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 7/1/2012 to 6/30/2013. 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.childrensmercy.org/content/uploadedFiles/Departments/Graduate_Medical_Education/Pediatric_Residency_Program/Housestaff%20Policies%20and%20Procedures%20as%20of%202-5-2010.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 July 1, 2012, 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

You will receive an annual stipend in the amount of $_________ in accordance with the GME stipend policy. Your stipend will be subject to required withholding and taxes. As a first-year Trainee (PGY-1), you will also receive a tax-free 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:

As a Trainee you are also be entitled to participate in certain benefit programs provided by CMH. Details are attached to this agreement.

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. 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. The only exception is that a PGY II Trainee may carry forward their balance to the PGY III level of training for the sole purpose of using those funds for a formal Board Review Course.

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 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, 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

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 Step III or COMLEX Level III examination and pass the same before the end of your PGY2 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 appropriate non-immigrant Visa that will authorize you to work 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 Department 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.

- **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. **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 GME’s grievance procedures.

10. **Disciplinary Actions**

During the term of this agreement, the Hospital may take corrective actions which may include suspension and/or 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
- 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 the 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 Faculty Member or Chief Resident as soon as possible, usually no later than thirty (30) days after the Trainee 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 in writing.

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/she 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.


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.childrensmercy.org/content/uploadedFiles/Disciplinary%20Committee%2001-28-10%20rev%20rk.pdf

The PD will meet with the Department Chair, the Chair of Medical Education and/or the Vice Chair of Medical Education to apprise them of the action taken.

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

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 Trainee on probation, suspending the Trainee, determining that unsatisfactory rotations must be
repeated, not renewing a contract, terminating a Trainee, or other actions as agreed upon by the MSEC.

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

**Appeal Process**

In the event the Trainee disagrees with the decision of the MSEC, the Trainee has the option to appeal the decision in writing within five week days, and appear in person before the Residency Program Committee (“RPC”).

a. **RPC 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 Trainee Voting Member
A clinical faculty member selected by the Trainee 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. **Chair of Medical Education** or his/her designee will attend the hearing as an impartial observer or a witness depending on the situation.

d. **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 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 Trainee and two faculty representatives.

g. Complaints by the Trainee of illegal discrimination or harassment are processed through the Hospital’s Human Resources Department.
**Hearing Process:** The hearing before the RPC shall take place within 20 week days of the notification to the Trainee. Written notice of the time and location of the hearing will be sent to the Trainee at least ten week days prior to the hearing. The Trainee is required to attend the hearing and present his/her views on the matter that resulted in disciplinary action. The Trainee will be allowed to present evidence to the RPC. The Trainee may bring witnesses to the hearing and may be represented by legal counsel or another representative. The Trainee must inform the RPC in writing of the names of any witnesses and representative/counsel. If the Trainee chooses to be represented by legal counsel the person presenting information to the RPC on behalf of the MSEC also has the right to be represented by legal counsel at the hearing, and will notify the Trainee of counsel’s attendance at least five (5) week days prior to the hearing date. The Trainee and the PD may remain while the hearing takes place but must leave when the RPC starts the deliberations. The RPC Chair will inform the Trainee he/she cannot contact any member of the committee regarding the deliberations or decision unless the RPC Chair states otherwise in the decision. All communication will only come from the Chair of the RPC. Any violation of this requirement may result in immediate termination of the Trainee without any further notice.

a. The RPC may conclude that no disciplinary action was warranted when there is proof that the Trainee was falsely accused or where GME policy has not been followed. In such situations, the Trainee will be reinstated immediately and the RPC will make non-binding recommendations to the Chair of Medical Education regarding any follow up that should take place either regarding the process followed by the GME or the Trainee.

b. The RPC may affirm the disciplinary action of the PD.

c. The RPC can determine that disciplinary action was warranted, but disagree with the action taken, define points of disagreement with the action taken, determine a plan for remediation that has not yet been undertaken and detail the actions required by the Trainee to bring about a conclusion of the remediation program.

All communication to the Trainee will be copied to the PD and the Chair of Medical Education. The decision of the RPC is final.

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 Chair of Medical Education and/or the Vice Chair of Medical Education to apprise them of the action taken. The disciplinary procedure will follow the Disciplinary policy outlined in this agreement and the current GME manual.

2. If the Trainee’s program is sponsored by UMKC, the PD will inform the 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 RPC 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 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.

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 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, or for services while moonlighting at a non CMH institution. 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.

15. Health & Disability Insurance

Group health insurance is offered to all Trainees, effective July 1st. 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 for 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.
16. Vacations, Leaves of Absence, and Paid Time Off

CMH provides all Trainees with up to twenty (20) days of paid vacation for each year, 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 Chief Resident(s) in advance. In addition, the Trainee is provided one time up to ten (10) working days without break to be used for any absences due to illness, maternity leave, or birth of a child (taken only on outpatient/elective months) 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 successful completion of 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 significant other, 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 Trainee manual at 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 minimum of 8 hours 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. CMH follows and abides by the New Duty Hours Policy established by the ACGME effective July 1, 2011 (http://www.acgme.org/acWebsite/dutyHours/dh_innovative.asp).
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 Chief Resident(s) and the Program Director (PD) in writing and made part of his/her permanent personnel 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. Trainees who are on probation or remediation are not eligible to moonlight.

All external moonlighting requires that the Trainee must follow the above guidelines and carry Professional Liability Insurance as required by the moonlighting site. CMH Professional Liability Insurance will not cover such external moonlighting activities.

19. Counseling Services

CMH provides Trainees with an Employee Assistance Program (EAP), 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.

It is recommended that the Trainee meet with the Program Director before setting up appointments with the EAP program personnel.

20. Physician Wellness

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 Health and Wellness 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.

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.

22. 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.

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.
24. 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.

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.

Resident

Date

Denise Bratcher, DO
Director of Pediatric Residency Program

Date

Jane F. Knapp, MD
Chair of Medical Education

Date

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

Rk 3-14/11 – SS 12/06/06