

CHILDREN'S MERCY HOSPITALS AND CLINICS

Fellow Agreement of Appointment

Dear Fellow:

The Children's Mercy Hospital's Graduate Medical Education (CMHGME) Office has recommended your acceptance into the _____ Fellowship Program ("Program") at the postgraduate year level 4 of training from July 1, 20XX, to June 30, 20XX. 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 Post-Graduate Training Policy Manual (Manual) will be handed out during orientation. The Manual, which is incorporated herein by this reference, sets forth the terms and conditions of your appointment. Manual and Program Training Policy Manual can be accessed via the CMH website at <http://www.childrensmercy.org/mso/zone/zone.asp?zone=28>.

1. Rules, Policies, and Guidelines

As a member of the CMH House staff you will be required to abide by the rules, policies and procedures contained in the 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 July 1, 20XX, 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. 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 trainee 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 \$XX,XXX in accordance with the GME stipend policy.

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 trainees are provided an educational stipend in the amount of \$1,500 annually, which must be used during each contract period. 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:

CMH encourages fellows 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. Trainees are eligible to use the medical library resources during the term of their appointment and electronic resources are 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 at CMH is equipped with a bed, computer and phone. All trainees are provided free parking at the hospital during the term of their appointment.

8. 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 GME.

- 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 start date of your training.**
- 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 the 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.

9. 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 two (2) months prior to the end of the current agreement. However, if the primary reason for the nonrenewal occurs within the two (2) 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.

10. 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 and evaluations
- If you fail to show expected rate of improvement in fund of knowledge
- If you have unsatisfactory participation in conferences
- If you have unsatisfactory acquisition of clinical or technical skills
- If you have unsatisfactory performance in the clinical setting
- If you provide care without appropriate staff supervision
- If you have 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 greater than fifteen (15) days
- 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
- If you show 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

11. Grievance Procedures

Trainees who feel they have been treated unfairly or have complaints (except regarding discipline, non-renewal or termination covered by the procedures under Section 9, above) are encouraged to use the following procedure:

1. Discuss the problem with the appropriate attending physician, Hospital department or the Program Director as soon as possible, usually no later than thirty (30) days after the Resident becomes aware of the complaint.
2. If the problem is not resolved under step 1, the trainee should contact the Program Director within fifteen (15) days after the decision by the individual contacted under step 1. Except in unusual circumstances, the trainee shall put the complaint in writing, and the matter shall be promptly investigated. Confidentiality, to the extent feasible, will be maintained. The trainee shall be informed of the result of the investigation.
3. If the matter is still unresolved after steps 1) and 2), the trainee may request that the Medical Staff Education Committee consider the matter. The request should be submitted to the Chair of the Medical Staff Education Committee in writing within fifteen (15) days after the determination under step 2.
4. If the matter is still unresolved after step 3, the trainee may submit the complaint in writing within thirty (30) days to the Executive Medical Director, who will meet with the trainee and make a final decision.

Any trainee who feels he cannot use the above procedure should contact the Hospital Human Resources Department for confidential assistance. A trainee will not suffer adverse consequences for making a complaint or taking part in the investigation of a complaint. Trainees who knowingly allege a false claim shall be subject to disciplinary action, including dismissal or termination.

The Hospital will make appropriate arrangements to assure that disabled persons can make use of this grievance process on the same basis as the non-disabled. Such arrangements may include, but are not limited to, the provision of interpreters for the deaf, providing taped cassettes of material for the blind or assuring a barrier-free location for the proceedings.

12. 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:

The PD will notify the Department Chair, the Medical Director of GME and/or the Administrative Director of GME to apprise them of the action taken.

The PD, within five week days, shall notify the Medical Education Committee (as defined in the Medical Staff Bylaws) which shall meet within (5) week days. The Medical Staff Education Committee (MSEC) by a majority vote may decide:

1. To take no further action but approve the action taken by the PD; or
2. To change the disciplinary action which may include a written warning, placing the resident on probation, suspending the resident, determining that unsatisfactory rotations must be repeated, non renewing a contract, terminating a resident, or other actions as agreed upon by the MSEC.

The MSEC will send a letter to the resident within five week days regarding the actions of the committee.

Appeal Process

In the event the resident disagrees with the decision of the Medical Staff Education Committee, the resident has the option to appeal the decision in writing within five week days, and appear in person before the Pediatric Residency Program Committee (“PRPC”).

a. **PRPC Membership**

Two members of the clinical faculty selected by the Executive Medical Director *

Voting Members

A program director selected by the Executive Medical Director

Voting Member

A resident/fellow selected by the resident

Voting Member

A clinical faculty member selected by the resident

Voting Member

The applicable Department Chair

Voting Member

* In the absence of the Executive Medical Director or his designee the Medical Director of GME will perform his duties

b. **Chair** – to be elected or appointed by the committee from among the medical staff members on the committee.

c. **Medical Director** or his/her designee will attend the hearing as an impartial observer.

d. The **Executive Medical Director** reserves the right to modify the membership to assure the integrity and impartiality of the hearing committee.

e. No member of the committee shall have been personally been involved in the events that led to the proposed disciplinary action or have any other interest that would affect the objectivity and fairness of the hearing.

f. **Quorum** - A quorum consists of the majority of the members present with at least one resident and two faculty representatives.

g. Complaints by the resident of illegal discrimination or harassment are processed through the Hospital’s Human Resources Department.

Hearing Process: The hearing before the PRPC shall take place within 20 week days of the notification to the resident. Written notice of the time and location of the hearing will be sent to the resident at least ten week days prior to the hearing. The resident is required to attend the hearing and present his/her views on the matter that resulted in disciplinary action. The resident will be allowed to present evidence to the PRPC. The resident may bring witnesses to the hearing and may be represented by legal counsel or another representative. The resident must inform the PRPC in writing of the names of any

witnesses and representative/counsel. If the resident chooses to be represented by legal counsel the person presenting information to the PRPC on behalf of the MSEC also has the right to be represented by legal counsel at the hearing, and will notify the resident of counsel's attendance at least five (5) week days prior to the hearing date.

If the PRPC determines that no disciplinary action is warranted following the hearing, the resident will be notified of such decision by the chair of the PRPC within five week days, and the resident will be allowed to continue the training. If disciplinary action is affirmed a letter confirming the final decision will be forwarded to the resident within six week days following the conclusion of the hearing. This final letter will clearly state the decision of the committee which could include any of the following: effective date of termination, non renewal of contract, identify the problem, delineate the requirements to correct the deficiency, assign an advisor, delineate the duration of remediation, state the effects of remediation on length of training, propose the method of any additional clinical supervision, and detail the actions required by the resident to bring about a conclusion of the remediation program.

All communication to the resident is copied to the Program Director and the Medical Director of GME.

The following procedure will apply if the resolution of the concern includes probation, suspension or termination of the Trainee.

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 disciplinary procedure will follow the Disciplinary/Grievance policy outlined in the manual.
2. 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.
3. If the Sponsoring Institution finds that the due process was not followed, the PRPC will reconvene to follow the due process.

13. 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 Fellow 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.

14. 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 Hospital's 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 Trainee's services signed by the officers of

the program, and approved by legal counsel and the Medical Director in GME. 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.

15. 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.

16. 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. 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 term, without being required to use accrued paid time off.

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. 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. (See <http://scope/HR/link/view.asp?id=275> for details)

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. Trainees are required to log duty hours through New Innovations.

18. Moonlighting

Trainees are not required to engage in moonlighting activities. A trainee must have a permanent Missouri license to moonlight. 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. Trainee must have a permanent license in the state. 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.

After receiving written approval from the Program Director, Residents must contact the Medical Staff Office to obtain required forms and must apply for "limited clinical privileges" pursuant to the Children's Mercy Hospital Appointment and Credentialing Policy Article II (D) (6).

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 will be reported to the Medical Staff Education Committee. An internal inquiry into the reported concerns will be conducted by the Medical Staff Aid Committee who will then make the referral for further investigations as deemed necessary by the Missouri Physician Health Program Committee in order to determine the validity of the concerns and extent of impairment. 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 can include but 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 unreasonably 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. American with Disabilities Act Policy

Policy is to identify the resources and procedural mechanisms within The Children's Mercy Hospital to assure compliance with the Americans with Disabilities Act (ADA) (42 U.S.C. Section 12101-12213). This policy provides information and guidance to staff regarding those parts of the ACT with specific requirements which apply to our facilities. The Children's Mercy Hospital actively supports the intent of the ADA, managers assuming responsibility and accountability for implementation of and compliance with this Act. For more details see hospitals policy by requesting from HR department.

24. 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 _____ Fellowship 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.

Fellow

Date

Training Program Director

Date

Jane F. Knapp, MD ~ Director of Medical Education

Date

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

Rk 8-24-09 – SS 12/06/06