

CHILDREN'S MERCY HOSPITALS AND CLINICS

Resident Agreement of Appointment

Dear _____:

The Children's Mercy Hospital's Graduate Medical Education (CMHGME) Office has recommended your acceptance into the Pediatric Residency Program ("Program") at the postgraduate year level _____ of training from _____ to _____. Although you may rotate to other hospitals during the Program, the primary site for your clinical training in the Program will be Children's Mercy Hospital (CMH). This hospital, and all other hospitals to which you rotate during the Program, are referred to herein collectively as Affiliated Hospitals and each individually as an Affiliated Hospital.

Your appointment to the Program as a Trainee ("Trainee") is contingent upon your execution of, and compliance with the terms of this letter of agreement and upon your obtaining a valid Missouri medical license and a valid ECFMG certificate and/or J-1 visa if applicable. Failure to qualify for licensure automatically nullifies the offer of this appointment.

The Children's Mercy Hospital Graduate Medical Education (CMHGME) Manual and Program Training Policy Manual can be accessed via the GME website at <http://www.childrensmercy.org/mso/zone/zone.asp?zone=28>. The GME Manual, which is incorporated herein by this reference, sets forth the terms and conditions of your appointment.

1. Rules, Policies, and Guidelines

As a member of the CMH Housestaff you will be required to abide by the rules, policies and procedures contained in the GME Manual, the applicable policies, procedures, bylaws, rules and regulations of each Affiliated Hospital, and the guidelines established by applicable regulatory and accrediting bodies, including, without limitation, the Accreditation Council for Graduate Medical Education (ACGME).

2. Term

The term of this letter of agreement is one (1) year commencing on _____ / _____, _____, unless your appointment is terminated earlier. You may be considered for advancement to succeeding postgraduate years of training in the program if your performance is judged to be satisfactory and you have complied with the program's requirements, but such advancement is not guaranteed. Your continuation in the program beyond the current term of this letter agreement requires a separate agreement addendum for any succeeding training year.

3. Trainee Responsibilities

The program shall provide the Trainee a written description of his/her responsibilities appropriate to the Trainee's level of training. This description shall be attached to this letter of agreement. Each Trainee must agree to be bound by the CMH policies, rules and regulations that relate to his/her activities as a Trainee. These can be found in the manual. These policies may be amended at any time.

Every Trainee is expected to complete the full term of his/her contract. If, because of personal extenuating circumstances, a Trainee must break his/her contract, the resident must give at least two months notice to the Office of GME and the Program Director (PD).

4 (a). Stipend

You will receive an annual stipend in the amount of \$ [REDACTED] in accordance with the CMHGME regular stipend payment as set forth in the manual. Your stipend will be subject to required withholding and taxes. You will also receive a grant of \$300.00 per month for each month of service for twelve months during the first year of your residency training.

4 (b). Benefits:

The Trainee shall also be entitled to participate in certain benefit programs provided by the CMH. Details are attached to this agreement.

All Categorical Pediatric trainees are provided an educational (see GME Manual) stipend in the amount of \$500 as a year I, \$1,000 as a year II, and \$1,500 as a year III. These annual stipends are non-transferable, so that any money left in a trainee's account will not be carried over to the following year.

5. Holidays

The Hospital recognizes the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. Staffing and patient load are minimized on these holidays. Although the Hospital attempts to reduce the hours the trainee must be available on holidays, the reduction in hours will vary depending on the needs of the Hospital.

6. Memberships and Professional Activities:

Membership in the American Academy of Pediatrics will be provided to all Categorical Pediatric Trainees at the Hospital's expense. CMH encourages residents to participate in scholarly activities by way of research, presentations at conferences and meetings and serve on various hospital committees.

7. Trainee Quarters

Trainee housing is not provided; each trainee is responsible for providing his/her own living quarters. Each trainee is allotted \$12.00 for a meal each night he/she is on in house call at the Hospital. Each trainee is responsible for the laundering of lab coats and scrubs. Trainees are eligible to use the medical library during the term of their appointment, which is available at all hours on all days. Trainees also have access to the University of Missouri-Kansas City School of Medicine Library and its online resources. Trainees are provided on-call rooms, which are properly heated and air-conditioned, lounge, and showers. Each on-call room is equipped with a bed, computer and phone. Locker facilities for storage of books, coats, etc. are provided. All trainees are provided free parking at the hospital during the term of their appointment.

8. Professional Liability Insurance

For all Trainees who maintain only Missouri license professional liability insurance is provided through CMH's self-insured trust in the amount of two million dollars (\$2,000,000.00) at the Hospitals expense for acts committed while carrying out their responsibilities under direct supervision of a duly appointed member of the medical faculty or a physician at an institution that has a formal, written affiliation agreement for the Trainees services signed by the officers of the program, and approved by legal counsel and the DIO. Professional liability insurance for Trainees who also maintain a KS license will be provided in accordance with the Kansas law including participation in the Kansas Health Care stabilization fund as prescribed by KSA 40-3402(a) and are not covered for services at an institution without a formal, written Affiliation Agreement, or for services while moonlighting at a non CMH institution.

At all times during your appointment and after its termination, Trainee must cooperate with representatives and legal counsel of CMH and the Affiliated Hospitals in risk management activities and the defense of professional liability claims. Trainee will remain liable for any claim or lawsuit, whether medical professional, general liability, auto liability, or other liability, which occurred prior to your appointment, regardless of when such claim or lawsuit is first asserted.

9. Health & Disability Insurance

Group health insurance is offered to all Trainees, effective the date of hire. Trainees are eligible for group health insurance for the Trainee and the Trainee's dependents at CMH expense.

The Trainee is eligible for a long-term disability benefit equal to sixty percent (60%) of the Trainee's base salary if the Trainee is disabled for a period of at least ninety (90) days, in accordance with the terms of the Disability Insurance Policy.

10. Vacations, Leaves of Absence, and Paid Time Off

CMH provides all Trainees with up to twenty (20) days of paid vacation for each term, which cannot be carried over from one year to the next. No payment will be made for unused vacation. Vacation must be approved by the PD in advance.

Trainees are provided 1 day (8 hours) of paid time off for illness after each full month of service. Accrued paid time off for illness may be used concurrently and can be carried over from one year to the next. In addition, the Trainee is provided one time up to ten (10) working days to be used for any absences due to illness or maternity leave during the entire period of the Residency program, without being required to use accrued paid time off. Trainees may use up to five (5) working days of accrued paid time off for illness of a family member or for paternity leave. A family member is defined as a spouse, child, parent or sibling.

Leaves of Absence are granted on a case-by-case basis by the PD, in accordance with the particular Residency Review Committee (RRC) and/or specialty board rules. Leaves of absence are either paid or unpaid depending on the case. The use of leave exceeding the limits established by the Hospital or Program may require extension of training. All stipend payments and benefits will be suspended during a Leave of Absence without pay. However, Trainees may continue to pay for their portion of the contribution toward the health care and the Hospital will pay its part if a Trainee takes a leave of absence. The Trainee, upon return from a leave of absence, may be required to reapply to the Program and he/she may not be assured a position.

11. Conditions of Appointment

Your appointment to the program is conditioned on each of the following. If any one of these conditions is not satisfied at the time you begin your appointment and/or at any time during the term of your appointment, your appointment may be immediately terminated by CMHGME.

- You must continuously be licensed by the State of Missouri and other states as needed to provide medical services.
- You must appear for USMLE or COMLEX Step III examination and pass the same before the end of your PL2 residency year.
- You must fulfill all of the requirements for professional malpractice and other applicable liability coverage established by the Hospitals at which you receive clinical training.
- You must be a citizen of the United States or hold at minimum a permanent residency card or J-1 visa for the duration of your training.
- If you are not a citizen of the United States, you must obtain all approvals and permission and must have employment eligibility authorization for the duration of your training.
- If requested during your appointment, you must provide reasonable documentation regarding the current status of any professional qualifications or other qualifications set forth above.

- You must at all times act in a professional manner and comply with the standards of ethics applicable to your profession.
- You must immediately notify GME Office of any action, investigation or proceeding, termination, suspension, revocation, or material change in, or any similar action initiated with respect to, any of the qualifications set forth above including, without limitation, your license to practice medicine.
- You must immediately notify each Affiliated Hospital of any professional liability or other claim made or threatened against you or such Affiliated Hospital related to your provision of services as part of your clinical training at such Affiliated Hospital, as well as any incident required to be reported pursuant to the Affiliate Hospital's reporting policies.

12. Conditions for Reappointment

In instances where a Trainee agreement is not going to be renewed, the Trainee will be provided notice of intent not to renew the agreement no later than three (3) months prior to the end of the current agreement. However, if the primary reason for the nonrenewal occurs within the three (3) months prior to the end of the agreement, the Hospital will ensure that the Trainee receives as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the agreement. In the event of nonrenewal, the Trainee has the right to a fair hearing through the GME's grievance procedures.

13. Disciplinary Actions

During the term of this agreement, the Hospital may take corrective actions such as suspension and termination with cause as set forth below:

- If you fail to satisfy any of the conditions described in this document
- If you have unsatisfactory performance based on in-service examinations, quizzes, and/or oral/written examinations and evaluations
- If you fail to show expected rate of improvement in fund of knowledge
- Unsatisfactory participation in conferences
- Unsatisfactory acquisition of clinical or technical skills
- Unsatisfactory performance expected in the clinical setting
- If you provide care without appropriate staff supervision
- Misconduct
- If you violate institutional and/or program policies and procedures or those of an affiliate
- If the safety of the patients is threatened
- If you have incomplete, deficient or delinquent charts or medical records
- If you are impaired, intoxicated or show evidence of substance abuse
- If you are convicted of a felony or a crime that could have an adverse effect on the reputation of CMH or the Affiliated Hospitals
- If you show unethical or unprofessional behavior
- Insubordination

- If you harass staff or personnel including sexual harassment or racial/ethnic discrimination
- If you are unable to perform the essential duties regularly required of all trainees in a program
- If you are placed on the excluded providers listing maintained by the Federal Government
- Matters which are subject to the grievance procedures of the program are those relating to the above disciplinary actions, and alleged non compliance with the provisions of this Agreement, any alleged non compliance with the policies and procedures governing GME and/or the general policies and procedures of the Hospital

14. Grievance Procedures

Trainees who disagree with a corrective action taken and who feel they have been treated unfairly or have complaints are encouraged to use the following procedure.

1. Discuss the problem with the appropriate PD, Faculty Member, Chief Resident or Medical Director of GME as soon as possible, usually no later than thirty (30) days after the corrective action has been taken barring extraordinary circumstances. The Trainee shall put his or her concerns in writing, and the matter shall be promptly investigated. The Trainee shall be informed of the result of the investigation in writing.
2. If the Trainee is not satisfied with the resolution or if no resolution is provided within 15 days after the Trainee submits the letter of concern, the Trainee should contact the PD or the Medical Director of GME within fifteen days.

15. Involuntary Termination of a Trainee Employed by CMH

The following procedure will apply if the resolution of the concern includes probation, suspension or termination of the Trainee. This procedure can be found on our website at <http://www.childrensmarcy.org/Content/view.aspx?id=344>. – Where is it?

1. The PD will meet with the Medical Director of GME and/or the Administrative Director of GME to apprise them of the action taken. The Medical Director of GME will convene a quorum of the Medical Staff Education Committee (MSEC) members with at least one Resident representative present within five (5) weekdays to review the action.
2. The PD will appear before the MSEC to explain the probation, suspension or termination and to answer questions.
3. The MSEC, with a majority vote of those present, will decide whether to uphold the PD's action or to make new recommendations to the PD in writing.
4. The Fellow will have five (5) weekdays to appeal the decision in writing to the Medical Director of GME or the designee.

5. If an appeal is filed, the Medical Director of GME and/ or Administrative Director of GME will review the process and any additional materials provided by the resident. Upon the recommendations of the Medical Director of GME, the Pediatric Residence Program Committee (PRPC) is conveyed by the Executive Medical Director of CMH. The resident is provided an opportunity to present his/her information challenging the decision of the Program Director and the MSEC.
6. The decision of the PRPC is final with written communication of the decision provided to the resident and copy to the PD and Medical Director of GME.
7. If the Trainee's program is sponsored by UMKC, the PD will inform the Associate Dean/DIO at UMKC of the suspension/ termination for a review only of the process by the Sponsoring Institution's GME Council.
8. If the Sponsoring Institution finds that the due process was not followed, the PRPC will reconvene to follow the due process.

16. Covenant Not to Disclose Confidential Information

Trainee agrees not to communicate, divulge or use for the benefit of any person, partnership, firm or corporation, any of the charts or records of patients, reports, lists of names of patients, or any other confidential information of any type or description. In the event Resident leaves the Residency Program of the CMH, said Resident agrees that he/she will not take, carry away or use in any manner, any records of information of the type described in the preceding sentence. This section will survive the expiration or any termination of this Agreement.

17. Duty Hours

All trainees are expected to be in compliance with the guidelines established by the ACGME for Duty Hours. Duty Hours are defined as all clinical and academic activities related to the Program, such as patient care, administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled activities such as conferences. Duty hours do not include reading and preparation time spent away from the duty site.

Trainees are limited to 80 hours per week, averaged over a four (4) week period, inclusive of all in-house call activities. Trainees must take one (1) day in seven (7) off to be free from all educational and clinical responsibilities, averaged over a four (4) week period, inclusive of call. Trainees must take adequate time off for rest and personal activities consisting of a 10-hour time period between all daily duty periods and after in-house call. Children's Mercy Hospital does not allow any exceptions to the ACGME duty hour requirements in support of the physical and emotional well-being of the Trainee, promoting an educational environment and facilitating proper patient care.

18. Moonlighting

Trainees are not required to engage in moonlighting activities. If the Trainee requests to moonlight, these activities must be approved by the PD in writing and made part of his/her file. Moonlighting activities cannot interfere with the ability to achieve the goals and objectives of the Program and cannot violate the ACGME rules and regulations for Duty Hours. Trainees who engage in moonlighting will be monitored on performance, and if the PD feels these activities are interfering with patient care, may lead to withdrawal of permission at any time and without notice.

19. Counseling Services

CMH provides Trainees with an Employee Assistance Program, called “New Directions.” This program offers professional consultation and short term assistance and referral for additional assistance if necessary for Trainees who are experiencing physical, educational, legal or psychological difficulty.

20. Physician Impairment

Any Trainee deemed to be impaired has the right to be treated in the same manner as those subject to other treatable diseases with respect to confidentiality and should be reported to the Program Education Committee. An investigation will be conducted in conjunction with the Missouri Physicians Health Program to determine the validity of the report. If the investigation reveals probable impairment, intervention will occur. If the trainee refuses evaluation and/or treatment, the PD will decide the appropriate action which is not limited to probation, suspension or termination from the Program.

21. Harassment

CMH strives to offer an environment free from any type of harassment, specifically based on age, sex, race, religion, color, creed, national origin, or disability. Harassment is defined as unwelcome or unsolicited verbal, non-verbal, printed or electronic mail, or physical conduct which substantially interferes with an employee’s job performance is directed at a patient or visitor, or which creates an intimidating hostile or offensive environment.

22. Sexual Harassment

CMH, in accordance with providing a positive discrimination-free environment, mandates that sexual harassment in the workplace is unacceptable conduct. Sexual harassment is defined as unwelcome sexual advances or request for sexual activity by a CMH employee in a position of power or authority to an employee, or other unwelcome verbal or physical conduct of a sexual nature by a CMH employee to another employee or CMH client, when: submission to or rejection of such conduct is used explicitly or implicitly as a condition for academic or employment decisions, or the purpose or effect

of such conduct is to interfere unreasonable with the work or academic performance of the person is to create an intimidating, hostile or offensive environment.

CMH prohibits retaliation against any person who brings an accusation of discrimination or sexual harassment, or who assists with the investigation or resolution of sexual harassment. Sexual harassment is subject to discipline, up to and including separation from this agreement. CMH may discipline an employee who has been determined to bring an accusation of sexual harassment in bad faith.

23. Program Closure/Reduction

In the event that a Program or Sponsoring Institution is closed, de-accredited, or discontinued for any reason, through actions by the state or external accrediting bodies, Trainees will receive notification of a projected closing date as soon as possible after the decision to close the Program is made.

In the event that a Program or Sponsoring Institution closes its training, the current Trainees will receive notification of such closure. Trainees already in the Program will be allowed to complete their training or be assisted in enrolling in another ACGME-accredited Program in which they can continue their training.

*I hereby accept this appointment to the Children’s Mercy Hospital **Pediatric Residency Training Program**. It is expected that I will meet all eligibility requirements imposed by these policies. I further attest that I will be able to provide a negative drug screen upon employment and will undergo a background check, in accordance with the hospital’s policy. I understand that I am expected to sign and return one copy of this House Staff Agreement to the CMHGME Office within 30 days from the date of receipt or no later than thirty (30) days prior to my date of hire whichever is earlier.*

Trainee Signature

Date

Denise Bratcher, D.O.
Pediatric Residency Training Program Director

Date

Jane F. Knapp, MD ~ Director of Medical Education

Date

ATTACHMENT: Program Specific Requirements (1); Additional Program Benefits (2)