

CHILDREN'S MERCY HOSPITALS AND CLINICS

Agreement of Appointment

Dear Dr. _____

The Children's Mercy Hospital's Graduate Medical Education (CMH-GME) Department has recommended your acceptance into the Pediatric Residency Training Program ("Program") at the postgraduate level 1 of training from 7/1/2015 to 6/30/2016. Although you may rotate to other hospitals during the Program, the primary site for your clinical training in the Program will be The 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 contract and upon your obtaining a valid Missouri medical license. Failure to qualify for licensure automatically nullifies this offer.

The Children's Mercy Hospital Post-Graduate Training Policy Manual (Manual) is located at http://www.childrensmc.org/library/uploadedFiles/childrensmc.org/Health_Care_Professionals/Education/Students/Graduate_Medical_Education/CMH%20GME%20Policy%20and%20Procedure%20Manual%20as%20of%2010-31-13.pdf. The GME Manual, which is incorporated herein by this reference, sets forth these terms and conditions of your appointment.

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 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 and without limitation of the Accreditation Council for Graduate Medical Education (ACGME).

2. Term

The term of this contract is one (1) year, commencing on **7/1/2015**, 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 contract requires a separate agreement addendum for any succeeding training year.

3. Trainee Responsibilities

The program shall list in New Innovations 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 Department of GME and the Program Director (PD).

4 (a). Stipend (Salary)

You will receive an annual stipend in the amount of **\$56,329.50** in accordance with the GME stipend policy. Your stipend will be subject to required withholding and taxes.

4 (b). Benefits:

As a Trainee you are also be entitled to participate in certain benefit programs provided by CMH. Details are available in the Policies and Procedures Manual.

All categorical Pediatric Trainees are provided an educational stipend in the amount of: **\$500** as a **PGY I**, **\$1,000** as a **PGY II**, and **\$1,500** as a **PGY III**. Residents/Fellows at the PGY 2 level and above who are accepted or invited as the presenting author at a conference, or take a formal board review course are eligible to access up to \$2,250 per Agreement of Appointment year in support for travel to be paid for by the Hospital. Your stipend may be subject to required taxes.

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 Pediatric Trainees at the Hospital's expense. CMH encourages Trainees to participate in scholarly activities by way of research, presentations at conferences and meetings, and to 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 \$45.00 per month for meals during in-house call at the Hospital. Each Trainee is responsible for the laundering of his/her own lab coats and scrubs. Trainees are eligible to use the medical library resources during the term of their appointment through CMH Library Services. Trainees are provided on-call rooms, which are properly heated and air-conditioned, a lounge area, 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. Conditions of Appointment

A full list of the conditions of employment is found in the Policies and Procedures Manual. The following are highlighted: You must continuously be licensed by the State of Missouri and other states as needed to provide medical services.

- **You must sit for and pass Part III of the USMLE Step or COMLEX examination prior to the end of your PGY1 level of training.**
- **Background Screenings:** This offer, like all offers from CMH, is contingent upon a successful background screening. Trainees who have signed their contract but prior to beginning employment that plead guilty to or are convicted of a criminal violation should contact GME within five (5) days of the conviction or guilty plea. Trainees who have begun

employment with CMH must notify GME within five (5) days of a conviction or guilty plea to a criminal violation. Failure to report a conviction or guilty plea is grounds for discipline up to and including termination of employment or non-selection of an applicant.

- **Orientation:** As a condition precedent to Trainee's entry into the Program, Trainee will attend any orientation program(s) required by CMH.

9. 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 Trainee leaves the Residency Program of the CMH, said Trainee 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.

10. 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 Chair of Medical Education. Professional liability insurance for Trainees who also maintain a KS license will be provided in accordance with 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. Necessary tail coverage is provided as per state requirements.

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.

11. Health & Disability Insurance

Group health insurance is offered to all Trainees, effective their first day of employment. 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.

The Trainee is also eligible to purchase a short-term disability benefit. If you become disabled, the Voluntary Short Term Disability Insurance program will pay you benefits beginning on the 15th day of your disability up to the 90th day of your disability or until your physician releases you to return to work, whichever is earlier. Income replacement is 60% of earnings and is tax free. Premiums are based on your current age and salary. Premiums may be paid through the convenience of payroll deduction.

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

Vacation - The Resident/Fellow is eligible for up to 20 days of paid vacation, exclusive of Saturdays, Sundays and holidays annually. Vacation may be taken during approved rotations/educational units, and must be approved in advance by the PD or his/her designee. Vacation also may be used concurrently with an approved leave of absence. Vacation may not be carried over from Agreement of Appointment year to the next and no payment will be made for unused vacation at the termination of the Appointment.

Paid Sick Time/Extended Illness Time (EIT) - The Resident/Fellow will accrue one day of paid time off for illness after each full month of service. If the Resident/Fellow has no accrued paid time off for illness, time off for illness will be without pay, unless the Resident/Fellow uses available vacation days or the Resident/Fellow qualifies for worker's compensation or long-term disability insurance. Accrued paid time off for illness may be used concurrently with an approved leave of absence due to illness of self or family members. Accrued paid time off for illness may be carried over from one Agreement of Appointment year to the next. Residents/Fellows are limited to a maximum EIT balance of 60 days. No payment will be made for unused accrued paid time off for illness at termination of the Appointment.

Family Illness Paid Time (FIP) - The Resident/Fellow will have 10 days during their program for time off to care for an immediate family member with a serious medical condition. FIP may also be used if you are the spouse or domestic partner of a primary caregiver after the birth or adoption of a child. Anticipated leaves must be scheduled with the approval of the PD. In these situations FIP must be used in the period immediately following the birth of the child or placement of the adopted child in your home. FIP may be taken all at once, intermittently, or on a reduced work schedule.

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 Trainee manual at http://www.childrensmercy.org/library/uploadedFiles/childrensmercy.org/Health_Care_Professionals/Education/Students/Graduate_Medical_Education/CMH%20GME%20Policy%20and%20Procedure%20Manual%20as%20of%2010-31-13.pdf for details)

13. Duty Hours

The Hospital and/or Sponsoring Institution policy is that duty-hours will be in compliance with the guidelines established by ACGME.

- a. The Hospital and/or Sponsoring Institution policy is that no exceptions to the ACGME duty-hour requirements are allowed.
- b. Duty-hours are defined as all clinical and academic activities related to the program; i.e., patient care (both inpatient and outpatient), administrative duties relative 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.

- i. Maximum Hours of Work per Week - Duty-hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities and moonlighting.
 - ii. Mandatory Time Free of Duty - Residents/Fellows must be scheduled for a minimum of one day free of duty every week (when averaged over four weeks). At-home call cannot be assigned on these free days.
 - iii. Maximum Duty Period Length
- c. Duty periods for PGY-1 Residents/Fellows must not exceed 16 hours in duration. Duty periods of PGY-2 Residents/Fellows and above may be scheduled to a maximum of 24 hours of continuous duty in the hospital. Programs must encourage Residents/Fellows to use alertness management strategies in the context of patient care responsibilities. Strategic napping, especially after 16 hours of continuous duty and between the hours of 10:00 pm and 8:00 am, is strongly suggested.
 - d. It is essential for patient safety and Resident/Fellow education that effective transitions in care occur. Residents/Fellows may be allowed to remain on-site in order to accomplish these tasks; however, this period of time must be no longer than an additional four hours.
 - e. Residents/Fellows must not be assigned additional clinical responsibilities after 24 hours of continuous in-house duty.
 - f. In unusual circumstances, Residents/Fellows, on their own initiative, may remain beyond their scheduled period of duty to continue to provide care to a single patient. Justifications for such extensions of duty are limited to reasons of required continuity for a severely ill or unstable patient, academic importance of the events transpiring, or humanistic attention to the needs of a patient or family. Under those circumstances, the Resident/Fellow must:
 - g. Appropriately hand over the care of all other patients to the team responsible for their continuing care; and,
 - h. Document the reasons for remaining to care for the patient in question and submit that documentation in every circumstance to the PD.
 - i. The PD must review each submission of additional service, and track both individual Resident/Fellow and program-wide episodes of additional duty.

Minimum Time Off between Scheduled Duty Periods

- a. PGY-1 Residents/Fellows should have 10 hours, and must have eight hours, free of duty between scheduled duty periods.
- b. Intermediate-level Residents/Fellows should have 10 hours free of duty, and must have eight hours between scheduled duty periods. They must have at least 14 hours free of duty after 24 hours of in-house duty.
- c. Circumstances of return-to-hospital activities with fewer than eight hours away from the hospital by residents in their final years of education must be monitored by the PD.

Maximum Frequency of In-House Night Float

- a. Night float is a rotation/educational unit or educational experience designed to either eliminate in-house call or to assist other resident during the night. Residents/Fellows assigned to night float are assigned on-site during evening/night shifts and are responsible

for admitting or cross-covering patients until morning and do not have daytime assignments. Rotation/Educational Unit must have an educational focus.

- b. Residents/Fellows must not be scheduled for more than six consecutive nights of night float.

14. Extra Shifts

Residents are not allowed to moonlight during residency. Extra shifts, however, are allowed and defined as voluntary, supervised, compensated, medically-related work (not related with training requirements) performed within Children's Mercy.

- a. Extra shifts must not interfere with the ability of the Resident/Fellow to achieve the goals and objectives of the educational program.
- b. Time spent by Residents/Fellows in extra shifts (as defined above) must be counted towards the 80-hour maximum weekly hour limit.
- c. PGY 1 Residents/Fellows are not permitted to work extra shifts.
- d. Residents/Fellows are not required to engage in extra shifts.
- e. Residents/Fellows keep up to date duty hour logs which include all extra shifts.
- f. Residents/Fellows are monitored on performance, and if the PD feels the extra shifts are interfering with patient care, may withdrawal permission for extra shifts without notice.
- g. A Resident/Fellow who wishes to work extra shifts must seek approval by completing the GME Extra Shift Approval Form. The form requires the PD's signature and the signature of the site where the extra shift will take place. Once complete the Resident/Fellow must submit to the GME Department for final approval.

15. Disaster Related Requirements

In the event of manmade, environmental, or other disasters, Trainees (classified as essential staff) are required to report to the hospital as determined by the hospital administration and provide professional help. The Program Director and Chief Residents will provide the needed guidance to Trainees during such emergencies.

16. Additional Policies

For information about Counseling Services, Physician Wellness, the CMH Anti-Harassment Policy, or the Americans with Disabilities Act Policy, Conditions for Reappointment, Disciplinary Actions, Grievances Policies and Procedures, Program Closure and Disaster Related Requirements, please refer to the Policies and Procedures Manual

http://www.childrensmercy.org/library/uploadedFiles/childrensmercy.org/Health_Care_Professionals/Education/Students/Graduate_Medical_Education/CMH%20GME%20Policy%20and%20Procedure%20Manual%20as%20of%2010-31-13.pdf.

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 and all the policies in the GME Policy and Procedures Manual. 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.

Date

Denise Bratcher, DO
Director of Pediatric Residency Program

Date

Jane F. Knapp, MD
Chair of Medical Education

Date

Rk 3-14/11 – SS 12/06/06