

**Colner, James D.**

---

**From:** Colner, James D.  
**Sent:** Thursday, August 28, 2014 11:03 AM  
**To:** 'JAMES WARREN'  
**Cc:** Glenn Karr (gkarr@karrlaw.com); Nate Hall  
**Subject:** RE: EEOC 530-2014-03229 Hall v. Ohio State University Wexner

Mr. Warren:

Yes, we are requesting a Right to Sue letter from the EEOC. Thank you for your cooperation.

James Colner

---

**From:** JAMES WARREN [mailto:JAMES.WARREN@EEOC.GOV]  
**Sent:** Thursday, August 28, 2014 10:58 AM  
**To:** Colner, James D.  
**Subject:** EEOC 530-2014-03229 Hall v. Ohio State University Wexner

Good morning Counselor,

Attached is the draft charge I have prepared per your request. It has been reviewed by Dr. Hall, who has approved it but has not signed it. Per your request, I am sending it to you for review.

To avoid having to go back and forth from our interview room and my office, I will have Dr. Hall call you from the interview room to go over any concerns, if necessary. Also, if you will be requesting the Notice of Rights (To Sue) please do so in writing. You can do so in the response to this e-mail, if that is indeed the intent. Once received, I can submit the charge to be processed accordingly and the NRTS should be issued within the next 30 days or so.

Sincerely,



*James R. Warren*  
*Federal Investigator*  
U.S. Equal Employment Opportunity Commission  
Philadelphia District Office  
801 Market Street, Suite 1300  
Philadelphia, PA 19107  
Office: 215-440-2672  
Fax: 215-440-2604  
[james.warren@eeoc.gov](mailto:james.warren@eeoc.gov)



**Colner, James D.**

---

**From:** JAMES WARREN <JAMES.WARREN@EEOC.GOV>  
**Sent:** Thursday, August 28, 2014 10:58 AM  
**To:** Colner, James D.  
**Subject:** EEOC 530-2014-03229 Hall v. Ohio State University Wexner  
**Attachments:** 530-2014-03229 Hall v. Ohio State University Wexner Draft Form 5 Charge 08-28-2014.pdf

Good morning Counselor,

Attached is the draft charge I have prepared per your request. It has been reviewed by Dr. Hall, who has approved it but has not signed it. Per your request, I am sending it to you for review.

To avoid having to go back and forth from our interview room and my office, I will have Dr. Hall call you from the interview room to go over any concerns, if necessary. Also, if you will be requesting the Notice of Rights (To Sue) please do so in writing. You can do so in the response to this e-mail, if that is indeed the intent. Once received, I can submit the charge to be processed accordingly and the NRTS should be issued within the next 30 days or so.

Sincerely,



*James R. Warren*  
*Federal Investigator*  
U.S. Equal Employment Opportunity Commission  
Philadelphia District Office  
801 Market Street, Suite 1300  
Philadelphia, PA 19107  
Office: 215-440-2672  
Fax: 215-440-2604  
[james.warren@eEOC.gov](mailto:james.warren@eEOC.gov)



**CHARGE OF DISCRIMINATION**

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: \_\_\_\_\_ Agency(ies) Charge No(s): \_\_\_\_\_

FEPA  
 EEOC

**Ohio Civil Rights Commission**

and EEOC

*State or local Agency, if any*

III. Because of the adverse employment conditions I was subjected to, I developed a disability – which I made Respondent aware of. Because of this, I requested an accommodation of being able to work from home – which I was already doing on occasion as part of my position and job duties. This request was not address by Respondent. On or about April 8, 2014 I began FMLA leave of absence until about mid-July 2014. Upon my return from FMLA leave, I used my remaining sick time until my constructive discharge on or about August 25, 2014.

IV. I believe I have been discriminated against because of age, in violation of the Age Discrimination in Employment Act of 1967, as amended (ADEA); I believe I have been retaliated against because I filed a complaint of discrimination, in violation of the ADEA. Also, I believe I have been discriminated against because of disability, in violation of Title I of the Americans with Disabilities Act of 1990, as amended.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

**Aug 28, 2014**

Date

Charging Party Signature

NOTARY – *When necessary for State and Local Agency Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE  
*(month, day, year)*

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: Nathan C. Hall
1001 Eckard Road
Centerburg, OH 43011

From: Cleveland Field Office
EEOC, AJC Fed Bldg
1240 E 9th St, Ste 3001
Cleveland, OH 44199

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No. EEOC Representative Telephone No.
Leona J. Smith,
Acting Intake Supervisor (216) 522-7515

(See also the additional information enclosed with this form.)

NOTICE TO THE PERSON AGGRIEVED:

Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), or the Genetic Information Nondiscrimination Act (GINA): This is your Notice of Right to Sue, issued under Title VII, the ADA or GINA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII, the ADA or GINA must be filed in a federal or state court WITHIN 90 DAYS of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

- More than 180 days have passed since the filing of this charge.
[X] Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.
[X] The EEOC is terminating its processing of this charge.
The EEOC will continue to process this charge.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, the paragraph marked below applies to your case:

- [X] The EEOC is closing your case. Therefore, your lawsuit under the ADEA must be filed in federal or state court WITHIN 90 DAYS of your receipt of this Notice. Otherwise, your right to sue based on the above-numbered charge will be lost.
The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of the charge, you may file suit in federal or state court under the ADEA at this time.

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission

Cheryl Mabry-Thomas / ETS

Cheryl Mabry-Thomas,
Director

OCT 30 2014

(Date Mailed)

Enclosures(s)

cc: Kim Shumate
Interim Chief Human Resources Officer
OHIO STATE UNIVERSITY WEXNER MEDICAL CENTER
410 West 10th Ave
Columbus, OH 43211

James Colner, Esq.
The Huntington Center, Suite 2400
41 South High St.
Columbus, OH 43215



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Cleveland Field Office

AJC Federal Building  
1240 East Ninth Street, Suite 3001  
Cleveland, OH 44199  
Intake Information Group: (800) 669-4000  
Intake Information Group TTY: (800) 669-6820  
Cleveland Status Line: (866) 408-8075  
Cleveland Direct Dial: (216) 522-7416  
TTY (216) 522-8441  
FAX (216) 522-7395

October 16, 2014

Dr. Nathan C. Hall  
1001 Eckard Road  
Centerburg, Ohio 43011

RE: Nathan C. Hall V. Ohio State University Wexner Medical Center  
EEOC Charge # 123456789

Dear Dr. Hall:

This is to acknowledge your charge of employment discrimination against the above named Respondent. The information you have provided indicates that your charge is subject to **the Age Discrimination in Employment Act of 1967, as amended (ADEA) and Title I of the Americans with Disabilities Act of 1990, as amended (ADA).**

A copy of your charge will be provided to the respondent as required by our procedures. The commission's regulations require that you notify this office of any change in address and keep us informed of any prolonged absence from your current address. Your failure to cooperate in this matter may lead to dismissal of your charge.

You need do nothing further at this time. **I am not the investigator assigned to this case.** The assigned investigator/mediator will contact you when he/she needs further information or assistance.

Sincerely,  
*Joann Weils*  
Joann Weils  
Investigator Assistant

cc: James D. Colner, Attorney  
Shumaker, Loop & Kendrick, LLP  
Borard Certified Civil Trial Advocate  
Huntington Center, Suite 2400  
41 South High Street  
Columbus, Ohio 43215-6104

Enclosure:  
Copy of Charge  
What you need to know

# CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: \_\_\_\_\_ Agency(ies) Charge No(s): \_\_\_\_\_

FEPA  
 EEOC

**Ohio Civil Rights Commission**

and EEOC

State or local Agency, if any

Name (Indicate Mr., Ms., Mrs.)

**Dr. Nathan C. Hall**

Home Phone (Incl. Area Code)

**(614) 282-5250**

Date of Birth

**01-21-1969**

Street Address

City, State and ZIP Code

**1001 Eckard Road, Centerburg, OH 43011**

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name

**OHIO STATE UNIVERSITY WEXNER MEDICAL CENTER**

No. Employees, Members

**500 or More**

Phone No. (Include Area Code)

**(614) 293-8000**

Street Address

City, State and ZIP Code

**410 West 10th Ave, Columbus, OH 43211**

Name

**EEOC  
 CLDC UNIT**

No. Employees, Members

Phone No. (Include Area Code)

Street Address

City, State and ZIP Code

**OCT 09 2014**

DISCRIMINATION BASED ON (Check appropriate box(es).)

RACE    COLOR    SEX    RELIGION    NATIONAL ORIGIN  
 RETALIATION    AGE    DISABILITY    GENETIC INFORMATION  
 OTHER (Specify)

DATE(S) DISCRIMINATION TOOK PLACE

Earliest   Latest  
**04-04-2014   08-25-2014**

CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

- I. I was employed as a Tenured Associate Professor of Radiology. At the time of the discriminatory acts, I was 45 yrs of age; I had a disability, which Respondent was aware of.
- II. In December 2013, I filed a complaint of age discrimination with human resources. I received the results of the investigation in or about March 2014, but I began experiencing retaliation from Dr. Richard White prior to the conclusion of the investigation of the discrimination. A significant part of the retaliation included, but was not limited to, being demoted. I, along with other Associate Professors over the age of 40, was asked to voluntarily relinquish tenure in order to invest resources to the "young bucks" – faculty and/or staff under the age of 40, who have less experience and/or less qualified than I. I have reported my allegation to Respondent's HR, to no avail. On or about April 4, 2014 during a meeting, I received a letter of demotion – which significantly affected my salary and/or my academic career.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

**Aug 28, 2014**

Date

*Nathan C. Hall*

Charging Party Signature

NOTARY – When necessary for State and Local Agency Requirements

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.  
 SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE  
 (month, day, year)

**RECEIVED**  
 14 AUG 28 AM 11:10  
 EEOC PHILADELPHIA  
 DISCRIMINATION  
 OFFICE

### CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

- FEPA  
 EEOC

### Ohio Civil Rights Commission

and EEOC

*State or local Agency, if any*

- III. Because of the adverse employment conditions I was subjected to, I developed a disability – which I made Respondent aware of. Because of this, I requested an accommodation of being able to work from home – which I was already doing on occasion as part of my position and job duties. This request was not address by Respondent. On or about April 8, 2014 I began FMLA leave of absence until about mid-July 2014. Upon my return from FMLA leave, I used my remaining sick time until my constructive discharge on or about August 25, 2014.
- IV. I believe I have been discriminated against because of age, in violation of the Age Discrimination in Employment Act of 1967, as amended (ADEA); I believe I have been retaliated against because I filed a complaint of discrimination, in violation of the ADEA. Also, I believe I have been discriminated against because of disability, in violation of Title I of the Americans with Disabilities Act of 1990, as amended.

**RECEIVED**  
 14 AUG 28 AM 11:10  
 EEOC PHILADELPHIA  
 DISTRICT OFFICE

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY – *When necessary for State and Local Agency Requirements*

I declare under penalty of perjury that the above is true and correct.

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

**Aug 28, 2014**

*Nath Hall*

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE  
*(month, day, year)*

Date

Charging Party Signature



## WHAT YOU SHOULD DO AFTER YOU HAVE FILED A CHARGE WITH EEOC

### > KEEP YOUR DOCUMENTS – BOTH PAPER AND ELECTRONIC

Now that you have filed an EEOC charge, you must keep anything that might be evidence related to your charge. This includes *all* documents, communications, and electronic information that are potentially related to your EEOC charge, including the harm caused by the discrimination, and all records of your communications with the EEOC. Even if you are not sure whether the information is relevant to your discrimination claim, please do not throw it away or delete it.

### > WHAT INFORMATION MUST YOU KEEP?

- Paper documents, such as:
  - Employee manuals, pay stubs, work schedules
  - Letters, memos, your notes
  - Pictures, drawings, charts, whether or not they contain words
- Electronic information, such as:
  - E-mails, text messages, tweets, and social media posts and pictures
  - Voice messages, video and sound recordings
  - Word processing documents, electronic calendar entries
- Electronic memory on devices or the devices themselves, such as:
  - Memory on computers, laptops, tablets, cell phones
  - Computers, laptops, tablets, cell phones
  - Do not delete, replace, alter, “wipe,” or “clear” your computer hard drive, electronic tablet, or cell phone, and do not change or remove Internet posts, without retaining an electronic copy. If you dispose of any old computers, phones or devices, make sure you make and keep an electronic copy of all potentially relevant information on the device.
- These are some examples and not a complete list.
- If you have questions about what you should or should not do, please contact your investigator.

***Why must you keep this information?*** It might be evidence related to your charge. We are required by the courts to ensure that all potentially relevant information is retained. **Please note that failure to keep these records may cause you to lose your case, or to lose the right to recover money lost due to the discrimination.**

***What happens to your information?*** Your investigator will discuss with you what information is needed by the EEOC to investigate your charge. Information that you provide that happens to be private or personal in nature will not be disclosed by the EEOC during its investigation, and if the EEOC files suit on your charge, we will do our best to keep such information out of the court proceedings.

***Please see page 2 for additional important information.***

➤ **LOOK FOR WORK IF YOU ARE OUT OF WORK**

If you lost your job or were not hired due to discrimination, you may be entitled to the pay or wages you lost. However, you cannot receive lost wages unless you can show that you looked for another job to replace the one you lost or were denied due to discrimination. In order to prove you searched for work, you must keep copies of all letters, emails, or other evidence of your job search. If you succeed in finding a new job but it pays less than the job you lost, you may be entitled to the difference in pay. Therefore, it is necessary to keep all evidence of your job search even if you find another job.

In addition to looking for work, you should keep good records of your job search so you can prove that you have tried to find a comparable job. If you are out of work because of discrimination, be sure to save *all* documents and communications, including e-mails, relating to your job search.

➤ **WHAT ARE RECORDS OF YOUR JOB SEARCH?**

The following types of information can prove that you have tried to find work:

- copies of job applications and resumes
- a list of all the companies you contact about jobs by phone, letter or in-person
- copies of e-mails or letters that you send to or receive from companies where you have asked about work or submitted an application
- a list all of the places where you apply and for each one,
  - a. the date of the application;
  - b. the position you were seeking;
  - c. the response you received from your application, such as rejection letters or invitations to interview;
  - d. whether you were interviewed and the date of the interview;
  - e. the results of the interview;
  - f. whether you turned down a job offer, and if you did, why
- notes about what you did to look for work (for example, searching the newspaper or Internet or contacting employment agencies) and the dates that you conduct the search
- copies of your pay stubs or earnings records if you find another job.

If you have questions about what you are required to do, please contact your investigator.

➤ **KEEP US INFORMED**

Once you file a charge with the EEOC, you must tell us if you move or get a new address, telephone number, or e-mail address. We may need to talk to you to get more information. If the EEOC cannot reach you to get necessary information, your charge may be dismissed.

➤ **CALL IF YOU HAVE QUESTIONS**

Your investigator will discuss with you the documents and other evidence we need to investigate your charge. If you have any questions, or for inquiries about the status of your case, please contact your investigator directly or call 1-800-669-4000.

## Executive Summary of the 2012 Department of Radiology AP&T Process (7/29/12)

### Introduction:

The new Department of Radiology Appointment, Promotion & Tenure (AP&T) document is a department-specific adaptation of the new 2012 OSU College of Medicine (COM) AP&T document which redefines academic Tracks, Pathways, and Ranks. With official approval, the new Department AP&T document will translate the COM guidelines for the AP&T process into academic Radiology/imaging science-centric guidelines (subject to future revision and updating under the direction of the OSUCOM).

### Background:

In order to advance the OSUCOM to one of the nation's top-tier medical schools, both excellence within, as well as synergy between, the faculty members focusing on patient care, clinical sciences, basic sciences, medical education, or health administration are of paramount importance. The advancement of the OSUCOM also depends on the successful recruitment and retention of outstanding clinicians, clinical scientists, basic scientists, medical educators, and physician-administrators.

Nationally/internationally known clinical scientists are frequently engaged in substantial clinical service and have limited protected research time and resources available to them; this is particularly true in the field of Radiology. A recent informal survey of top-tier academic Departments of Radiology in the nation revealed that most provide their clinical scientists with the option for pursuit of Tenure, without prerequisite NIH-based funding [Appendix 1]. Therefore, a Clinical Science Pathway, along with the more standard Basic Science Pathway, is incorporated into the Tenure Track described in the Department of Radiology AP&T document.

The primary goal in developing the Department AP&T document is to define the AP&T process for the Radiology faculty in terms of objective quantitative metrics and qualitative measurements tailored to the field of academic Radiology/imaging sciences. As established in the 2012 OSUCOM AP&T document, there are 4 different Tracks leading to a total of 7 specific Pathways, by which 4 different academic Ranks can be potentially achieved by Radiology faculty members as they develop their academic careers in the OSUCOM. The Ranks found in each Pathway are as follows: *Professor, Associate Professor, Assistant Professor, and Instructor*.

Tracks available to meet the needs of both the faculty and Department are as follows: Tenure, Clinical, Research, and Auxiliary/Adjunct. In the Tenure Track, there is a Basic Science Pathway and a Clinical Science Pathway, as previously mentioned. The Clinical Track contains a Clinical Scholar Pathway, a Clinical Educator Pathway, and a Clinical Excellence Pathway. The Research Track leads into only a Research Pathway. Similarly, the Auxiliary/Adjunct Track leads into only an Auxiliary/Adjunct Pathway. Regardless of Track or Tenure status, national or international recognition (depending on Rank) is required for either initial appointment or promotion to *Associate Professor* or *Professor*. A brief description of each Track and Pathway follows:

- 1) Tenure Track: The Tenure Track is the only means by which a Radiology faculty member can achieve Tenure status. As previously described, it contains 2 Pathways: the Basic Science and Clinical Science. The Basic Science Pathway is specifically designed for faculty members who emphasize research and



scholarship and it requires NIH funding; both teaching excellence and outstanding service to OSU are also expected. The **Clinical Science Pathway** is specifically designed for clinically trained faculty deployed with  $\geq 40\%$  funded release time devoted to competitive national grant-supported research predicated on adequate ongoing extramural self-funding, while  $\leq 60\%$  time is spent on clinical, educational, and/or administrative activities. There are probationary periods for reaching Tenure status as follows: 6 years (potentially extended to 9 years) for the **Basic Science Pathway** and 11 Years for the **Clinical Science Pathway**; failure of the faculty member to achieve Tenure after the probationary period introduces the possibility of their being discharged from OSU. Evidence of research and scholarship potential (e.g. research publications or funding) is required for the initial appointment of an **Assistant Professor** or **Associate Professor** to the **Tenure Track** in either the **Basic Science Pathway** or **Clinical Science Pathway**.

- 2) **Clinical Track:** The **Clinical Track** is designed for faculty with a primary focus on clinical service. It is subdivided into 3 Pathways: **Clinical Scholar**, **Clinical Educator**, and **Clinical Excellence**, as previously mentioned. The **Clinical Scholar Pathway** is specifically designed to recognize an associated balance of professional accomplishments favoring research/scholarly activities, while the **Clinical Educator Pathway** is specifically designed to recognize a balance of accomplishments favoring formal education/training activities. The **Clinical Excellence Pathway** is specifically designed for faculty devoting  $\geq 90\%$  time to high-quality clinical service (Includes administrative time directly related to clinical service).
- 3) **Research Track:** The **Research Track** is designed for faculty members almost totally devoted to specific lines of self-funded NIH-supported research, with no associated clinical or teaching service requirements.
- 4) **Auxiliary/Adjunct Track:** The **Auxiliary Track** is designed for faculty members serving OSU with  $< 50\%$  appointments, focusing on either clinical care responsibilities (**Auxiliary**) or non-clinical (e.g. scholarship, administrative) responsibilities (**Adjunct**).

#### **Guidelines for the Department of Radiology AP&T Process:**

**Overview:** The primary parameter used for recommendation of initial appointment, promotion, and/or Tenure status change at OSU is contribution impact, measured by degrees of positive influence on professional peers. The guidelines for the Department of Radiology AP&T process were developed according to the specific scope of practices, expertise, and needs pertinent to the missions of academic Radiology/imaging sciences. The Department AP&T document is designed to delineate and facilitate application of metrics for quantifying research/scholarly accomplishments and measuring national/international recognition of a faculty member.

**Assessment of Qualifications for Appointment, Promotion, or Tenure Status Change:** The qualifications of each person being considered for initial faculty appointment, academic promotion, or eligibility for Tenure by means of the Department of Radiology AP&T process are evaluated by the Department AP&T Committee. They are assessed according to the overall accomplishments of the individual relative to the 3 academic missions of OSUCOM: service (e.g. clinical care, administration), research/scholarly achievement, and education/teaching. Excellence in only one mission is not sufficient for advancement to the positions of **Associate Professor** or **Professor**, regardless of Tenure status. The evaluation of achievement is primarily based on 2 scales: the

Department AP&T Research Publication/Funding Metrics, which identifies milestones in both scientific publication and extramural funding, and the Department National/International Recognition Index.

**Department AP&T Research Publication/Funding Metrics [Table 1]:**

**Scientific Publication:** Achievement in scientific publication is judged on a combination of the following: total number of peer-reviewed manuscripts; Impact Factor (IF) of journal, and H Index (HI) which incorporates the number of citations. Reaching the thresholds for required numbers of peer-reviewed publications according to **Pathway and Rank** are prerequisites, yet alone insufficient for advancement, justifying utilization of IF and HI. Publishing in leading journals pertaining to general academic Radiology/imaging sciences, subspecialty academic Radiology/imaging sciences, or specific imaging modalities/technologies is strongly recommended. IF for representative leading journals range from 1.2 to 7.0 [Appendix 2]; consequently, a minimal IF of 1.2 for crediting a publication has been established. Added use of HI, permits an IF=1.2 publication with evidence of many citations to be considered as meritorious as a high-IF publication with few citations.

**Extramural Funding:** Recognized sources of extramural funding include NIH grants, Competitive National Grants (CNG), approved patents generating income (amount not currently established by OSUCOM), or any established lines of extramural funding  $\geq$  \$200,000. NIH funding is the only type of research grant credited as extramural funding for advancement in either the **Tenure Track-Basic Science Pathway** or the **Research Track/Pathway**. Examples of CNG include (but are not limited to) grants from the: NSF, DOD, CMS, AHRQ, State of Ohio, American Heart Association, American Cancer Association, American Diabetes Association, Susan G. Komen for the Cure Foundation, etc. Patents not generating income will be considered to be equivalent to a single high-IF peer-reviewed publication.

**Department National/International Recognition Index [Table 2]:**

Regardless of **Track** and Tenure status, promotion from **Assistant Professor** to **Associate Professor** must be supported by evidence of a strong professional reputation at the national level by means consistent with (but not limited to) the items listed in the Department National/International Recognition Index. For promotion from **Associate Professor** to **Professor** in any **Track**, the candidate must have achieved greater professional impact with evidence of national-leadership or international recognition.

**Recommendations from the Department of Radiology AP&T Committee:**

For each portfolio under consideration, the Department of Radiology AP&T Committee will apply the 2 aforementioned scales - the Department AP&T Research Publication/Funding Metrics and the Department National/International Recognition Index - in order to judge academic accomplishments of the faculty member. After factoring in overall achievement (including areas not sufficiently defined herein), a recommendation to the Chairman, Department of Radiology will be made either in favor, or not in favor, of the individual's candidacy for the requested initial appointment, promotion, and/or change in Tenure status.

Track	Rank	Thresholds for New Accomplishments Since Previous Academic Appointment			
		Additional Required Manuscripts with Impact Factor $\geq 1.2$ and H Index		Additional Required Research Funding and Programmatic Development	Comments
<b>Tenure: Pathways</b>	<b>Basic Science: Assoc Prof</b>	$\geq 15$ (since Assist Prof)	$\geq 16$	P-I on New R01	CNG = Competitive National Grant
	<b>Basic Science: Tenured Assoc Prof</b>	$\geq 25$ (since Assist Prof)	$\geq 20$	P-I on Renewed R01 or P-I on Additional R01	
	<b>Basic Science: Tenured Prof</b>	$\geq 25$ (since Tenured Assoc Prof)	$\geq 20$	P-I on Renewed R01 and P-I on Additional R01	
	<b>Clinical Science: Assoc Prof</b>	$\geq 15$ (since Assist Prof)	$\geq 16$	P-I on New CNG	
	<b>Clinical Science: Tenured Assoc Prof</b>	$\geq 25$ (since Assist Prof)	$\geq 20$	P-I on Renewed CNG or P-I on Additional CNG or Co-I on New R01	
	<b>Clinical Science: Tenured Prof</b>	$\geq 25$ (since Tenured Assoc Prof)	$\geq 20$	P-I on Renewed CNG or P-I on Additional CNG and Co-I on New R01	
<b>Clinical: Pathways</b>	<b>Scholar: Assoc Prof</b>	$\geq 10$	$\geq 12$	Co-I on New CNG	50% In Clinical Trials
	<b>Scholar: Prof</b>	$\geq 10$	$\geq 16$	Co-I on Additional CNG	
	<b>Educator: Assoc Prof</b>	$\geq 5$	$\geq 10$	Co-I on New Education CNG	Evidence of Excellence In Education required
	<b>Educator: Prof</b>	$\geq 5$	$\geq 14$	Co-I on Additional Education CNG and Successful development of significant new Education program	
	<b>Excellence: Assoc Prof</b>	*	*	*	* Recommend support of scholarly activities
	<b>Excellence: Prof</b>	*	*	*	
<b>Research: Pathway</b>	<b>Assoc Prof</b>	$\geq 25$ (since Assist Prof)	$\geq 20$	P-I on Renewed R01 or P-I on Additional R01	
	<b>Prof</b>	$\geq 25$ (since Assoc Prof)	$\geq 20$	P-I on Renewed R01 and P-I on Additional R01	
<b>Auxiliary/Adjunct: Pathway</b>	<b>Assoc Prof</b>	*	*	*	* Recommend support of scholarly activities
	<b>Prof</b>	*	*	*	

Table 1: 2012 Department of Radiology AP&T Research Publication/Funding Metrics

**Table 2: 2012 Department of Radiology National/International Recognition Index**

Categories	Representative Evidence of Recognition	
	<i>National – Level</i>	<i>National-Leadership/International – Level</i>
<b>Clinical Service</b>	<ul style="list-style-type: none"> <li>• National patient referrals for expertise</li> <li>• National clinical consultant</li> <li>• Pioneered nationally important clinical development</li> </ul>	<ul style="list-style-type: none"> <li>• Inter-national patient referrals for expertise</li> <li>• Inter-national clinical consultant</li> <li>• Pioneered inter-nationally important clinical development</li> </ul>
<b>Research &amp; Scholarship</b>	<ul style="list-style-type: none"> <li>• National award/distinction for scholarship<sup>1</sup></li> <li>• Member: NIH Study Group or Institute review committee</li> <li>• Member: National multi-center trial/research program</li> <li>• Invited manuscript/key address: National organization</li> </ul>	<ul style="list-style-type: none"> <li>• Inter-national award/distinction for scholarship<sup>2</sup></li> <li>• Leader: NIH Study Group or Institute review committee</li> <li>• Leader: National multi-center trial/research program</li> <li>• Invited manuscript/key address: Inter-national organization</li> <li>• Consultant: National/inter-national professional organization</li> <li>• Holder: Revenue-generating patent</li> <li>• Editor/Author: High-profile book/journal issue/CME series</li> </ul>
<b>Education</b>	<ul style="list-style-type: none"> <li>• National award/distinction for educational work</li> <li>• Pioneered nationally important educational development</li> <li>• Director: Residency program</li> <li>• Contributor: Board certification process<sup>3</sup></li> <li>• Faculty: National-level training program<sup>4</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Inter-national award/distinction for educational work</li> <li>• Pioneered inter-nationally important educational development</li> <li>• Reviewer: Departments or residency programs</li> <li>• Leader: Board certification process</li> <li>• Leader: National-level training program</li> </ul>
<b>Administration</b>	<ul style="list-style-type: none"> <li>• National award/distinction for administrative work</li> <li>• Member: Committees of national professional organizations<sup>5</sup></li> <li>• Member: Research foundation board<sup>6</sup></li> <li>• Member: IF<sup>≥</sup>1.2 journal editorial board</li> <li>• Reviewer: Several major journals</li> <li>• Medical consultant: State government</li> </ul>	<ul style="list-style-type: none"> <li>• Inter-national award/distinction for administrative work</li> <li>• Chair: Committee of national professional organization</li> <li>• Leader: National/inter-national professional organization<sup>7</sup></li> <li>• Editor: IF<sup>≥</sup>1.2 journal</li> <li>• Medical consultant: Federal government</li> </ul>
<b>Examples</b>	<sup>1</sup> FACR	
	<sup>2</sup> RSNA Gold Medal Award	
	<sup>3</sup> ABR examination question writer	
	<sup>4</sup> ACR Training Center education programs	
	<sup>5</sup> ACR Appropriateness Criteria Panel	
	<sup>6</sup> Susan G. Komen for the Cure Foundation	
	<sup>7</sup> Elected President, Vice President, or Chairman of R&E Foundation of RSNA	

**Appendix 1: 2012 Survey of Clinical Scientist Tenure Options in National Top-Tier Departments of Radiology**

Department	Rank (Dx Rad & Rad Onc)*	Rank (Dx Rad)**	Tenure Option	Prerequisites for Tenure				
				Any Grant	NIH Grant	Manuscript Number Level	IF Level	HI Level
UCLA	16	34	Y	N	N	N	N	N
UCSD	9	16	Y	N	N	N	N	N
UCSF	5	2	Y	N	N	N	N	N
U Chicago	20	39	Y	N	N	N	N	N
Duke U	14	18	Y	N	N	N	N	N
Emory U	15	26	Y	N	N	N	N	N
Johns Hopkins U	2	5	Y	N	N	N	N	N
MD Anderson	63	21	Y	N	N	N	N	N
U Miami	NA	NA	Y	N	N	N	N	N
U Michigan	4	12	Y	N	N	N	N	N
Mount Sinai	30	45	Y	N	N	N	N	N
NYU	11	17	Y	N	N	N	N	N
Northwestern	36	22	Y	N	N	N	N	N
U Pennsylvania	3	6	Y	Y	Y	N	N	N
U Pittsburgh	7	13	NA	NA	NA	NA	NA	NA
UVA	39	44	Y	N	N	N	N	N
Wake Forest U	18	33	Y	Y	N	N	N	N
U Washington	10	11	Y	N	N	N	N	N
Washington U	6	7	Y	N	N	N	N	N
U Wisconsin	35	20	Y	Y	N	N	N	N
Yale U	8	14	Y	Y	Y	N	N	N

• Blue Ridge Report  
 \*\* Total Departmental NIH funding

**Appendix 2: Impact Factors of Representative Radiology/Imaging Science-Related Journals**

<b>Representative Journals Related to: General Academic Radiology/Imaging Sciences, Subspecialty Academic Radiology/Imaging Sciences or Specific Imaging Modalities/Technologies</b>	<b>Impact Factor</b>
<i>Journal of Nuclear Medicine (J Nucl Med)</i>	7.022
<i>Radiology (Radiology) / Radiographics (Radiographics)</i>	6.06 / 2.76
<i>Investigative Radiology (Invest Radiol)</i>	4.665
<i>American Journal of Neuroradiology (AJNR)</i>	3.464
<i>Magnetic Resonance in Medicine (Magn Res Med)</i>	3.267
<i>American Journal of Roentgenology (AJR)</i>	2.950
<i>Journal of Magnetic Resonance Imaging (JMRI)</i>	2.747
<i>International Journal of Cardiovascular Imaging (Int J Cardiovasc Imag)</i>	2.539
<i>Academic Radiology (Acad Radiol)</i>	2.195
<i>Journal of Vascular and Interventional Radiology (JVIR)</i>	2.064
<i>Magnetic Resonance Imaging (MRI)</i>	2.042
<i>Abdominal Imaging (Abdom Imag)</i>	1.950
<i>Skeletal Radiology (Skeletal Radiol)</i>	1.387
<i>Journal of Computer Assisted Tomography (JCAT)</i>	1.383
<i>Journal of Thoracic Imaging (J Thorac Imag)</i>	1.207

## COM Policy on Salary Recovery

The College of Medicine expects that all research active faculty members at the level of associate or full professor will recover a minimum of 6 months (50%) of their salary from external sources. This includes faculty members with 9 month appointments; such faculty members are expected to recover 6 months of their combined academic semesters and off duty semester (OD) salaries. At the discretion of the department chair, a three year rolling average of salary recovery may be used to determine whether a faculty member has met these expectations. The fiscal year of July 1-June 30 will be used for these calculations.

Newly hired faculty at the assistant professor level will be expected to recover 25% of their salary within three years, and 50% within 6 years.

Guidelines for direct salary appointment to grants for new grant submissions and for existing grants follow.

### NEW GRANT APPLICATIONS

- 1) All new grants must have budgeted salary recovery to cover the principal investigator's time unless it is precluded by the granting agency (for example, NSF grants).
- 2) On a RO1-type grant or equivalent (eg, DoD, P01, U54 or SP0RE project) a minimum of 3 calendar months (25% effort) must be charged to the grant. This includes Multi-PI (MPI) grants, e.g., for a Dual-PI application 3 months effort should be charged for each investigator.
- 3) For program/project type grants and/or cooperative agreement (eg, P01, U01) co-investigators who direct programmatic and/or shared service cores should be budgeted for a minimum of 1.2 calendar months (10%) effort.
- 4) For grants that allow salary recovery but which limit budgets <\$150,000 per year (e.g., NIH R21 grants or grants from private foundations) a minimum of 1.2 calendar months (10%) of PI salary must be budgeted.
- 5) No cost share of effort is allowed on new grant applications unless specifically required by the granting agency; the written permission of the chair and dean is required in such cases.
- 6) Any exceptions to these guidelines must be provided in writing to the chair with subsequent approval by the chair and the dean. 7) Budgets and internal PA-05 forms for either 12 month appointments or 9 month appointments must follow NIH guidelines for determining effort commitment by calendar months. See: [http://grants.nih.gov/grants/policy/person\\_months\\_faqs.htm#1040](http://grants.nih.gov/grants/policy/person_months_faqs.htm#1040)

Budgeting for 12 month appointments is straight-forward, as calendar months of commitment are directly equivalent to salary months. 9 month appointments are more complicated, and the following examples are provided to clarify how budgets should be prepared:

a) Example of a 9 month/off quarter calculation that fits the NIH guidelines and would be approved by the department and college:

25% time/effort for 9 months and 3 months summer term at 25% time/effort to the project, that is 25% through the entire year

$(9 \text{ mo} \times 25\% = 2.25 \text{ academic months}) + (3 \text{ mo} \times 25\% = .75 \text{ months OQ months}) = 3.0 \text{ months}$ .

b) Example of a 9 month/off quarter plan that doesn't fit NIH guidelines and would not be approved by the college:

0% effort for 9 months (0 months) and 100% effort for three months (3 months)=3.0 months

c) Example by which a PI could recover 2.5 months of off-quarter under semesters with one grant:



39.0% effort for 9.0 months and 83% effort for 3.0 summer months= 3.5 months + 2.5 months=6 months (50% effort through the entire year);

Since 9 month salary is spread out over 12 months, the grant would be charged 29.3 % of 9 month salary per month.

Per Office of Research and Provost guidelines for 9 month appointments under semesters, the extra 2 weeks charged to the grant during the academic year in this example could be repaid by the department to provide the full 3 month OD salary.

**d) Example of full summer salary from two NIH grants, each with 3 months effort:**

$2 \times (1.75 \text{ months (academic year)} + 1.25 \text{ (off-quarter)}) = 3 \text{ months total (25\% effort)}$

Each grant would be charged 14.6% of the 9 month salary per month.

Per Office of Research and Provost guidelines for 9 month appointments under semesters, the extra 2 weeks charged to the grants during the academic year in this example could be repaid by the department to provide the full 3 month OD salary.

**e) Example for 3 grants; every grant is required to budget 3 months effort**

$3 \times (2.17 \text{ months (academic)} + 0.83 \text{ (off-quarter)}) = 3 \text{ months}$

Total effort would be 9 months (75%)

Each grant would be charged 13.5% per month. As above, the additional 0.5 months of OD could be returned by the department from the extra two weeks paid during the regular academic year.

**f) Example of a R21 or foundation grant with 1.2 months effort**

0.6 months academic + 0.6 months OD= 1.2 calendar months.

**g) Example of a NIH grant as a co-I with 1.2 months (10%) effort**

0.6 months academic + 0.6 months OD= 1.2 calendar months

**CURRENT ACTIVE GRANTS**

Essentially the same rules will apply for active grants, that is, a minimum of 3 months (25%) effort per PI per grant must be charged independent of the type of faculty appointment held. To allow time for planning and implementing any necessary adjustments with NIH, the guidelines for existing grants will take effect September 1, 2012. Thus, this will effect off duty salary beginning in fiscal 2013, and grant should be adjusted accordingly.

1) All active grants should be adjusted to a minimum of 3 months (25%) effort at the next non-competitive renewal of the grant.

2) No cost share of effort on an active grant is allowed without the written approval of the chairman and the dean. Cost sharing is allowable on grants that are in No Cost Extensions (grants that are still active, but without new budget years).

3) For active grants held by faculty with 9 month faculty appointments, effort assigned to the off-duty semester must be at least equal to effort assigned to academic semesters.

**Example of adjustment of a grant held by a PI with a 9 month appointment**

Current: 0 months effort academic semesters + 3 months effort off-duty semester=3months effort

Adjusted: 1.5 months effort academic semesters + 1.5 months effort off-duty semester=3 months effort.



Department of Radiology

Richard D. White, MD  
FACR, FACC, FAHA, FSCCT  
Professor & Chairman

Director, Imaging Signature Program

Suite 452A

Faculty Office Tower

395 West 12<sup>th</sup> Avenue

Columbus, OH 43210

Office: 614.293.8490

Fax: 614.366.0743

[Richard.White@osumc.edu](mailto:Richard.White@osumc.edu)

[www.radiology@osu.edu](http://www.radiology@osu.edu)

June 6, 2011

Nathan Hall, M.D.



Dear Dr. Hall:

This is to document the terms and conditions of your appointment to the Chief, Division of Molecular Imaging/Nuclear Medicine in the Department of Radiology.

In this position, you will be expected to supervise the clinical, research and educational aspects of the Department related to molecular imaging and nuclear medicine.

As we have discussed, these duties and responsibilities will require additional efforts above and beyond that of your expected clinical efforts. In recognition of these efforts, you will receive an annual increase of \$50,000 to the base Faculty Group Practice salary. The \$50,000 administrative component will stop if and when you no longer hold the position.

Congratulations on your position as the Chief, Division of Molecular Imaging/Nuclear Medicine. I am pleased that you have accepted this position and I am confident that you will bring new ideas and enthusiasm to this area and propel it to the highest levels of excellence.

Sincerely,

Richard D. White, MD, FACR, FACC, FAHA, FSCCT  
Professor & Chairman, Department of Radiology

Director, Imaging Signature Program



## PHYSICIAN EMPLOYMENT AGREEMENT

This Physician Employment Agreement ("Agreement") is entered into as of July, 1, 2011 ("Effective Date") by The Ohio State University (the "University") on behalf of its Office of Health Sciences, Faculty Group Practice Department of Radiology and Nathan Hall, M.D., (the "Physician").

### RECITALS

WHEREAS, the University conducts its medical, teaching, research and clinical activities through its Medical Center, which includes its College of Medicine (the "COM"), University Hospitals, Arthur G. James Cancer Hospital and Richard J. Solove Research Institute (the "Medical Center"), and Office of Health Sciences, which are operated as units within the University; and

WHEREAS, the University, in furtherance of its medical, teaching, research and clinical missions, operates the Faculty Group Practice ("FGP") within its Office of Health Sciences for the provision of professional medical services in order to make quality health care readily available and accessible to the community with the intention of creating benefits that will be realized by the current patients of the Medical Center, the students of the COM and the citizens of the State of Ohio who will utilize the professional services of the faculty of the COM and the patient care services of the Medical Center and its facilities, and

WHEREAS, Ohio State University Physicians, Inc. ("OSUP") is a tax-exempt corporation which was created to advance the purposes of the medical education program and related research and clinical service activities of the COM, and is the sole recognized College Central Practice Group under the COM Medical Practice Plan effective December 15, 2002 (the "Practice Plan"), as amended. Under the Practice Plan, OSUP is the sole administrator of the patient care of the faculty of the COM; and

WHEREAS, the University and OSUP have entered into an Academic Medical Center Memorandum of Understanding dated January 1, 2011, whereby the University and OSUP agreed to create an affiliated relationship that will establish an integrated model for the delivery of teaching, research and patient care services by the faculty of the COM using the medical facilities of OSUP and the University; and

WHEREAS, the professional medical services of Physician will be performed pursuant to a Master Professional Service Agreement dated January 1, 2011 (the "PSA") between OSUP and the University whereby OSUP will contract with the University to obtain the Physician's professional medical services from the University; and

WHEREAS, Physician possesses specialized training and experience in the medical specialty of radiology and desires to accept employment with the University in the FGP under the terms and conditions of this Agreement, and the University desires to employ Physician under the terms and conditions of this Agreement;

THEREFORE, the parties agree as follows:

#### 1. APPOINTMENT & TERM

1.1 **Appointment.** The Ohio State University hereby employs Physician and Physician hereby accepts employment as a physician with an appointment within the Senior Administrative and Professional staff of the University. Additionally, Physician has an academic appointment in The Ohio State University College of Medicine (the "College of Medicine") that is outlined in a separate Letter of Offer from the Chair of the Department of Radiology, (the "LOO"), a copy of which is attached hereto as Exhibit A. Except as specifically stated otherwise within this Agreement, all rules and regulations of the University apply to this position. Physician acknowledges that Ohio State University Physicians, Inc. ("OSUP") has been established and that Physician shall become and remain a member of OSUP at a time mutually agreed upon by OSUP and the University. Therefore, the University may, in its sole discretion, contract with OSUP to provide Physician's professional services to OSUP.

1.2 **Term.** The term of this Agreement shall commence on the Effective Date and continue through June 30, 2014 ("Term"), unless earlier terminated in accordance with the Termination provisions of this Agreement. Physician's employment pursuant to this Agreement is subject to the approval of the University Board of Trustees, sufficiency of funding, the laws of Ohio, and the rules and regulations and personnel policies of the University. By May 1, 2014, the Parties may mutually agree whether or not to renew this Agreement and, if the parties agree on renewal, the terms of such agreement.

#### 2. DUTIES & QUALIFICATIONS

2.1 Physician will comply with all policies, procedures, rules, and regulations of the University, including but not limited to The Ohio State University Medical Center, that may be adopted and published from time-to-time.

2.2 Clinical, Teaching and Research Duties. Physician shall perform the clinical duties contained in the position description, attached hereto as Exhibit B, and incorporated herein by this reference (the "Patient Care Services"). All of the Patient Care Services shall be performed in compliance with the applicable medical staff bylaws and the policies, rules, and procedures established from time to time by the University and in accordance with the current standards of an academic medical center.

2.3 University Integrity Program. Physician shall be familiar with the University Integrity Program Compliance Manual and The Ohio State University Medical Center Standards for Employee Conduct, both attached hereto as Exhibit C, and shall adhere to their standards and requirements. Physician shall promptly provide complete and accurate medical charts for all services rendered by the Physician, including the name of the patient, the date of service, the nature and extent of services provided, patient diagnosis, and all supporting information necessary for the University to bill such services and to obtain payment. All clinical and administrative responsibilities shall be under the direction of the Chair of the Department of Radiology, the CEO of the FGP and the Chief Medical Officer of the Medical Center (the "Chief Medical Officer"). Physician shall also participate in and cooperate with the implementation of all quality management programs of the University.

2.4 Performance Review. Physician's performance shall be reviewed annually by the Department Chair, the CEO of the FGP and the Chief Medical Officer.

2.5 Medical Staff Appointment and Clinical Privileges.

2.5.1 Physician must apply for, be granted and maintain medical staff appointment and clinical privileges at The Ohio State University Hospitals commensurate with the professional services required under this Agreement. Physician may also be required to apply for, and be granted medical staff appointment and clinical privileges at The Arthur G. James Cancer Hospital and Richard J. Solove Research Institute ("James") if the professional services to be provided under this Agreement are also rendered at the James. If Physician is granted privileges at the James then the Physician must maintain such medical staff appointment and clinical privileges. Physician's application shall be processed pursuant to the Medical Staff Bylaws of the University Hospitals and the James.

2.5.2 Upon termination or expiration of the Agreement for any reason, such medical staff appointment and clinical privileges of the Physician shall automatically expire.

2.5.3 Physician authorizes the hospitals and clinics of the University to share among themselves credentialing, quality and peer review information pertaining to the Physician's clinical competence and/or professional conduct. Such information may be shared at initial appointment and/or reappointment and at any time during the Physician's medical staff appointment to the medical staffs of the hospitals of the University.

2.5.4 Physician authorizes the Medical Center to release information to managed care organizations, regulating agencies, accreditation bodies and other health care entities for the purposes of evaluating the Physician's qualifications pursuant to a request for appointment, clinical privileges, participation or other credentialing or quality matters.

2.6 Licensure. Physician shall comply with all laws, rules and regulations of all applicable governmental authorities pertaining to licensure, health and safety, documentation and billing for services, and any other duties and obligations under this Agreement. Physician is, and at all times during the Term of this Agreement, shall continue to be, duly licensed and authorized to practice medicine in the State of Ohio. Physician has and will maintain all necessary narcotics and controlled substances registration numbers required for the performance of the duties under this Agreement. Physician shall be board certified in Nuclear Medicine or otherwise meet the board certification requirements of the applicable medical staff bylaws.

2.7 Exclusive Practice. Physician agrees to devote the Physician's professional efforts exclusively to the interest of the University and shall not engage in the practice of medicine other than for the University. Professional services in this context shall include responsibility for all aspects of patient care and services in accordance with recognized standards of care. Physician hereby agrees that during the Term of this Agreement, he or she shall not enter into any type of arrangement with any third party to render any professional services without the prior written consent of the Chair of the Department. Voluntary charitable care is encouraged and will be approved by the University with the consent of the chair and the dean. The Physician further agrees to abide by the

University Policy on Faculty External Consulting for the provision of administrative or consultative services.

2.8 Scheduling and Patient Care Responsibilities. The Chair or his/her designee shall retain the right to reasonably schedule the physician's hours and patient care responsibilities, including but not limited to call coverage, consistent with the needs of the department. The Physician shall adhere to the scheduling and other access standards of the department, including, but not limited to:

2.8.1 Providing a reasonable amount of care to self-pay, including charity, patients of OSU and residents of the community; and

2.8.2 Seeing and treating Medicare and Medicaid patients.

2.9 Absences. Physician shall provide the Chair or his/her designee with not less than thirty (30) days advance notice of any expected absence or other inability to perform scheduled services and shall immediately notify the Chair or his/her designee of any illness, emergency, or other case giving rise to an unexpected absence or inability to perform such service.

2.10 Nondiscrimination. Physician shall treat all patients without discrimination on account of sex, age, color, national origin, ancestry, race, religion, Vietnam era or other military status, disability, sexual orientation or gender identity or expression.

2.11 Support of The Ohio State University Medical Center. Physician shall refer patients treated by Physician to practitioners, providers and suppliers within The Ohio State University Medical Center provided, however, that referral within The Ohio State University Medical Center shall not be required if: (i) the patient expresses a preference for a different practitioner, provider or supplier; (ii) the patient's insurer determines the practitioner, provider or supplier; or (iii) the referral is not in the best interest of the patient in Physician's reasoned medical judgment. The decisions regarding the diagnosis and treatment of patients are the province of a physician and, therefore, all such decisions will be the responsibility of Physician to be rendered in accordance with the standards of good medical practice and in accordance with the practice guidelines approved or endorsed by the University.

### 3. Compensation

3.1 Total Base Salary. The University shall pay annual compensation (the "Total Base Salary") totaling three hundred fifty four thousand two hundred forty dollars and sixty eight cents dollars (\$354,240.68) minus applicable withholdings to Physician for

Clinical Services performed pursuant to this Agreement and for Academic Services performed pursuant to the academic appointment. Total Base Salary is comprised of the following:

- 3.1.1 Subject to Section 3.3 of this Agreement, Clinical Services Salary of \$268,251.96 annually payable in substantially equal monthly installments for the Term of the Agreement.
- 3.1.2 Academic Services Salary, as more fully described and subject to the terms in the LOO as compensation for the Physician's appointment, of \$35,988.72 annually for the term of the LOO.
- 3.1.3 As Division Chief of Nuclear Medicine your salary of \$50,000.00 as more fully described and subject to the Division Chief Appointment Letter attached to this Agreement as Exhibit E. You will be compensated at this salary so long as you hold this position.

3.2 Other Benefits. In addition to the benefits defined in the LOO, Physician shall be eligible for any applicable benefits provided for similarly situated employees of the University. Continuing Medical Education expenses are determined by Physician's college of medicine department. As a Physician in the department of Radiology, you will receive up to eight thousand dollars (\$8,000) per fiscal year (prorated if partial fiscal year worked) to cover the reasonable costs of attendance, including fees and travel expenses, subject to the University's travel policies. Physician shall provide the University with adequate proof of such costs as required under University policy, as are incurred by Physician. This amount may be applied to conferences or seminars and related travel expenses, publications and membership dues.

3.3 Productivity. By the commencement of this Agreement, it is expected that Physician will be clinically productive for Physician's patient care services, as measured by Work Relative Value Units ("wRVUs"), at 5,192 wRVUs annually (433 monthly), which represents the 50<sup>th</sup> percentile for an academic Nuclear Medicine specialist per the then current *Association of Administrators in Academic Radiology Faculty Salary and Productivity Survey*, (hereafter, called "Productivity Requirement"). Physician will be provided with quarterly reports detailing the Physician's wRVUs and other practice financial information (e.g., practice net collections, practice expenses, etc.). If the Physician's wRVU falls short of the Productivity Requirement, then the Chair may take

reasonable and appropriate action. The Chair may choose not to take action if the Department or Division, to which the physician is assigned, as a whole met the productivity expectation. The Physician and the Department Chair may, within a thirty (30) day period, jointly develop a plan to increase Physician's wRVUs. If a decision is made to enter into such a plan, then the parties shall implement such plan immediately over the next one hundred and twenty (120) day period (the "Implementation Period"). After the Implementation Period, should the Physician's productivity not satisfy the Productivity Requirement, after providing Physician with thirty (30) days prior written notice, the University may, in its sole and absolute discretion and without further delay, decrease Physician's Clinical Services Salary. The patient care services portion of the Clinical Services Salary will decrease to an amount determined by multiplying the patient care services salary by the ratio of the Physician's actual wRVUs to the Productivity Requirement. The parties shall evaluate Physician's wRVUs funding every six (6) months thereafter. If the Productivity Requirement is met at that time, the full Clinical Services Salary shall be reinstated for the next twelve (12) month period. If the Productivity Requirement is not met, the adjusted Clinical Services Salary shall remain in effect for the next six (6) month period.

3.4 **Clinical Services and Performance Incentive Plan.** In addition to the Physician's base salary, Physician may be eligible for an incentive bonus up to \$89,100 minus applicable withholdings based upon the approved faculty incentive plan established by the department, attached hereto Exhibit D. In the event that your performance and productivity exceed expectations you may be eligible for additional compensation subject to an additional fair market value evaluation obtained by the University prior to receipt of the additional compensation.

3.5 **Compliance with Billing Compliance Program.** The Physician may be ineligible to receive all or a portion of the Clinical Services Salary in the event that the Physician does not comply with the University's billing compliance programs.

3.6 **Compliance with Section 409A of the Internal Revenue Code.** This Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and, to the maximum extent permitted by law, shall be administered, operated and construed consistent with this intent. Any reimbursements or in-kind benefits provided under this Agreement that are subject to Section 409A of the Code shall be made or provided in accordance with the

requirements thereof, including, where applicable, the requirements that (a) any reimbursement is for expenses incurred during the period of time specified in this Agreement, (b) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a taxable year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, (c) the reimbursement of an eligible expense will be made no later than the last day of the taxable year following the taxable year in which the expense is incurred, and (d) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. In addition, each payment of compensation under this Agreement shall be treated as a separate payment of compensation for purposes of applying the exclusion from Section 409A of the Code for certain short-term deferral amounts. Nothing in this Agreement shall be construed as the guarantee of any particular tax treatment to Physician, and the University shall not have any liability with respect to any failure to comply with the requirements of Section 409A of the Code.

#### 4. RESPONSIBILITIES OF THE UNIVERSITY

4.1 **Space, Services and Equipment.** The University shall provide Physician with appropriate space, equipment, staff, billing services, and supplies to conduct the practice of medicine on behalf of the University.

4.2 **Professional Liability Insurance.** Upon application and acceptance by the University's Self Insurance Program, Physician shall be provided professional liability coverage on an occurrence basis at a level of at least two million dollars (\$2,000,000) per claim for medical services provided: a) during the term of Physician's employment, and b) within the scope of this Agreement.

4.3 **Billing and Collection.** The University shall be responsible for the billing and collection of payments for medical services rendered to patients by Physician. Physician agrees to appoint the University as Physician's agent to bill patients in Physician's name; receive from and on behalf of Physician's payments from insurers, Medicare, Medicaid and all other third party payers; and take possession of and endorse in the name of Physician any notes, checks, money orders, insurance payments and any other instruments received in payment for the medical services rendered by Physician. Physician shall execute all necessary documentation required by Medicare permitting the University to bill and receive payment from Medicare Part B. The University will assume full financial responsibility for all billing and collection

activity, and any errors resulting solely from its actions. The University may contract with any entity that, in its judgment, is qualified to perform these billing and collection services. Physician shall cooperate and provide assistance as requested by the University to enable the University to carry out its billing and collection activities. All fees for Physician services rendered in performance of this Agreement, including without limitation, fees for office visits, home visits, hospital visits, outpatient services, and any other activity resulting in the generation of a fee for medical services shall accrue and belong exclusively to the University. All uncollected charges and accounts receivable attributable to Physician services shall remain the sole and exclusive property of the University upon expiration or termination of this Agreement and Physician's employment.

4.4 **Third Party Payer Agreements.** On behalf of Physician, the University and/or OSUP shall have the right and authority to enter into provider agreements with insurance companies, HMOs, PPOs, employers, physician organizations or networks, PHOs and other third party payers and to require the participation of Physician in such agreements.

4.5 **Authorization.** Physician hereby authorizes the University and/or OSUP to compile and submit any and all information necessary for credentialing and peer review purposes to accrediting, licensure and regulating entities, insurance companies, HMOs, PPOs, employers, Physician organizations or networks, PHOs, and other third party payers. The University and/or OSUP shall inform Physician of and Physician shall adhere to all policies and requirements contained in such agreements as implemented by the University and/or OSUP.

#### 5. ELIGIBILITY TO PARTICIPATE IN HEALTH CARE PROGRAMS & NOTIFICATIONS

5.1 **Eligibility To Participate In Health Care Programs.** Physician represents and warrants that Physician is not excluded from participation, and is not otherwise ineligible to participate, in a "Federal Health Care Program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Physician is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term of this Agreement, Physician will notify the Chief Medical Officer in writing immediately upon the occurrence of such event. The University may terminate Physician immediately in the event of exclusion under Section 6.2.3. of this Agreement.

5.2 **Notifications.** Physician shall notify the Department Chair, CEO of the FGP and the Chief Medical Officer immediately upon the occurrence of any of the following: (i) any modification, restriction, suspension, or revocation of Physician's license to practice medicine in Ohio or of Physician's board certification; (ii) any modification, restriction, suspension, or revocation of Physician's registration to prescribe or to administer controlled substances; (iii) the imposition of any sanctions against Physician under the Medicare or Medicaid or successor programs; (iv) any other professional disciplinary action or criminal or professional liability ("malpractice") action of any kind against Physician which is either threatened, initiated, in progress, or completed as of the Effective Date and at all times during the Term; (v) if the Physician is charged with, or convicted of, a felony; or (vi) Physician's incapacity or impairment or any condition affecting Physician which renders Physician unable to provide the services as required under this Agreement, which notice shall set forth with particularity the reasons for or the description of the matter.

**6. TERMINATION**

6.1 **Without Cause Termination.** Either party may terminate this Agreement without cause by sending written notice to the other party sixty (60) days in advance.

6.2 **Termination by University.** The following sections of the Agreement apply exclusively to this Physician Employment agreement. This Agreement may be terminated for cause immediately by the University upon the occurrence of any of the following events:

- 6.2.1 Upon the loss or suspension (whether temporary or permanent) of Physician's license to practice medicine under the laws of the State of Ohio, or the loss or suspension (whether temporary or permanent) of Physician's registration to prescribe or administer controlled substances;
- 6.2.2 Upon Physician's conviction or guilty plea of a felony;
- 6.2.3 Upon Physician's exclusion from participation in a government sponsored healthcare program;
- 6.2.4 Upon the revocation of Physician's staff privileges at any University hospital; or
- 6.2.5 Upon the loss of Physician's academic appointment at the College of Medicine.

**6.3 Termination by University With Ability To Cure.** This Agreement may also be terminated by the University for cause upon thirty (30) days written notice to the Physician, upon the following events, provided, however, that the Physician may successfully cure the following defaults to the University's satisfaction within such thirty (30) day period:

- 6.3.1 Upon Physician's breach of the Agreement or other non-compliance with the position description or terms of this Agreement;
- 6.3.2 Upon the University's good faith determination that Physician is not providing adequate patient care or that the health, safety, or welfare of patients is jeopardized by Physician's continued performance under this Agreement;
- 6.3.3 Upon the failure of the Physician to actively participate in Medicare, Medicaid (or successor programs), or any managed care program in which the University is a participant;
- 6.3.4 Upon the failure of Physician to meet the standards of performance of the University;
- 6.3.5 Upon Physician becoming ineligible for professional medical liability insurance coverage due to Physician's acts or omissions;
- 6.3.6 Upon Physician conducting himself in an unprofessional, unethical or fraudulent manner, and if, in the opinion of the University, such conduct is detrimental to the reputation, character and standing of the University; or
- 6.3.7 Upon Physician's failure to comply with the duties outlined in the LOO, as determined by the University.

**6.4 Physician's Termination.** The Physician may terminate this Agreement if the University breaches any material term of this Agreement and does not cure such breach within thirty (30) days following receipt by the University of written notice thereof from the Physician.

**6.5 Termination Due To Change In Law.** The parties recognize that this Agreement is subject to applicable state, local and federal law, and shall be subject to amendments of such laws and regulations and to new legislation (collectively, "Law"). In the event that any change in applicable Law, or change in interpretation of such Law, is inconsistent with the terms of this Agreement, the Law shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall

negotiate in good faith to accommodate the terms and interests of this Agreement to the greatest extent possible consistent with the requirements of applicable Law. If the parties cannot agree upon mutually acceptable terms, the University may terminate this Agreement upon thirty (30) days written notice to Physician.

**6.6 Termination Due to Death or Disability.** In addition to reasons for termination described elsewhere in Section 6 of this Agreement, the University may terminate this Agreement due to Physician's death or disability as stated below.

6.6.1 This Agreement may be terminated by the University upon the death of the Physician.

6.6.2 Subject to applicable federal, state and local laws, rules and regulations as well as the applicable University policies, procedures and guidelines, this Agreement may also be terminated by the University upon Physician's illness or disability which precludes Physician from performing the essential functions of the Physician's job.

## **7. CONFIDENTIALITY, ACCESS TO RECORDS & RESTRICTIVE COVENANTS**

**7.1 Confidentiality.** During the Term and at all times thereafter, Physician agrees to comply with all of the privacy and security requirements of the Health Insurance Portability and Accountability Act ("HIPAA") regarding all protected health information ("PHI") that Physician encounters during the Term. In accordance with HIPAA, Physician agrees to maintain the confidentiality of all PHI after the termination of this Agreement. Physician also agrees to keep absolutely confidential during employment and thereafter all confidential information of the University including, but not limited to, all fee schedules or price lists and all financial information and business plans.

**7.2 Access to Records.** All patient records, films, referring physician correspondence, hospital charts, billing records, reports, insurance records, and any other document concerning any patient treated by Physician while employed by the University shall belong to and remain the property of the University. All such documents must be returned to the University's possession upon completion of Physician's employment or expiration of this Agreement. After completion of Physician's employment, Physician may be granted access to patient records as needed to respond to litigation and any regulatory actions, in accordance with the Law.

7.3 **Non-Solicitation.** Physician agrees that during the Term and for a period of one (1) year after termination of this Agreement, Physician shall not, other than on behalf of and for the exclusive benefit of the University and/or OSUP, directly or indirectly, *within a ten (10) mile radius of any University facility where Physician regularly performs Patient Care Services:*

- 7.3.1 Solicit the business of any person, firm, entity, Institution or business with whom the University has or has had an arrangement to provide medical services;
- 7.3.2 Influence or encourage any employee of the University to terminate that employment relationship;
- 7.3.3 Solicit or attempt to solicit any of the University's patients to receive medical services from Physician or any employer, person, firm, entity or business associated with Physician (other than the University); or
- 7.3.4 Interfere with or disrupt or attempt to disrupt, or take any action that could reasonably be expected to disrupt any past or present or prospective relationship, contractual or otherwise, between the University and any physician, physician group, entity, person, firm, Institution, business, clinic, HMO, insurance company or plan, third party payor, or other entity with whom the University does business.

Physician acknowledges and agrees that the geographic area set forth above is the area from which the University derives a substantial portion of its patients, that the foregoing restriction is a reasonable one for the protection of the good will and business of the University and that the foregoing restriction does not place any undue hardship on Physician.

7.4 **Injunctive Relief.** Physician further acknowledges and agrees that the University's remedy at law for any breach of the obligations set forth in this Article would be inadequate and that temporary and permanent Injunctive relief may be granted in any proceeding which may be brought to enforce the provisions of the Article without the necessity of proof of actual damages. Such remedy shall be cumulative, non-exclusive and shall be in addition to any other available remedy. In the event that any provision of this paragraph is determined by a court of competent jurisdiction to be unenforceable, Physician understands that the court has jurisdiction to reform this paragraph and enforce the intent of the parties to the maximum extent permitted by

law.

The time period reflected in this Article shall not include such time as may be required for litigation or appeal or such time as Physician is in breach of this Agreement so that such one (1) year period shall be extended for a period equal to that in which Physician is in breach of this Agreement and such time as may be required until final adjudication of any litigation or appeal.

The covenants contained in this Article shall be construed as independent of any other provisions of this Agreement and the existence of any claim or cause of action of Physician against the University.

#### **8. COMPLIANCE WITH LAWS**

The compensation set forth in this Agreement has not been determined in any manner which takes into account the volume or value of any Medicare, Medicaid or any other third party referrals of business between Physician and the University. The parties entered into this Agreement with the intent of conducting their relationship in full compliance with applicable local, state and federal laws including compliance with the federal and state Medicare and Medicaid anti-fraud and abuse laws and regulations and specifically the Employee Safe Harbor and the federal law entitled *The Financial Relationships between Physicians and Entities Furnishing Designated Health Services* ("Stark") and specifically the Employee exception under Stark.

Notwithstanding any unanticipated effect of any provision herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse or Stark provisions. Such payments are intended solely as compensation for Physician's services as delineated in this Agreement and for Physician's faculty appointment.

#### **9. MISCELLANEOUS**

9.1 **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter expressly addressed herein and there shall be no implied terms in addition to the express terms contained herein.

9.2 **Amendments.** Any amendments to this Agreement must be in writing and signed by both of the parties hereto.

9.3 **Applicable Law.** All questions regarding the validity or construction of this Agreement shall be determined in accordance with the laws of the State of Ohio.

9.4 **No Waiver.** The failure or delay of any party to exercise any right, power or privilege under this Agreement shall not operate as a waiver of such right, power or privilege. The partial exercise of any right, power or privilege shall not operate as a waiver of any other right, power or privilege under this Agreement.

9.5 **Assignment.** Physician shall have no right or power to assign or otherwise transfer this Agreement, or any of the Physician's rights, duties, or interests herein without prior written consent of the University; any such purported or attempted assignment shall be null, void and of no force or effect. The University shall, in its sole discretion, be permitted to assign this Agreement.

9.6 **Headings.** Headings are provided for the convenience of the parties, and shall not affect the interpretation of any provision.

9.7 **Notices.** Any notice, demand, approval, consent, or other communication required, permitted, or desired to be given hereunder shall be deemed received two (2) business days following mailing of certified or registered mail (return receipt requested) or immediately upon hand delivery addressed as follows:

**IF TO PHYSICIAN:**

Nathan Hall, M.D.  


**IF TO UNIVERSITY:**

Chair, OSU Department of Radiology  
Suite 450  
395 W. 12<sup>th</sup> Avenue  
Columbus, OH 43210

**WITH A COPY TO:**

Associate General Counsel  
OSU Office of Legal Services  
200 Melling Hall  
370 West 9<sup>th</sup> Avenue  
Columbus, OH 43210

or to such other address and to the attention of such other person(s) or officer(s) as either party may designate by written notice to the other party. Further, Physician shall