified physicians for the Department.

4. Promote collaboration, team-building and effective personnel management of faculty, clinical and administrative employees within the Department and related Centers of Excellence.

5. Ensure that orientation, compliance training, and UHMG in-service education is provided to all Department personnel.

**Performance Management**

1. Enable each physician employee to perform high quality professional services and facilitate the institutional and community reputation of the Department as a high quality provider of clinical services.

2. Review and change, as needed, the clinical schedules of all physician employees in the Department to assure optimal staffing to meet both patient and Department needs.

3. Supervise the physician employees regarding their responsibilities under the UH Code of Conduct and monitor compliance within the Department.

**Academic**

Direct post-graduate and continuing medical education for the Department, and assure compliance with the ACGME standards of quality and effectiveness of teaching programs.

**Research**

Work with UHCMC management to facilitate clinical research activity performed at UHCMC and ensure that such activity is consistent with the research plan of the Case Research Institute and/or the UHCMC Center for Clinical Research
5. DIVISION CHIEF RESPONSIBILITIES

POLICY: Each Division Chief is responsible for the performance of his or her Division and is accountable to the respective Department Chair for such performance.

PROCEDURES: Each Department Chair shall, to the extent applicable, prepare reasonable performance standards and requirements for his or her respective Division Chief(s). These performance standards and requirements shall be approved in advance by the President of UHMG prior to becoming effective.

Position Summary

The Division Chief is responsible for carrying out the mission of the Division. The Division Chief participates in decision and policy-making relating to operations and development of the Division. The Division Chief works collaboratively with UHMG management, the Department Chair and others within the Division in supporting quality, cost-effective patient care that positions UHMG and UHCMC as regional and national leaders. All services provided by the Division Chief must be provided in a manner that is consistent with the UHCMC Medical Staff Bylaws, and the duties specified herein supplement those set forth in the UHCMC Medical Staff Bylaws.

Duties and Responsibilities

(All with respect to the Division and all in consultation with the Department Chair)

Leadership

1. Direct the Division’s clinical, resident education, clinical research and administrative programs so that the Division attains/maintains regional leadership and national prominence.
2. Assist the Department Chair and UHMG management in the development of a budget for the Division.
3. Oversee and assist in maintaining the financial viability and solvency of the Division and in accordance with the budget approved by UHMG.
4. Assist UHMG management and the Department Chair (in collaboration with UHCMC and/or CSM) in recruiting and retaining high-quality physician employee for the Division’s clinical, resident education, and clinical research programs as authorized in writing by UHMG management.
5. In collaboration with the Department Chair, periodically develop and implement strategic goals for the Division which is consistent with the strategic goals of UHHS, UHMG, UHCMC and the Department.
6. Facilitate effective communication within the Division regarding the Division’s strategic goals, its objectives and implementation.
7. Provide consultation and input with respect to matters impacting the Division as requested by the Department Chair and, as requested, UHMG and/or UHCMC management.

8. Supervise physician members of the Division in the delivery of all clinical and teaching services.

9. Supervise activities of the Service Line Directors and Program Directors within the Division, if any.

10. Assist the Departmental Chair, as requested, with respect to obligations under and enforcement of this Policy Manual and the UHCMC Medical Staff Bylaws.

Operations

1. Ensure that the Division operates in compliance with accreditation, monitoring and licensing requirements including, without limitation, JCAHO and all policies and procedures of UHHS, UHCMC and UHMG.

2. Work with the Department Chair and physicians who are members of the Division to continuously improve the efficiency and effectiveness of the Division.

3. Make recommendations regarding acquisition of equipment and staffing levels for the Division so that the Division is able to meet the clinical needs and serve the missions of UHMG and UHCMC.

4. Support and actively participate in UHMG’s and UHCMC’s efforts to promote diversity among its medical staff and employees.

5. Ensure that any known or suspected deficiency in the Department’s equipment or facilities is promptly reported to UHMG.

6. Actively participate with UHMG in resolving any operational issues involving the Division.

7. Assist in litigation matters regarding the Division.

8. Assist, where appropriate, in the implementation of UHHS system-wide initiatives related to the Division its services and/or quality initiatives.

Clinical

1. Oversee the clinical care delivered by Division faculty, fellows and medical residents.

2. Develop, implement and oversee compliance with clinical pathways, resource/quality management initiatives, and clinical risk management programs for the Division.

3. Oversee inpatient and outpatient care sites assigned to the Division.

4. Lead the Division’s efforts to be at best-practice economic benchmarks that include quality outcomes, length of stay, and cost per case.

5. Develop and implement satisfaction surveys for the Division.

6. Address intra- and inter-Division issues in a timely and professional manner.
7. Oversee clinical quality of care and ensure continuous improvement of clinical outcomes and patient care processes.

8. Address issues of concern regarding clinical care, safety or conduct immediately and in accordance with all applicable policies and procedures, including, without limitation, notifying the Chief Medical Officer of UHMG of any material concern.

9. Be responsible for enforcing compliance with UHCMC Medical Staff Bylaws and implement all recommendations and actions under the UHCMC Medical Staff Bylaws.

10. Be responsible for ensuring appropriate clinical coverage for Division patients.

Education

1. Assist as necessary with respect to the Division’s role in all educational and teaching services of residents and fellows.

2. Oversee the UHMG and UHHS community education programs for the Division.

Research

Work with UHMG management to facilitate clinical research activity performed with UHMG and ensure such activity is consistent with the research plan of the Case Research Institute and/or the UHCMC Center for Clinical Research.
6. COORDINATION OF CARE

POLICY: UHMG physician employees are responsible for coordinating coverage and quality activities within their Departments, and in consultation with their Department Chair.

PROCEDURES:

A. Coverage. Each UHMG physician employee has continuing responsibility for all UHMG patients (inpatients and outpatients) for whom he or she has been designated as the primary attending physician or for whom such physician has accepted treatment responsibility until such treatment is completed or until such responsibility has been assumed by another UHMG physician or other qualified physician.

B. Absences; Coverage Obligations. In accordance with this Policy Manual, UHMG physician employees will notify their respective Department Chairs of any expected absence or other inability to perform scheduled services at least four (4) weeks in advance of the absence or inability to perform. UHMG physicians are further expected to immediately notify (or upon the first reasonable opportunity if immediate notification is not possible) their respective Department Chairs (or UHMG) in the event of any unexpected absence or inability to perform services, including absences due to illness or emergency. Each UHMG physician employee is responsible for ensuring that proper coverage arrangements are in place and approved by the Department Chair so that in the event of the physician’s absence, his or her patients (inpatients and outpatients) are properly covered. UHMG physicians may be required to add clinic sessions to replace clinic time that is cancelled due to unexpected absences.

C. Scheduling Time Off. In accordance with this Policy Manual, UHMG physician employees will notify their respective Department Chairs (or UHMG) at least four (4) weeks in advance of any scheduled time off. If a physician schedules time off, it will be his or her responsibility to ensure that such time off is (i) consistent with and permitted by such physician’s PSA; (ii) is otherwise coordinated with his or her respective Department Chair; and (iii) is coordinated with any other staff or employees who may be expecting or depending upon such physician. Department Chairs retain discretion to grant or refuse permission for a physician’s requested time off, subject to the UHMG requirement that no more than fifty percent (50%) of the physicians in a respective Department are permitted to be simultaneously absent or otherwise unavailable to render services.

D. Quality Assessment and Peer Review. As part of their employment obligations with UHMG, UHMG physician employees have the responsibility to serve on and attend the meetings of such committees or other bodies as may be established for the performance of quality assessment and peer review functions and to participate in such other quality assessment, utilization management and peer review activities as requested or determined by UHMG, including but not limited to chart reviews, as may be implemented from time to time or otherwise required under UHCMC’s or the applicable UHHS entity’s medical staff bylaws, rules and regulations.
Section B
Compensation, Benefits, Expense Reimbursement
POLICY: UHMG will pay to each physician employee, and each physician employee will accept as full compensation for the performance of his or her clinical and administrative services rendered on behalf of UHMG and provided to UHMG, the payments and benefits specified in, or determined in accordance with, the physician’s respective PSA. UHMG shall not be responsible to provide or pay any compensation (including any associated benefits) to a physician employee for physician’s services, activities or position as a member of the academic faculty at CSM. Specifically, but not by way of limitation, UHMG shall not provide any compensation or support for any tenure, sabbatical or terminal appointment obligations arising out of a physician’s position on the CSM faculty. Furthermore, it is the policy of UHMG that all compensation paid to its physician employees shall be consistent with the fair market value of services rendered and in accordance with appropriate benchmarks and principals established by UHMG, and shall not be based on the volume or value of any referrals of patients or ancillary services made or expected to be made by the physician.

PROCEDURES:

A. Compensation Payments. Payments may be made by UHMG or a UHHS designated entity with which UHMG has made arrangements to provide payroll services. All compensation payments will be made in accordance with UHMG’s standard payroll procedures for all similarly situated employees in the same Department.

B. Deductions from Compensation. The following items will be deducted from every payment made to any UHMG physician employee:

1. Applicable federal, state and local income tax withholding;
2. FICA;
3. Any employee-related taxes or contributions required to be made by UHMG with respect the compensation paid to the physician;
4. Any deductions relating to health insurance or other benefits as defined in this Manual and elected by or provided to the physician.

Other deductions, withholdings or payments (collectively, “Deductions”) may be made in accordance with any written instructions of a court or government agency. Deductions may also be made in any case where a reasonable determination is made by UHMG or any governmental authority that less than the required amounts of such withholdings or contributions have been made. Notice of any such determination will be provided to the physician employee.

C. Additional Compensation and Benefits. Each UHMG physician employee is only entitled to those additional compensation and benefits as expressly set forth in the physician’s respective PSA or otherwise defined in this Policy Manual.
D. **Relocation Expenses.** In accordance with approved UHMG and Department budgets and policies, UHMG may pay reasonable relocation expenses, in accordance with the terms of the physician’s PSA. No relocation expenses in excess of $10,000 shall be offered or approved without the prior written approval of UHMG and the Department Chair.

E. **Adjustments.** The President of UHMG, with the approval of the respective Department Chair, may adjust a physician employee’s compensation as follows:

1. Reasonably increase the physician’s compensation (subject to fair market value compensation requirements as determined in accordance with applicable law) if the physician substantially exceeds his or her duties or otherwise obtains or gains special expertise that furthers the charitable mission of UHMG; or

2. Reasonably decrease the physician’s compensation if he or she fails to reasonably fulfill his or her duties as required under the physician’s respective PSA and this Policy Manual, subject to a prior written warning to the physician from the Department Chair.

3. Such adjustments may be made retroactive to the point when such non-fulfillment commenced or when the physician substantially exceeded his or her duties.

F. **Benefit Eligibility.** In order for a physician employee to receive the benefits permitted under this Policy Manual, the physician employee must satisfy full-time or part-time requirements as defined in this Policy Manual. Additional eligibility requirements will be defined in the terms and conditions of each particular benefit.
8. PAID TIME OFF (“PTO”)

POLICY: Except as otherwise set forth in the physician’s PSA, each full-time UHMG physician will be entitled to vacation days based on the physician’s CSM faculty rank or years of service as set forth in the Procedures, below.

PROCEDURES:

A. Faculty Rank, Service Years, and Corresponding PTO Days. Unless otherwise expressly set forth in a physician’s PSA, the full-time physician employee shall be awarded the number of PTO days in an annual (calendar year) based on the greater of either the physician’s faculty rank or the number of years of employment with UHMG. Faculty ranking, years of service, and corresponding vacation days are set forth as follows:

1. Instructor, Senior Instructor or Assistant Professor or less than five (5) years of employment. Twenty (20) PTO days in the calendar year.

2. Associate Professor or less than ten (10) years of employment. Twenty-Five (25) PTO days in the calendar year.

3. Professor or ten (10) or more years of employment. Thirty (30) PTO days in the calendar year.

B. No-Carry Over of PTO Days. Failure to use allotted PTO days during the respective calendar year will result in the physician’s forfeiture of the PTO days. No PTO days may be carried forward into any subsequent calendar year.

C. Pro-Rata PTO. The PTO allowances set forth above will be pro-rated based upon full-time employee (“FTE”) status with UHMG. In addition, any physician who begins employment prior to July 1 of any calendar year shall be entitled to the full complement of PTO days set forth above, pro-rated for FTE status, as applicable. Any physician who begins employment July 1 or later of any calendar year shall only be entitled to one half (½) of the PTO days set forth above, pro-rated for FTE status, as applicable.

D. PTO Requests. Requests for PTO will be submitted by the physician employee in accordance with this Policy Manual.

E. Increments of PTO Time. PTO that begins, ends or otherwise involves a half-day absence will be deemed to begin or end, as applicable, at noon. Absence beyond that time is considered a full-day absence and will be accounted for as one (1) day of PTO.
9. NON-PTO ABSENCES

**POLICY:** UHMG recognizes that a physician may request or otherwise need to be absent from work for reasons other than planned PTO. The Procedures set forth below explain the processes to be followed in order for a physician to account for absences other than planned vacation.

**PROCEDURES:**

A. **Illness.** Physicians who are temporarily ill and unable to work must make arrangements for adequate coverage of their administrative and clinical obligations. Time taken off for temporary illness will be deducted from the physician’s PTO days, at the discretion of the Department Chair.

B. **Bereavement Leave.** UHMG physicians may take time away from work for bereavement in the event of the death of a physician’s family member. Bereavement Leave is granted at the sole discretion of the Department Chair, and the physician may be asked to confirm his or her relationship to the deceased family member. Any Bereavement Leave granted in excess of five (5) scheduled work days will be deducted from physician’s PTO days, unless otherwise approved in writing by the Department Chair. It is the physician’s responsibility to make arrangements for adequate coverage of administrative and clinical obligations or to otherwise notify the Department Chair that, due to the bereavement circumstances, the physician is not able to timely make adequate arrangements.

Family member is defined as the physician’s spouse (or same-sex domestic partner), child, son/daughter-in-law, parent, parent-in-law, sibling, brother/sister-in-law, stepparent, grandparent, grandchild, and also includes the physician’s spouse’s (or same-sex domestic partner’s) similarly related family members.

C. **Family and Medical Leave Act (“FMLA”) Leave.** In compliance with the federal Family and Medical Leave Act (“FMLA”), UHMG provides up to twelve (12) work weeks of job-protected leave to eligible employees for any of the following: (1) the birth of a child, and subsequent newborn care; (2) the placement with the employee of a child for adoption or foster care; (3) the serious health condition of the employee’s family member; or (4) the serious health condition that makes the employee unable to perform the functions of his or her job. UHMG adheres to the FMLA Policy, Procedures, and Definitions set forth in the UHHS Policy & Procedure Manual, as amended from time to time. To the extent that these policies or a physician’s PSA contain any service time prerequisite to benefit or compensation (i.e., service time requirement to the payment of tail insurance), any time spent on qualified FMLA leave shall be credited towards such requirement.

D. **Leaves of Absence (“LOA”).** UHMG grants leaves of absence for military, personal, or medical reasons. All physicians returning from a LOA who wish to resume their former
positions must meet the professional qualifications set forth in Policy #2 as well as the requirements set forth below for the particular type of LOA.

1. **Temporary Military Leave / Military LOA.** The physician or the uniformed service in which duty is to be performed must provide UHMG with advance written or oral notice that the physician is leaving his or her job with UHMG for duty in the United States Uniformed Services (“USUS”). The physician’s benefits (not including salary, bonuses or other compensation, if any) as set forth in this Policy Manual will continue during the full length of the temporary military leave or the military LOA (unless applicable law or the benefit plan design prohibits such continuation) so long as the physician pays for such benefits pursuant to a payment plan agreed to in advance in writing by physician and the President of UHMG or his authorized designee.

   a. **Temporary Military Leave.** UHMG physicians will be eligible for a total of twenty-one (21) calendar days of paid temporary military leave per year for active or reservist armed services duties (“Service Duties”) in the USUS. Notwithstanding the physician’s receipt of military pay, during this twenty-one (21) calendar day time period that the physician is on temporary military leave, the physician will be paid a pro-rated portion of his or her regular compensation as set forth in his or her PSA. If the PSA does not set forth a formula for prorating physician’s compensation while performing Service Duties on temporary military leave, physician will receive the difference between his or her base compensation and the gross military pay received by the physician. Physicians will be required to provide UHMG with documentation of military pay, and will not be eligible for the above payments if the physician’s gross military pay exceeds the physician’s UHMG base compensation. Physicians will be reinstated without loss of seniority or benefits accrued prior to the initiation of the temporary military leave, provided that the physician returns to work for UHMG within the applicable time frames set forth under UHHS Policy HR-70.

   b. **Military LOA.** Any time spent for Service Duties in the USUS in excess of the twenty-one (21) days of temporary military leave permitted above will be considered a Military LOA. During the first three (3) months of the Military LOA, the physician will be paid the difference between his or her UHMG base compensation and the gross military pay received by the physician. After the first three (3) months of the physician’s Military LOA and for a period not to exceed an additional six (6) consecutive months, a physician who remains on Military LOA will be paid by UHMG an amount equal to fifty percent (50%) of his or her annual base compensation. After the expiration of that six (6) month period, UHMG will not be required to pay the physician any further compensation while the physician remains on Military LOA. Physicians will be required to timely provide documentation to UHMG of their military pay, and will not be eligible for the above payments if their gross military pay exceeds their UHMG base compensation. Physicians will be reinstated without loss of seniority or benefits accrued prior to the initiation of the LOA at the reasonable discretion of the President of UHMG and in consultation with the Department Chair, subject to
applicable requirements under the Uniformed Services Employment and Reemployment Rights Act (“USERRA”).

2. Personal LOA. A physician may be granted an unpaid LOA for compelling personal reasons upon written request to and approval from the Department Chair. If a physician requests a Personal LOA in excess of four (4) weeks, then he or she must also seek written approval from the President of UHMG. Approval of a Personal LOA will be subject to staffing and patient coverage requirements, as well as the physician’s overall work record, length of service, and reason for the request. A physician must use available PTO days prior to taking a Personal LOA. For Personal LOA time in excess of available PTO days, the physician’s benefits (not including salary or other compensation, if any) as set forth in this Policy Manual and the physician’s respective PSA will continue during the full length of the Personal LOA (unless applicable law or the benefit plan design prohibits such continuation) so long as the physician pays for such benefits pursuant to a payment plan agreed to in advance in writing by physician and the President of UHMG or the President’s authorized designee.

3. Medical LOA. Upon the written request to and approval from the Department Chair, a physician may be granted an unpaid LOA for medical reasons for his or her own serious health condition when he or she does not qualify for FMLA or needs an extension when FMLA has been exhausted and the physician has not been cleared to return to work. The duration of a given period of a Medical LOA will be limited to the length of the physician’s illness as directed by the physician’s health care provider. A Medical LOA cannot be taken intermittently or on a reduced schedule. A physician must use available PTO days prior to taking a Medical LOA. The maximum amount of leave that may be granted under the Medical LOA will be twenty-six (26) work weeks less the number of FMLA weeks and/or vacation weeks taken by the physician. For Medical LOA time in excess of available PTO days, the physician’s benefits (not including salary or other compensation, if any) as set forth in this Policy Manual will continue during the full length of the Medical LOA (unless applicable law or the benefit plan design prohibits such continuation) so long as the physician pays for such benefits pursuant to a payment plan agreed to in advance in writing by physician and the President of UHMG or his authorized designee. Physicians will be reinstated at the reasonable discretion of the President of UHMG and in consultation with the Department Chair.

E. Jury Duty. UHMG will excuse from work any physician who has been summoned for jury duty. The duration of such excuse from work will correspond to the length of time that such physician is required to be physically present at a location (other than a work location designated by UHMG) in order to comply with the jury summons. Physician will provide to UHMG proof of his or her jury duty service upon request by UHMG. If a physician reports but is released from jury duty, he or she is expected to contact the UHMG Administrator and/or his or her Department Chair to promptly determine work scheduling obligations. It is the physician’s responsibility to make arrangements for adequate coverage of all academic and clinical obligations. Physician absences for jury duty shall not be deducted from PTO.
10. EXPENSE REIMBURSEMENT & CONTINUING EDUCATION

POLICY: UHMG will reimburse each physician for eligible expenses incurred and paid for by the physician. The amount of reimbursement is subject to this Policy Manual and the physician’s PSA.

PROCEDURES:

A. **Professional Expense Reimbursement**: Each calendar year, physician may apply to his or her Department Chair, for the reimbursement of eligible professional expenses, up to, but not to exceed, the amount set forth in the Physician’s PSA. Subject to the limits set forth below, the following expenses are deemed to be eligible expenses:

1. The cost of medical license issued by the State Medical Board of Ohio;
2. The cost of dues or other charges for membership in professional medical organizations or associations;
3. The cost of travel, lodging, meals and attendance at medical association meetings, seminars, post-graduate courses offered by any national association or continuing education courses, subject to Paragraph C, below;
4. The cost of subscriptions to medical journals;
5. The cost of medical books or texts;
6. The cost of mileage incurred for non-routine and non-commuter related travel in the course of UHMG employment.

B. **Pro Rata Adjustments**: The professional expense reimbursement allowances set forth in this Policy (or as modified in the physician’s PSA) will be pro-rated based upon full time employee (“FTE”) status with UHMG. In addition, any physician who begins employment prior to July 1 of any calendar year shall be eligible for the complete amount of professional expense reimbursement, pro-rated for FTE status, as applicable. Any physician who begins employment July 1 or later of any calendar year shall only be eligible for one half (½) of the professional expense reimbursement, pro-rated for FTE status, as applicable. Other than approved professional expense reimbursement under this policy, physician employees are not entitled to any unused funds, and no such funds shall be carried over from year to year.

C. **Expenses Excluded by Reimbursement**: Notwithstanding any other provision in this Policy or the Policy Manual, UHMG will not reimburse a physician for the following expenses:

1. The cost of dues for social club memberships;
2. The cost of travel, lodging, meals and attendance at a meeting, seminar or course held outside the boundaries of the United States of America, unless such meeting,
3. The cost of air transportation to a particular meeting, seminar or course in excess of coach rates for the same trip on the same public carrier;

4. The cost of lodging and meals incurred in conjunction with attendance at a particular meeting, seminar or course in excess of $400.00 per day up to a maximum as set forth in the physician’s PSA;

5. The cost of non-business related telephone calls or internet usage incurred in conjunction with attendance at a professional meeting, seminar, course or with other business travel;

6. The cost of non-Ohio medical licenses;

7. The cost of any technology purchased or acquired by or on behalf of the physician for his or her own convenience;

8. Any expense incurred in a manner that does not conform to the UHHS Employee Expense Reimbursement policy.

D. **Submission of Claims and Reimbursement to Physician.** Claims for reimbursement must be submitted to UHMG within sixty (60) days of the incurrence of the expense in order to be eligible for reimbursement. Reimbursements to a physician for all permitted expenses will be paid by UHMG within sixty (60) days of the submit date. In order to receive reimbursement, physician shall comply with the requirements of the UHHS Employee Expense Reimbursement policy.

E. **Limitation on Claims and Reimbursement.** Only expenses arising in a respective year are reimbursable in such year. If a physician’s expenses in a year are in excess of the benefit or allowance permitted for that physician in such year, such expenses will not be reimbursable in the then current or any succeeding year. If a physician’s claims for reimbursement for a year are less than the allowances or benefits provided for with physician, the unused benefit shall be forfeited. A physician may not transfer or cash out unused allowances.

F. **Reimbursement Limits.** Reimbursement for professional expenses is subject to departmental budgets, and thus may vary among and between departments. If the physician’s PSA does not set forth a limit on reimbursement for professional expenses, then the following limits shall apply:

1. Instructor, Senior Instructor, or Assistant Professor: not to exceed $5,000.00 annually
2. Associate Professor: not to exceed $7,500.00 annually
3. Professor: not to exceed $10,000.00 annually
11. OUTSIDE ACTIVITIES

POLICY: UHMG recognizes the value and necessity of permitting its physician employees to engage in professional medical, clinical, research and educational activities outside of the scope of their employment with UHMG. It is the policy of UHMG, upon prior approval, to permit physician employees to engage in such activities, and to retain any compensation therefrom. Absences from scheduled work hours due to outside activities approved under this Policy shall be deducted from PTO.

PROCEDURE: Before engaging in any such outside activities, the physician employee must first: (i) obtain the written approval of his or her respective Department Chair; and (ii) provide evidence satisfactory to UHMG of his or her purchase of sufficient insurance coverage regarding the activity; and (iii) comply with UHMG policies related to any fees or compensation generated as the result of the outside activity. Unless the President of UHMG specifically agrees in writing, UHMG will not provide any physician with any malpractice coverage for outside activities (including any moonlighting services). In such cases, the physician must obtain his or her own separate malpractice insurance.

A. Expert Testimony and Consulting.

1. Expert Testimony Fees/Participation. Physician employees may provide expert testimony and retain all income from such testimony only if the physician employee:

   a. does not participate in or permit his or her retention or engagement as an expert witness or consultant on behalf of a plaintiff who threatens a claim or brings a claim against any other UHMG physician or any member of the medical staff of UHCMC or any UHHS subsidiary or affiliate; and

   b. fully completes and submits written notice to his or her Department Chair and notifies the UHMG President and UHHS Law Department – Claims and Litigation Section at least thirty (30) days prior to permitting his or her retention or engagement as an expert witness or consultant; and

   c. obtains the approval of his or her Department Chair prior to providing expert testimony; and

   d. provides any such expert testimony in a manner that does not interfere with physician’s administrative or clinical activities or otherwise occur at such times as physician is scheduled or required by the respective Department Chair to provide services on behalf of UHMG.

2. Consulting Arrangements. Physician employees may provide consulting services and retain income from services only if the physician employee:
a. obtains the written agreement of his or her Department Chair and the UHMG president permitting the Physician to engage in the specified consulting arrangement; and

b. provides evidence to his or Department Chair and the UHMG President that the consulting arrangement between the Physician and the third party is set forth in writing and does not involve activities that will undermine or be inconsistent with the mission of UHMG, UHCMC, UHHS or CSM; and

c. Neither UHMG, UHCMC, UHHS nor CSM will be responsible or liable for any professional liability or other liability which may arise as a result of the physician’s participation in the consulting arrangement.
Section C
Facilities, Records, Billings, Fees
12. USE OF SERVICES & FACILITIES

POLICY: All physician employees are required to use the services and providers available from UHHS or its subsidiaries and affiliates whenever such services are medically necessary, available and appropriate except to the extent that a legitimate clinical or patient preference reason to use other services applies.

PROCEDURES: In order to promote cost-effective and efficient care and to promote the delivery of quality care and continuity of care for patients of UHMG, UHCMC and their affiliates, all UHMG physicians are required to use services available from UHHS or its subsidiaries and affiliates whenever such services are medically necessary, except when:

A. The patient requests the use of a different provider, practitioner or supplier;

B. The use of a different facility is required by the terms of a patient’s enrollment or participation in an insurance or other health care plan;

C. In the physician employee’s professional judgment, the use of a UHHS subsidiary or affiliate to provide such services is not in the best medical interests of the patient; or

D. Such services are medically appropriate and unavailable from a UHHS subsidiary or affiliate.
13. UHMG FACILITIES, EQUIPMENT AND SUPPORT SERVICES

POLICY: UHMG will provide each physician employee with appropriate medical office space, facilities and equipment, technical and other support personnel, supplies, insurance and such other support determined by UHMG to be consistent with UHMG’s approved budget and otherwise reasonably required for the provision of professional services UHMG’s physician employees. UHMG retains all proprietary interest of in its tangible or intangible business assets, and unless otherwise expressly set forth in writing, no physician employee shall acquire any right, title or interest in any UHMG asset.

PROCEDURES:

A. Services and Support Provided or Arranged by UHMG. All services and support will be arranged by UHMG in accordance with its budget and operational requirements. UHMG physicians may request (and may recommend that their respective Department Chair request) applicable support services and equipment reasonably necessary for the physician to perform his or her duties in accordance with this Policy Manual and his or her PSA. Such requests must be submitted in writing to the physician’s respective Department Chair and to the UHMG Practice Administrator.

B. Corporate Assets. Every UHMG physician agrees that in the event he or she ceases to be employed by UHMG, such physician will promptly cease the use of all UHMG staff, supplies and resources, and return to UHMG all tangible and intangible interests (including but not limited to computers, Blackberry devices, cellular telephones purchased by UHMG) as well as documents, forms, contracts, lists and completed work or work in progress relating to the affairs, trade secrets and/or intellectual property (collectively, “Corporate Assets”) of UHMG, UHCMC, UHHS and any of their affiliates and subsidiaries as well as any personal property of UHMG, UHCMC, UHHS or their affiliates and subsidiaries which is in the physician’s possession or control.

C. Use of UHMG Property. UHMG physician employees will use UHMG property only for authorized purposes. Physicians will be held responsible for their care of UHMG property, intentional misuse of property, loss of property, or unauthorized removal of property from the premises. No UHMG physician will use Corporate Assets or any UHMG staff or other UHMG resources for any private or illegal purposes or for any political purposes.

D. Exception. If there is a conflict between this Policy and the UHHS Policy governing intellectual property, then the UHCMC Policy governing intellectual property shall apply.
14. FEES

POLICY: All revenue generated by any UHMG physician employee in the course of or as a result of his or her employment by UHMG will be owned by and belong to UHMG. As a condition of employment with UHMG, all physician employees are under a continuing to disclose to UHMG all sources of fees, revenue or payments received by any physician employee in accordance with this policy and his or her UHMG PSA, and promptly to update any such disclosure upon a change in the underlying information.

PROCEDURES:

UHMG Fees. Unless otherwise excepted under UHMG’s policy governing “Outside Activities” all fees or other income attributable to clinical, administrative or any other services rendered by any UHMG physician employee in the course of his or her employment by UHMG as well as all fees generated as a result of physician employee’s participation in any professional activities (all such fees and income are collectively referred to in this Manual as “UHMG Fees”) will be the income of UHMG unless UHMG, with the consent of the applicable Department Chair, agrees in writing to alternate arrangements respecting income generated by the physician employee.

Veteran’s Administration Fees. On a case by case basis, UHMG will consider alternate arrangements for physicians providing services at a Veterans Administration hospital or for other third parties that are required by law to pay the physician directly.

CSM Fees/Compensation. In accordance with the terms of Exhibit A to each physician employee’s UHMG PSA, each physician shall disclose all funds, fees or compensation received from CSM. Unless otherwise expressly agreed to in writing between UHMG and a physician employee, any such CSM compensation shall remain the sole responsibility of CSM, and shall not be considered UHMG Fees.
15. BILLING POLICIES

A. ASSIGNMENT OF BILLING AND COLLECTION RESPONSIBILITY

POLICY: By accepting employment with UHMG, each physician employee appoints UHMG or its designee as attorney-in-fact with respect to all billing and collection matters to the full extent authorized by law.

PROCEDURES: Each physician employee authorizes UHMG or its designee to enter into managed care agreements and oversee the administration of such agreements and to determine and implement billing and collection practices for the receivables generated by each physician. As a physician employee of UHMG, physicians are not permitted to submit any separate or additional billings or invoices to patients, public or private third-party payers, or other responsible parties, unless expressly directed or permitted to do so by UHMG. Physicians are required to execute any certification or other form(s) as may be necessary to qualify and authorize UHMG or its designee to directly bill Medicare, Medicaid or any other third-party payer. All UHMG physician employees agree to accept assignment for all of UHMG’s Medicare and Medicaid patients and to reassign such assignment to UHMG.

B. NO BALANCE BILLING

POLICY: All UHMG physician employees agree to hold each and every UHMG patient harmless from any balance or other amounts that may be due or owing to UHMG.

PROCEDURES: No UHMG physician employee is permitted to personally seek compensation for services rendered by such physician to any UHMG patient. No UHMG physician employee is permitted to bill or otherwise attempt to collect from a patient any amount for which such physician believes or claims that UHMG is liable to pay the physician pursuant to this Manual or the physician’s PSA.

C. BILLING RECORDS

POLICY: All UHMG physician employees rendering services on behalf of UHMG will timely complete all necessary documentation and records required in order to bill and collect for such service or otherwise required in order for UHMG to conduct its business and operations.

PROCEDURES: All UHMG physician employees are expected promptly and accurately to complete, maintain and provide UHMG (or its billing agent as may be designated by UHMG) with all medical and related billing records, including all charge tickets respecting all patient care services rendered by each respective physician. Physician employees are also obligated accurately to complete on a timely basis all forms and ancillary records required (i) by UHCMC or any other UHHS
hospital, ambulatory care center or other facility at which or on whose behalf the physician performs services; (ii) pursuant to UHMG’s and/or the Department Chair’s policies and procedures; (iii) by third party payers; and (iv) in order to facilitate the prompt billing and collection of charges for services rendered by the physician employee. All records must be adequate and appropriate to support the billing for each patient encounter in compliance with all applicable laws and regulations. Each physician employee will ensure that he or she has complied with the following medical record documentation and reimbursement requirements:

1. Deliver a personal and identifiable service before submitting any documentation for reimbursement to UHMG;

2. Clearly identify his or her notes in each medical record/chart with a legible name and date;

3. Clearly and legibly record an admission note in each patient’s medical record/chart upon such patient’s admission to any facility;

4. Clearly and legibly record a handwritten discharge note in the patient’s medical record/chart prior to discharge;

5. Complete all medical records/charts in a legible manner no later than thirty (30) days after the patient’s discharge;

6. Ensure that all residents, if any, involved in the patient’s diagnosis and/or treatment have properly complete all applicable medical records/charts;

7. Ensure that all documentation in the medical records/charts and otherwise submitted to UHMG or the applicable facility supports the service level, diagnosis, procedure codes and DRG assignment for which reimbursement will be submitted/requested; and

8. Timely dictate a discharge summary for all hospital inpatients with a stay in excess of 48 hours, excluding newborns and uncomplicated vaginal deliveries.

9. Adhere to the documentation and timeliness requirements of this policy, which adherence will be considered by UHMG in evaluating physician’s performance as an employee of UHMG, including but not limited to the potential award of any incentive compensation.

10. Provide all data necessary for timely charge entry and meeting any departmental policies or requirements for timely entry.
16. RECORDS AND REPORTS

POLICY: All paper and electronic clinical, business, quality, financial and other records, charts, reports and similar information and documents (collectively, the “Records”) that are maintained in any form, format or media in connection with the care of patients and/or the operation and business of UHMG, UHCMC, UHHS or their subsidiaries and affiliates are the exclusive property of UHMG, UHCMC, UHHS or the respective subsidiary or affiliate and subject to their exclusive control.

PROCEDURES:

A. Ownership and Removal of Records. During the term of their employment, UHMG physician employees will have reasonable access to all applicable Records, but are not permitted to remove, copy or otherwise duplicate or disclose such Records without the prior written consent of UHMG or the management of the entity that maintains and owns the Records. Any physician employee who removes any Records is solely responsible for the proper handling, security and return of such Records. A physician who removes Records from any UHMG or other designated Records storage or maintenance location must inform the proper custodian of such Records that the physician has removed the Records and must further inform such custodian of the purpose of such removal. Physician employees who remove Records will be held accountable for compliance with all confidentiality requirements pertaining to such Records. Upon resignation or termination of any physician’s employment with UHMG, physician shall be required immediately to return any Records retained by or otherwise in the possession of physician.

B. Access to Records Upon Termination of Employment. Upon the termination of a physician’s employment with UHMG, UHMG will furnish such physician, consistent with applicable law, a copy of a patient’s Records upon receipt of a valid signed release from the patient, at a copying charge not to exceed the maximum amount permitted under Ohio law. Additionally, upon termination of a physician’s employment with UHMG, such physician will be entitled to obtain copies of patients’ medical Records for the following purposes: (i) if necessary for physician to complete any medical treatment or service to a patient then currently under the physician’s care; (ii) subject to applicable law, to enable the physician to defend any malpractice or other claim respecting the care rendered to such patient; and (iii) with respect to patients who have been under the physician’s care, to enable the physician to respond to then current and on-going payer audits or governmental inquiries mandated or permitted under applicable law.

C. Confidentiality of Records. All patient information is confidential and privileged and is not permitted to be divulged or disclosed except as required or permitted by law for medical professional purposes and in accordance with any applicable policies or procedures of UHMG or the UHHS affiliate or subsidiary which maintains and controls the records. Every UHMG physician employee is required to comply with all UHHS policies and procedures relating to the privacy regulations set forth under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and with UHMG’s
status as an “Affiliated Covered Entity” (as such term is defined under HIPAA) of UHCMC.

D. **Government Access.** Upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General or their representatives, each UHMG physician is expected to make available his or her PSA and other books, documents and records to the extent required for reimbursement by Section 952 of the Omnibus Reconciliation Act of 1980 and the regulations promulgated thereunder, as they may be amended from time to time, subject to applicable privileges and immunities; this provision will remain applicable to each UHMG physician employee for at least six (6) years after the respective physician last renders services for or on behalf of UHMG, notwithstanding any termination, cancellation, rescission or expiration of the respective physician’s PSA.
Section D
Physician Employee Conduct – Compliance, Liability Coverage, Communications
17. COMPLIANCE

POLICY: UHMG employed physicians shall comply with the UH Code of Conduct, all UHHS Physician Transaction Policies, Compliance and Ethics Policies, Finance Policies, and Organizational Integrity or other compliance policies, which are expressly incorporated herein.
18. CONFIDENTIALITY

POLICY: All UHMG physician employees will maintain the confidentiality of all “Confidential Information” in accordance with the Procedures set forth below.

PROCEDURES:

A. General Rule. During the course of employment by UHMG, physicians employees will acquire information concerning UHMG’s finances, business practices, long-term and strategic plans, patient lists, demographic and marketing information, intellectual property information, physician and patient information (including information contained in “Records” as such term is defined in this Policy Manual) and other similar information, which information is not generally available from third parties or otherwise a matter of public knowledge in the industry; in addition, information physician acquires from any entity in connection with sponsored research, clinical trials or other agreements and any information generated in connection therewith (collectively, the “Confidential Information”). The Confidential Information is and will remain the sole and exclusive property of UHMG. Such Confidential Information shall not include physician employee’s copy of his or her own W-2 form. No physician employee is permitted, at any time during the term of his or her PSA or thereafter, for any reason whatsoever, to use for any purpose or disclose or distribute to any person or any entity or organization, including any government organization (unless under compulsion of judicial or administrative process) any of UHMG’s Confidential Information. Each UHMG physician employee agrees to comply with all applicable Laws regarding the security and confidentiality of patient health care information including, but not limited to, any regulations, standards or rules promulgated under HIPAA.

B. Non-Disclosure of Employment Information. Except as otherwise required by applicable Law, no UHMG physician employee is permitted at any time during the term of his or her PSA and the one (1) year period immediately following the termination of the PSA, for any reason whatsoever, to disclose or distribute to any person or any entity or organization, including any competitor of UHMG, any other physician employed by UHMG or any governmental agency (unless under compulsion of judicial or administrative process), the PSA, any information about the PSA or the terms and conditions of the physician’s employment with UHMG contained in the PSA or any related documents (collectively, “Employment Information”).

C. Exceptions to Non-Disclosure Requirements. The following exceptions will apply: (i) a UHMG physician employee may disclose such Employment Information to the physician’s spouse, accountant, financial advisor, attorney, a bona fide financial institution to which the physician is applying for credit (each a “Permitted Confidant”) as long as the physician employee obtains the prior agreement from such person or persons to maintain the confidentiality of such Employment Information; (ii) Employment Information may be disclosed if such disclosure is required by UHMG and/or the respective Department Chair in the ordinary course of UHMG business or otherwise for the diagnosis and/or treatment of any patient; and (iii) UHMG may disclose any
information, including Employment Information, to a third party for UHMG’s business needs (including any entity providing practice management services to UHMG and any accreditation or licensing agency) and UHMG’s and/or such third parties’ respective accountants, auditors, insurers, credentialing agents and attorneys.

D. Disclosure Due to Compulsory Process. If a physician employee or UHMG becomes subject to compulsory process to disclose Employment Information, such party will give the other party and the UHHS General Counsel immediate oral and written notice of such process, and the parties will cooperate with each other to prevent such disclosure. For purposes of this Policy Manual, “Employment Information” is intended to cover the specific terms and conditions of the PSA, this Policy Manual and the physician’s employment at UHMG and will not include: (i) credentialing information about the physician; (ii) general information concerning the physician’s qualifications or requirements for future employment (e.g., number of years of experience, types of procedures, number of years that physician has been employed by UHMG, future salary requirements, etc.); or (iii) any information about the physician employee which is public information.

E. Remedies for Disclosure. UHMG and its physician employees agree that any disclosure of Confidential Information or Employment Information in violation of this Policy Manual will result in irreparable injury to UHMG. For that reason, and because actual damages that might be sustained by UHMG might be difficult to ascertain and may not be adequate to redress any injuries, UHMG may, in addition to all other remedies provided by law or otherwise, seek and obtain an injunction to prevent a breach or contemplated breach of any obligation of any physician to maintain the confidentiality of and not otherwise disclose any Confidential Information or Employment Information.
**19. LIABILITY FOR PRIOR ACTS; PROFESSIONAL MALPRACTICE AND OTHER LIABILITY COVERAGE**

**POLICY:** UHMG will arrange for, obtain and pay for, professional liability and other insurance coverages deemed appropriate by UHMG, subject to the Procedures set forth below.

**PROCEDURES:**

**A. Liability for Prior Acts.** UHMG physician employees retain all liability for, and will maintain adequate liability insurance coverage at their sole cost and expense for any claim or lawsuit (including claims for medical professional, general liability or auto liability) if such claim or lawsuit occurred, or the act or omission giving rise to the claim or lawsuit occurred, before the effective date set forth on the physician employee’s PSA. This is the case regardless of when the claimant first chooses to pursue a claim or lawsuit and regardless of when the claim is first made known to the physician or UHMG. All UHMG physician employees are required to furnish evidence satisfactory to UHMG of such insurance coverage covering such prior acts and liabilities.

**B. Provision of Professional Malpractice Insurance Coverage.** UHMG will provide, arrange and pay for professional malpractice insurance covering each UHMG physician employee’s practice under the provisions of his or her PSA. Such coverage will be in the amounts, under such policy forms and in accordance with the standards, requirements and procedures as such coverage is provided to other physicians similarly situated in UHMG’s practice. UHMG may provide or arrange for insurance for other types of risks (e.g. general liability policy). Each UHMG physician employee agrees that this protection may be provided through Western Reserve Assurance Co. Ltd. or in any other commercially reasonable form or manner as may be approved for such purpose from time to time by the President of UHMG.

**C. UHMG’s Provision of Tail Insurance.** Subject to Paragraph D, below, UHMG will provide, at UHMG’s expense, tail coverage for professional liability covering events that occurred during the term of the respective physician’s PSA and made and properly reported to UHMG’s insurer only if:

1. UHMG terminates the physician’s PSA without cause at any time; or

2. The physician’s PSA is not renewed by UHMG; or

3. The physician or UHMG terminates his or her PSA without cause after the physician has been employed by UHMG for five (5) years or more; or

4. The physician terminates his or her PSA without cause after at least two (2) years of employment by UHMG, so long as the physician was employed for at least
three (3) consecutive years by a UHCMC and SOM based faculty plan immediately prior to joining UHMG; or

5. The physician terminates his or her PSA for good reason in accordance with this Policy Manual. For purposes of this provision, the term “good reason” shall include physician’s disability; or

6. The physician’s PSA is terminated after the physician completes at least three (3) years of employment with UHMG, and such termination is due to the physician’s permanent retirement from the practice of medicine.

D. No Requirement for UHMG to Purchase Tail Insurance. UHMG is not obligated to purchase tail insurance for professional liability coverage except as set forth in Paragraph C, above, and, notwithstanding the provisions of Paragraph C, above, will not provide or pay for any such coverage:

1. For any physician who owes funds to UHMG, UHCMC, UHHS or any of its subsidiaries or affiliates, that are outstanding as of the effective date of termination of the physician’s PSA. If, however, the physician fully repays such outstanding funds to UHMG within thirty (30) calendar days of the effective date of the termination of his or her employment, then UHMG will provide and pay for the physician’s tail coverage for professional liability if such coverage would otherwise have been purchased by UHMG under this Policy Manual; or

2. For any physician who becomes employed by a competitor of UHMG, UHCMC or UHHS in any of the Northeast Ohio Counties listed below regardless of the number of years the physician has been employed by UHMG. The Northeast Ohio Counties are: Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Mahoning, Medina, Portage, Summit and Trumbull; or

3. For any physician who is terminated by UHMG for cause in accordance with this Policy Manual, regardless of the number of years the physician has been employed by UHMG.

4. In each of these instances, the physician is required to obtain, at his or her cost and expense, tail coverage for professional liability satisfactory to the President of UHMG.
20. COOPERATION WITH DEFENSE OF CLAIMS

POLICY: All UHMG physician employees will cooperate with and participate in if so requested by UHMG, the defense of any claim or threatened claim, whether such cooperation and participation is required during the term of the physician’s PSA or after the termination of the physician’s PSA.

PROCEDURES: All current and former UHMG physician employees must notify the President of UHMG or the President’s designee in writing within three (3) business days of learning of or otherwise receiving notice of any claim or threatened claim involving: (i) the physician’s provision (or failure to provide) services; or (ii) any other act or omission of the physician which is governed by, subject to, or arises under, the physician’s PSA or any Policy in this Manual.
21. PHYSICIAN HIRING WITHIN UHMG

POLICY: No physician or other individual may be hired, employed or engaged by UHMG without the prior written consent of the President of UHMG or the President’s authorized designee.

PROCEDURES:

A. Hiring and Engaging Physicians and Other Individuals. No Department, Department Chair, Division Chief, Director or UHMG physician employee is permitted to enter into a PSA or other employment agreement or independent contractor arrangement in order to hire, engage or contract with any physician or other individual for the provision of services on behalf of UHMG without prior consultation with, and written approval from, the President of UHMG or the President’s authorized designee.

B. Assignment to Departments/Divisions. All physician employees, including any new physician hired by UHMG will be assigned to an existing Department, and if applicable, a Division, based on the physician employee’s respective medical/surgical specialty (if there already exists a Department that governs the applicable medical or surgical specialty) and other applicable criteria determined by UHMG with the concurrence of the applicable Department Chair(s).
22. NONSOLICITATION AND NON-DIVERSION

POLICY: All UHMG physician employees will comply with the prohibitions set forth in this Policy and the Procedures below regarding soliciting other UHMG employees, enrollees and patients, and interfering with contractual relationships of UHMG, UHCMC, UHHS or their affiliates.

PROCEDURES:

A. Solicitation of Patients/Members. During the term of his or her PSA, and for one (1) year following the termination of the PSA, no physician is permitted to directly or indirectly:

1. Advise or counsel any patient to disenroll as a member from a health benefits plan that uses UHMG or any of its affiliates as a provider; or

2. Solicit such patient or member to become enrolled as a member with any competing health insurance corporation, preferred provider organization, alternative delivery system, or any other similar hospitalization or medical payment plan or insurance company that has not entered into a provider agreement with UHMG or any of its affiliates.

B. Non-Diversion. During the term of his or her PSA, and for one (1) year following the termination of the PSA, no physician is permitted to directly or indirectly, on his or her own behalf or on behalf of any other person, organization or entity, individually or collectively, in any manner:

1. Employ, engage, contract in any manner for the services of, induce or solicit the services of any employee of UHMG, UHCMC, UHHS or their respective subsidiaries and affiliates, to work for the physician or any person, corporation, partnership, sole proprietorship, governmental agency, organization, joint venture or other entity with whom or which the physician is associated; or

2. Otherwise interfere with any contractual relationship of UHMG, UHCMC, UHHS or any of their respective subsidiaries and affiliates.

C. Establishment of Medical Practice. Nothing in this Policy Manual is intended to prohibit a physician, upon termination of his or her PSA for any reason, from establishing a medical practice in a manner and location that does not conflict with any of the provisions of this Policy Manual or the physician’s PSA.
23. COMMUNICATIONS

POLICY: All written, electronic and oral communications will properly represent UHMG and will not be made in such a way as to confuse any patient or the public or otherwise to hold out UHMG or the UHMG physician employee as providing a service, maintaining an affiliation or supporting or negating a position which has not been approved by the President of UHMG and is not consistent with the charitable mission of UHMG.

PROCEDURES:

A. Use of UHMG Letterhead & Logos for Written Communications. All written communications made by any UHMG physician with patients or any other individual or entity regarding any matter involving UHMG, including any will be on appropriate letterhead developed and provided by or otherwise approved for use by UHMG management. All patient communications shall be on approved letterhead, but in no even shall any patient communication be on letterhead co-branded with the CSM.

B. Electronic and Telephonic Communications. All electronic and telephonic communications made by any UHMG physician with a patient or any other individual or entity regarding any matter involving UHMG will be made using the UHHS-assigned e-mail and telephone systems and not the e-mail or telephone systems of any other entity. Notwithstanding the forgoing, UHMG recognizes that in the interests of providing quality and timely care to patients and to provide for the efficiency and convenience of each physician’s delivery of quality care on behalf of UHMG, physician’s may use their own cellular telephones or home telephones for purposes of communicating with UHMG patients and otherwise performing their respective obligations under their PSA and this Policy Manual, so long as such use does not compromise the confidentiality of any Confidential Information (as such term is defined in this Policy Manual). UHMG is not responsible for any breach of a patient’s confidentiality caused by a physician’s use of a communication system that is not operated and maintained by UHMG, UHCMC or UHHS.

C. Badges. All UHMG physician employees will wear and prominently display badges approved by UHMG and consistent with badges and identification required by UHCMC or any other UHHS facility at which the physician employee is primarily assigned to provide services on behalf of UHMG.

D. Business Cards. All UHMG physician employees will be provided business cards which set forth the physician’s title, main business address, telephone number, facsimile number, electronic-mail address and any other information deemed necessary and appropriate by UHMG management. When transacting services for UHMG or otherwise providing services to any UHMG patient, physicians are permitted to provide patients and third parties with their UHMG business card. UHMG physician employees will not provide such patients or third parties with other business cards if doing so will confuse the patient or third party as to the nature and scope of the physician employee’s activities on behalf of UHMG.
24. APPEARANCE; PHYSICAL EXAMINATIONS; EMPLOYEE ASSISTANCE

POLICY: All UHMG physician employees will maintain a professional personal appearance and will cooperate with UHMG to address any applicable health concern involving the physician employee in order to ensure the health and safety of the physician, other UHMG staff and patients.

PROCEDURES:

A. **Personal Appearance.** All UHMG physicians will comply with UHHS policies regarding their personal appearance.

B. **Good Health & Physical Examinations.** By accepting employment with UHMG, each physician agrees that, to the best of his or her knowledge, he or she is in generally good physical and mental health, and is not suffering from any condition which could, with or without reasonable accommodation, impair the physician employee’s ability to provide competent medical care to patients or to perform the other essential functions of the physician's job, including the other obligations as set forth in this Policy Manual and the physician’s PSA. Each UHMG physician employee agrees to submit to medical examinations, including drug screens, as reasonably requested by UHMG management and/or the physician’s respective Department Chair if UHMG or the Department Chair expresses a reasonable, good faith belief that the interest of any patient, staff or physician employee requires such an examination or if such examinations and/or screens are generally required by UHMG for all other UHMG employees in the same Department. Such medical examinations will be performed by a qualified physician reasonably selected by the Department Chair in consultation with UHMG management. All UHMG physician employees agree to waive any doctor-patient privilege with respect to such examinations and to direct the selected physician and other medical providers performing such examinations to provide detailed information to UHMG and the respective Department Chair concerning the results of such examinations, including information sufficient to allow UHMG and the Department Chair to make informed judgments about physician’s fitness to care for UHMG’s patients and about the possible need for accommodation for special needs of the physician employee. Such information will include diagnosis, symptoms, course of treatment, prognosis and special needs to be accommodated and will be kept strictly confidential by UHMG and the Department Chair in accordance with applicable law.

C. **Access to Employee Assistance Program.** All UHMG physician employees will have access to the UHHS Employee Assistance Program (“EAP”) and/or Employee Health Services, in accordance with UHHS policies.
25. PROFESSIONAL BEHAVIOR

POLICY: All UHMG Physicians shall abide by and be subject to the UHHS Professional Behavior Policy.
Section E
Termination Provisions
26. TERMINATION OF EMPLOYMENT – WITHOUT CAUSE AND NON-RENEWAL

POLICY: A physician’s employment with UHMG may be terminated without cause in accordance with this Policy. The non-renewal of a physician’s PSA may occur by either party but only in accordance with this Policy and the PSA. All non-renewals will be treated as a termination without cause in accordance with this Policy. Any termination or non-renewal of a PSA pursuant to this Policy will result in the automatic termination of the physician’s medical staff privileges at UHCMC and any other UHHS hospital or facility. Such termination of medical staff privileges will be deemed and treated as a voluntary resignation of privileges by the physician.

PROCEDURE: Unless otherwise set forth in physician’s PSA, a non-renewal of a physician’s PSA and a termination of a physician’s employment without cause may occur only in accordance with the following:

A. By UHMG: Following the expiration of the Initial Term of the physician’s PSA, UHMG may decide not to renew the physician’s PSA or may otherwise terminate (after consultation with the physician’s respective Department Chair) the physician’s employment without cause at any time and for any reason. In order to effectuate such non-renewal or “without cause” termination, UHMG must give the physician advance written notice, in accordance with the physician’s PSA. If the PSA is silent regarding this notice requirement, UHMG shall be required to give 120 days advance written notice.

B. By Physician: Following the expiration of the Initial Term, the physician may determine not to renew the physician’s PSA or may otherwise terminate his or her PSA without cause at any time and for any reason. In order to effectuate such non-renewal or “without cause” termination, the physician must give UHMG advance written notice, in accordance with the physician’s PSA. If the PSA is silent regarding this notice requirement, UHMG shall be required to give 120 days advance written notice.

C. Acceleration of Physician’s “Without Cause” Termination: If a physician elects to terminate his or her PSA without cause as permitted by this Policy, then at any time following receipt of notice of the “without cause” termination, UHMG may accelerate the effective date of such termination or the non-renewal. In the event of such acceleration, the physician will be paid for a period of thirty (30) days after the accelerated date of termination. Such payments will be made pursuant to UHMG’s regular payroll procedures.
27. TERMINATION OF EMPLOYMENT – BY
UHMG

POLICY: Physician’s employment with UHMG may be terminated for cause by UHMG in accordance with this Policy.

PROCEDURE: Unless otherwise set forth in the physician’s PSA, a termination of physician’s employment for cause may occur only in accordance with the following:

A. **Definition of “For Cause”**: A physician’s PSA may be terminated by the President of UHMG after consultation with the Department Chair “for cause” (as defined below) by providing thirty (30) calendar days’ advance written notice to the physician. Physician’s employment shall automatically terminate, including the cessation of all payments, obligations and duties upon the expiration of the 30 day notice period. **For purposes of a UHMG termination “for cause,” the term “for cause” means any one or more of the following:**

1. Material breach of the physician’s PSA, any Policy set forth in this Manual, or any applicable policy of UHCMC or any UHHS affiliate or subsidiary, expressly including, but not limited to any organizational integrity or compliance program or policy of any such entity;

2. Conviction (including guilty plea or plea agreement) for a felony or the physician’s agreement to a consent decree or other judicial order or administrative settlement with respect to fraud or abuse or misconduct involving activities regulated by any governmental health care or accreditation agency;

3. Failure to obtain or properly maintain any professional license or any privilege, membership or right to practice at UHCMC or any UHHS affiliate or subsidiary if such license, privilege or right is necessary for the physician to fulfill duties assigned to physician under his or her PSA, this Policy Manual or otherwise by his or her Department Chair;

4. Any suspension, revocation, restriction on or loss of any professional license or of any privilege, membership or right to practice at UHCMC or any UHHS affiliate or subsidiary (except for suspensions purely as a result of an administrative cause);

5. Termination of the physician’s faculty appointment at the Case School of Medicine;

6. An increase in professional liability insurance premium for the physician, if the amount of the increase is equal to or greater than one hundred and five percent (105%) of the average premium charged or assessed to or otherwise computed for similarly situated UHMG physicians in the same Department; or cancellation or
denial of insurance coverage for the physician for reasons other than solely UHMG’s failure to pay the insurance premium;

7. Evidence of current alcohol, substance or drug abuse;

8. Physician is the subject of an allegation of any of the following violations:
   a. health care fraud or abuse;
   b. patient abuse;
   c. theft or illegal use or possession of drugs;
   d. sexual or other forms of harassment or intimidation;
   e. or any similar violations that are criminally or civilly proscribed.

Before any termination based on the allegation of any violations set forth in this Paragraph 8, UHMG and the physician’s respective Department Chair (or, if the subject physician is the Department Chair, then the Chief Medical Officer of UHCMC) must first deem the allegation of the violation to be credible after: (i) an internal investigation conducted by UHMG Management or its designee(s); and (ii) UHMG provides the physician with an opportunity to discuss the allegation with UHMG Management or its designee(s). If the physician promptly notifies the President of UHMG in writing, the physician will be provided a meaningful opportunity within thirty (30) calendar days of first being informed of the internal investigation, prior to any final action respecting a for cause termination, to present evidence to support the physician’s position that such allegation is untrue or otherwise without merit.

9. Physician has been consistently or materially disruptive, or consistently or materially fails to work cooperatively with UHMG or other UHMG physician(s), whether or not such other physician(s) are members of the physician’s assigned Department, and following a reasonable investigation, UHMG reasonably determines, with the input of the Department Chair, that such disruptive or uncooperative behavior has not been corrected to the reasonable satisfaction of the Department Chair and UHMG.

B. Exceptions. If the “for cause” reason for termination of a physician’s PSA and employment is due to the termination, restriction, limitation or suspension of physician’s medical staff membership and/or privileges at any UHHS subsidiary or affiliated hospital or facility or the imposition of any corrective action under the medical staff bylaws by such hospital or facility on the physician, then:

1. Physician shall be permitted to exercise all applicable hearing rights, if any, afforded under the respective Medical Staff Bylaws; and
2. If the physician elects to pursue applicable hearing rights under the respective Medical Staff Bylaws, the “for cause” termination of the physician’s PSA and employment shall not become final until such hearing rights are exhausted or waived by the physician; and

3. During the period in which physician pursues his or her applicable hearing rights, and until such time as a final determination is made by the governing body of the applicable hospital or facility with respect to the corrective action that is the subject of the hearing, UHMG may impose a paid or unpaid administrative leave on the physician, as deemed appropriate by the President of UHMG.
28. TERMINATION OF EMPLOYMENT – BY PHYSICIAN

POLICY: A physician’s employment with UHMG may be terminated for good reason by the physician, but only in accordance with this Policy.

PROCEDURES: Unless otherwise set forth in the physician’s PSA, a termination of physician’s employment with UHMG may be terminated for good reason by the physician, but only in accordance with the following:

A. A physician may terminate his or her PSA for good reason by providing thirty (30) calendar days’ advance written notice to the President of UHMG and the physician’s respective Department Chair. The notice must sufficiently describe the asserted breach or default (a “Default”) by UHMG that has caused the physician to exercise his or her right to a good cause termination. If such termination for good reason is based on UHMG’s failure to make payments when due, the physician may terminate the PSA if UHMG fails to cure the non-payment within five (5) business days’ after receiving written notice from physician. For purposes of this Manual, “good reason” means the following:

UHMG’s breach of its material obligations to the physician under his or her PSA or this Policy Manual, for purposes of this paragraph, the term “breach” shall not include any act or omission undertaken or omitted by UHMG which is required or directed by any legal, regulatory or accrediting authority or entity;

B. At any time following the receipt of notice of termination for good reason, UHMG may accelerate the effective date of such termination to any date prior to the date the notice would otherwise have been effective. In the event of such acceleration, the physician will be paid for a period of thirty (30) days after the accelerated date of termination. Such payments will be made pursuant to UHMG’s regular payroll procedures.
29. TERMINATION OF EMPLOYMENT – DUE TO CHANGE IN LAW

POLICY: A physician’s PSA may be terminated by either party due to a change in “Law” in accordance with this Policy.

PROCEDURE:

A. Each UHMG physician’s PSA as well as the relationship between UHMG and its physician employees is subject to numerous federal, state, and local laws, rules, regulations, and is impacted by court orders and case law (all such laws, rules, regulations, orders and case law are collectively referred to as the “Laws”). These PSAs and UHMG’s relationship with its physician employees are also subject to amendments of such Laws. If the Law is amended or changed or interpreted by judicial decision or the decision of a regulatory agency or other applicable government body that the structure or substance of any part of the PSA: (1) is in violation of the Law; or (2) may subject a party to the PSA, or any affiliate, agent or employee of that party to a significant and substantial risk of financial loss or penalty (including loss of tax-exempt status or the payment of sanctions) or criminal prosecution, then the Law will be deemed to have superseded the terms of the PSA, and UHMG will be entitled to modify or terminate the PSA immediately upon notice to the affected physician employee(s).

B. Modifications to the PSA are limited to those modifications determined by UHMG to be necessary to comply with a change of Law or other event described in this Policy. To the greatest extent possible, any such modifications will preserve the terms and intent of the PSA.

C. If a physician employee does not agree with such modifications, the physician employee will have the right to terminate the PSA upon thirty (30) days’ advance written notice to UHMG in accordance with the “good reason” termination section of this Policy Manual.
30. TERMINATION OF EMPLOYMENT – FOR DEATH, DISABILITY OR PERMANENT RETIREMENT

POLICY: A physician’s PSA will terminate upon the physician’s death, disability or permanent retirement.

PROCEDURES:

A. Death. A physician’s PSA will automatically terminate upon the death of the physician.

B. Disability. If either the physician employee, UHMG or the respective Department Chair believes that any disability exists, UHMG may, or UHMG will at the request of the physician employee or Department Chair, select a licensed medical doctor to examine the physician employee with regard to such disability. The physician employee hereby waives any privilege with such licensed medical doctor so as to permit the disclosure of the results of the examination to UHMG and the Department Chair. If the designated licensed medical doctor determines that the physician employee is, or is expected to become unable, or will continue to be unable, to perform his or her duties for one hundred eighty (180) continuous calendar days, then such determination will be deemed final. Any return to work or expectancy to return to work for periods of less than four (4) continuous weeks will be deemed to be part of a continuous period of such condition and not toll the running of the one hundred and eighty (180) calendar day period.

C. Permanent Retirement. A physician’s PSA will terminate upon the permanent retirement from the practice of medicine at UHCMC or at any other health care facility or institution. The physician employee’s intent to permanently retire will be evidenced by a written certification of such permanent retirement, signed by the physician employee, and submitted to the physician’s respective Department Chair and the President of UHMG. A physician’s eligibility for benefits upon permanent retirement depends upon the terms and conditions of each particular benefit, and will be determined at the time of physician employee’s retirement.
31. TERMINATION OF EMPLOYMENT – PROCEDURES & CONTINUATION OF PATIENT SERVICES

POLICY: Upon the effective date of the termination of a physician’s PSA, such physician’s medical staff membership and privileges at UHCMC and at any and all other UHHS hospitals and facilities will automatically, and without any further action, be simultaneously terminated and the physician will comply with the employment termination procedures set forth below.

PROCEDURES:

A. **Voluntary Resignation.** A termination of medical staff membership and privileges will, unless otherwise required pursuant to this Policy Manual, the UHHS facility’s respective medical staff bylaws and/or applicable Law, be deemed a voluntary resignation by the physician. Such physician will automatically resign from the medical staff of, and take all steps and comply with all other formalities necessary to surrender his or her privileges at, UHCMC and any other facilities affiliated with UHHS effective as of the effective date of termination. In order to ensure the proper continuity of care and transition of the physician’s patients, UHMG may, in consultation with UHCMC or another applicable UHHS facility, temporarily toll the voluntary resignation of the physician’s medical staff membership and privileges in order for the physician to comply with the procedures set forth in Paragraph E, below.

B. **Vacating Premises and Removing Personal Items.** Upon any termination of the PSA, the physician will vacate UHMG’s premises on the effective date (or accelerated effective date) of such termination and remove all of his or her personal property from that location. Any personal property that is not so removed may be removed and stored by UHMG at the physician’s expense. If the physician does not reclaim such personal property within thirty (30) calendar days following the effective date of his or her termination, UHMG may dispose of such personal property in such manner as UHMG deems to be appropriate, the physician having deemed to have abandoned the property.

C. **Return of Property.** The physician will return to UHMG at the time of termination any and all property of UHMG, UHHS, UHCMC or any of their subsidiaries or affiliates, including any keys, card keys, identification badges, other security devices and any laptop computers, other electronic devices or other equipment and/or supplies used by the physician in connection with his or her provision of services under the PSA or otherwise in the possession or control of the physician.

D. **Final Reconciliation.** Following such termination, a final determination of any compensation or other obligations due from either party to the other will be made by UHMG and paid by the affected party in accordance with the provisions of this Policy Manual.
E. **Continuation of Patient Services.** Except in circumstances where UHMG has terminated the physician’s PSA for cause and the cause is such that the continued provision of such services by the physician would be illegal or UHMG determines would pose an unacceptable risk to patient welfare, a physician employee will be obligated to provide professional services to UHMG’s patients through the effective date of termination. This obligation will be subject to the reasonable discretion of the Department Chair and UHMG’s decision, if any, to temporarily toll the voluntary resignation of the physician’s medical staff membership and privileges. The physician is expected to fully cooperate with UHMG in transitioning patients who are receiving care provided or supervised by the physician at the time notice of termination was given. If circumstances applicable to particular patients require the continuation of such services after the effective date of termination, the physician will continue to provide professional services to any patient for whom he or she had professional responsibility as of such date for a reasonable period following such effective date, so long as the physician’s medical staff membership and privileges at UHCMC or at any applicable UHHS facility are then in effect and are not terminated. Such period will not, however, be extended more than thirty (30) calendar days after such date unless both parties otherwise agree in writing. The physician will be entitled to reasonable payment in accordance with fair market value and a prior written arrangement for services provided by him or her on behalf and at the request of UHMG after termination during the transition period.
32. COMPENSATION UPON TERMINATION

POLICY: UHMG will pay the physician all compensation due to the physician in accordance with the procedures set forth below.

PROCEDURES: The following sets forth the procedures for payment of compensation by UHMG to a physician based on the reason the physician’s PSA was terminated:

A. **For Cause Termination by UHMG:** If UHMG terminates a physician’s PSA for cause, UHMG will pay the physician the compensation (excluding any bonuses or other supplemental compensation) due to the physician through the effective date of termination.

B. **Without Cause Termination by UHMG:** If UHMG terminates a physician’s PSA without cause, UHMG will pay the physician through the effective date of termination if, subject to the needs of patients and the Department Chair’s discretion, the physician maintains the same pro rata level of clinical productivity that the physician maintained in the preceding six (6) months or such other reasonable time period as determined by the respective Department Chair. If the physician’s PSA does not contain objective measures of clinical productivity, UHMG Management and the Department Chair will establish reasonable clinical productivity levels or other appropriate thresholds (taking into account the physician’s historical productivity data) for the physician to maintain during the period that commences after the notice of termination but before the effective date of such termination. If the physician fails to meet the established threshold during the transition period, UHMG may reduce the physician’s compensation proportionately. During the transition period, UHMG will track the physician’s compliance with the established thresholds. UHMG will perform a final reconciliation of the physician’s compensation within thirty (30) calendar days of the effective date of termination. If such reconciliation indicates that UHMG overpaid the physician, the physician will reimburse UHMG for any overpayments within thirty (30) calendar days of written notice of the results of the reconciliation.

C. **For Good Reason Termination By Physician:** If a physician terminates his or her PSA for good reason then UHMG will pay the physician all compensation due, including any applicable bonuses and the value of any benefits permitted to be cashed-out upon termination, to the physician through the required thirty (30) calendar day notice period or through any extended cure period, if applicable.

D. **Without Cause Termination by Physician:** If a physician terminates his or her PSA without cause, UHMG will pay the physician through the effective date of the termination, so long as the physician maintains the same threshold of clinical productivity that the physician maintained in the preceding six (6) month period or such other reasonable time period as determined by the Department Chair. If the physician’s PSA does not contain objective measures of clinical productivity, UHMG Management and the Department Chair will establish reasonable clinical productivity levels or other appropriate thresholds (taking into account the physician’s historical productivity data).
for the physician to maintain during the period that commences after the notice of termination but before the effective of such termination. If the physician fails to meet the established threshold during the transition period, UHMG may reduce the physician’s compensation proportionately. During the transition period, UHMG will track the physician’s compliance with the established thresholds. UHMG will perform a final reconciliation of the physician’s compensation (including the value of any benefits permitted to be cashed-out upon termination, but not including any bonus compensation) within thirty (30) calendar days of the effective date of termination. If such reconciliation indicates that UHMG overpaid the physician, the physician will reimburse UHMG for any overpayments within thirty (30) calendar days of written notice of the results of the reconciliation.

E. **Effect of Acceleration.** If UHMG establishes an accelerated date for the termination, UHMG will pay the physician through such accelerated date and will pay the physician the compensation that would have been due to the physician for the period that extends up until the earlier of: (i) the thirty (30) day period following the accelerated date; or (ii) the date the physician’s employment would have terminated but for the acceleration.

F. **Termination for Death, Disability or Permanent Retirement.** Other than for any payments arising as a result of the benefits described in the physician’s PSA, UHMG will not pay a physician any compensation after the effective date of termination due to death, disability or permanent retirement.

G. **Right to Offset.** As long as UHMG provides a physician with a written report setting forth amounts and reasons for any offset, UHMG may offset any amounts due to the physician from UHMG by any amounts due from the physician and payable to UHMG, UHCMC, UHHS or any UHHS-owned entity.
Section F
Miscellaneous Provisions
33. POLICIES, PROCEDURES, RULES & REGULATIONS

POLICY: From time to time, UHMG may develop, implement and modify reasonable policies, procedures, rules and regulations respecting the rights, duties and obligations of UHMG physician employees in carrying out their respective responsibilities in accordance with their PSAs and this Policy Manual.

PROCEDURES:

A. Copies of All Policies To Be Available. A copy of all policies, procedures, rules and regulations adopted by UHMG will be accessible to each UHMG physician and a copy will be maintained and be available for inspection and copying by any UHMG physician employee in the offices of UHMG or locations designated by UHMG.

B. Presumption of Knowledge of Policies. Each UHMG physician employee is charged with knowledge of all policies, procedures, rules and regulations for which he or she is given notice or which are otherwise readily accessible to the physician during the term of his or her PSA.

C. Notice of Modifications. Each physician employee will be given prompt written or electronic notice of any modifications to such policies, procedures, rules or regulations that are adopted or implemented during the term of the physician’s PSA and that are applicable to the respective physician.

D. Adoption of UHHS and UHCMC Policies. UHMG expressly adopts all of the UHHS and UHCMC policies as currently written or later amended. Each UHMG physician employee may readily access these policies in locations designated by UHHS and UHCMC and on the UHHS intranet.

E. Conflicts Between UHMG Policies and UHHS/UHCMC Policies. If there is any conflict between the terms, conditions, provisions and/or meaning of any UHMG policy (including the terms, conditions, provisions and/or meaning of a physician’s PSA) and the terms, conditions, provisions and/or meaning of any UHHS or UHCMC policy, then the UHMG policy and/or the physician’s PSA shall control and govern and will supersede the conflicting terms, conditions, provisions and/or meaning in the UHHS or UHCMC policy.
34. AMENDMENT

POLICY: Except as otherwise permitted in this Policy Manual, no amendment or modification to this Policy Manual will be applicable to or enforceable against any UHMG physician employee, unless such physician employee is provided at least ten (10) calendar days advance written notice of the amendment or modification.

PROCEDURES:

A. Notice of Amendments and Modifications. UHMG shall provide at least ten (10) calendar days advance written or electronic notice to all applicable UHMG physician employees of: (i) any amendment or modification to the express terms and conditions of this Policy Manual; or (ii) the addition of any new terms and conditions to this Policy Manual.

B. Notice of Objection. Except as otherwise expressly set forth in this Policy Manual, any UHMG physician employee who objects to any amendment or modification of this Policy Manual will provide the President of UHMG and his or her Department Chair with written notice of the objection and the reasons therefore. Such notice is required to be provided no later than ten (10) calendar days after UHMG provided notice to the physician of the amendment or modification.

C. Application of Disputed Amendment or Modification. Except as otherwise expressly set forth in this Policy Manual, if a UHMG physician employee timely provides UHMG with written notice of his or her objection to an amendment or modification of this Policy Manual, then UHMG will not apply or enforce the modification with respect to the objecting physician for a period of ten (10) days as long as the objecting physician, his or her Department Chair and a representative of UHMG work in good faith during such period to overcome the objection.
35. DEFINITIONS

For purposes of this Policy Manual and each physician’s PSA, the following definitions shall apply:

Disability – Disability shall mean the inability of a physician employee to provide, with or without reasonable accommodation, competent medical care to patients or to perform other essential functions of the physician’s job, whether by reason of injury or illness (physical, mental or otherwise) which, in the medical judgment of a qualified medical professional is expected to incapacitate the physician for a continuous period exceeding one hundred eighty (180) calendar days, commencing from the date on which such inability to perform began.

Intellectual Property – The ownership, allocation and distribution of all proceeds, funding, fees, royalties or other monies (hereinafter, collectively, the “Proceeds”), directly or indirectly generated or arising from a physician’s participation or involvement in the development, research, review, modification or creation of any discovery, trade secret, trademark, service mark, copyright, patent or any other tangible or intangible property or intellectual property (hereinafter, collectively, the “Intellectual Property”), and the ownership, allocation, distribution, marketing, development, modification and government registration and/or certification (through the filing and processing of patents or otherwise) of the Intellectual Property itself.

United States Uniformed Services (USUS) – The USUS includes only the United States Air Force, Army, Coast Guard, Marines, Navy, their components, and the uniformed corps of either the National Oceanic & Atmospheric Administration or Public Health Service.

Service Duties – This term means the performance of duty in a USUS which is either active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, a pre-approved period of absence for the purpose of an examination to determine fitness to perform any such duty, or a pre-approved period of absence for the purpose of performing military funeral honors duty.

Benefits – Benefits shall include authorized benefit plans sponsored by UHHS or UHMG that provide health, life insurance, disability, retirement and capital accumulation benefits; as well as flexible spending accounts, paid time off programs and other fringe benefits such as professional dues, professional subscriptions, and continuing medical education.

Full Time Requirements – In order to be eligible for benefits available at the full time level, a physician must be scheduled at least 50% of full time (0.5 FTE or more) providing services which further the mission of UHHS including: clinical services pursuant to his or her PSA, the performance of assigned teaching responsibilities approved by the Department Chair, and activities related to research approved by the Department Chair.

Part Time Requirements – In order to be eligible for benefits available at a part time level, a physician must be scheduled at least 20% (0.2 FTE) but less than 50% (0.5 FTE) of full time providing the above services which further the mission of UHHS.

PSA – shall refer to the Professional Services Agreement between each physician and UHMG.