



# Children's Mercy

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## Graduate Medical Education Policy and Procedure Manual

This manual establishes the policies and procedures for Resident/Fellow training at Children's Mercy Hospital (CMH).

When conflicts exist between Graduate Medical Education (GME) Policies and Procedures and individual program policies, GME Policies and Procedures will take precedence. Similarly, should conflict arise between GME Policies and Procedures or the program policies and the requirements of the Accreditation Council for Graduate Medical Education (ACGME) or other accrediting organizations, the policy of the accrediting organization will take precedence. Any other conflicts that arise between CMH written training policies and other guidelines or policies will be resolved by the Chair/Vice Chair of GME and the CMH Executive Vice-President/Executive Medical Director. The content of this manual is subject to change. Unless otherwise noted, all policies become effective upon publication on the CMH public website.

## Table of Contents

1.	ABOUT CHILDREN’S MERCY HOSPITAL .....	1
2.	INTRODUCTION TO GRADUATE MEDICAL EDUCATION (GME) .....	1
3.	RESIDENT AND FELLOWSHIP PROGRAMS.....	4
4.	SELECTION AND ELIGIBILITY OF RESIDENTS/FELLOWS .....	6
5.	AGREEMENT OF APPOINTMENT/CONTRACT.....	9
6.	RIGHTS AND RESPONSIBILITIES .....	11
7.	BENEFITS.....	18
8.	CODE OF PROFESSIONAL AND PERSONAL CONDUCT .....	24
9.	RESIDENT/FELLOW IMPAIRMENT .....	25
10.	EDUCATION PROGRAM & ACGME COMPETENCIES.....	25
11.	INTERNATIONAL ROTATION .....	27
12.	DUTY-HOURS AND CALL SCHEDULES.....	28
13.	EXTRA SHIFTS AND MOONLIGHTING .....	30
14.	EVALUATION.....	30
15.	PROMOTION AND PROGRAM COMPLETION .....	32
16.	CORRECTIVE ACTION .....	33
17.	GRIEVANCES .....	37

## KEY TO ABBREVIATIONS

ABMS	American Board of Medical Specialties
ACGME	Accreditation Council for Graduate Medical Education
AD &D	Accidental Death and Dismemberment
AIR	Annual Institution Review
AOA	American Osteopathic Association
APD	Associate Program Director
APE	Annual Program Evaluation
BLS	Basic Life Support
CLER	Clinical Learning Environment Review
CMH	Children's Mercy Hospital
CMS	Centers for Medicare and Medicaid Services
DIO	Designated Institutional Official
EAP	Employee Assistance Program
ECFMG	Educational Commission for Foreign Medical Graduates
EHR	Electronic Health Record
EIT	Extended Illness Time
ERAS	Electronic Residency Application Service
FIP	Family Illness Pay
FMLA	Family Medical Leave Act
GME	Graduate Medical Education
GMEC	Graduate Medical Education Committee
HR	Human Resource
JC	Joint Commission on Accreditation of Healthcare Organizations
KU	Kansas School of Medicine
LCME	Committee on Medical Education
LOA	Leave of Absence
NRMP	National Resident Matching Program
PALS	Pediatric Advanced Life Support
PD	Program Director
PC	Program Coordinator
PGY	Post Graduate Year
PLA	Program Letter of Agreement (for residency and fellowship program)
SFM	San Francisco Match
TDA	Tax-Deferred Annuity
UMKC	University of Missouri Kansas City

## 1. ABOUT CHILDREN'S MERCY HOSPITAL

Children's Mercy Hospital (CMH) was founded as a single bed hospital in 1897 by the Berry sisters, Dr. Katherine Berry Richardson, a physician and surgeon, and Dr. Alice Berry Graham, a dentist. From our early roots, CMH has grown into the pediatric specialty provider of choice for families throughout the region. Working closely with community physicians and hospitals, CMH provides the highest quality care, expertise and safety to children and their families in a family-centered care environment.

CMH is committed to providing service excellence and efficiency to everyone we serve. We achieve our high standards through leadership in clinical care, education and research; all focused exclusively on children and their unique needs.

### 1.1 Mission and Vision

- A. **Mission** - Improve the health and well being of children by providing comprehensive, family-centered health care and committing to the highest level of clinical and psychosocial care, and to research, academic and service excellence.
- B. **Vision** - Be a national and international leader recognized for advancing pediatric health and delivering optimal health outcomes through innovation and a high-value, integrated system of care.

## 2. INTRODUCTION TO GRADUATE MEDICAL EDUCATION (GME)

The Department of GME establishes, implements, and enforces training policies and procedures, supervises the process of program accreditation and provides oversight of a Resident/Fellow learning and working environment that facilitates patient safety, health care quality, and achievement of competence.

**Mission** - The Department of GME's mission is to improve the health and welfare of children by shaping and inspiring learners through leadership, innovation, and advancement of the finest pediatric medical education programs.

**Vision** - Committed to creating a culture of excellence in medical education.

Values:

- Accountability
- Caring Service
- Diversity and Inclusion
- Highest Quality Care
- Learner-centered
- Respect
- Trusting Collaborations

### 2.1 ACGME<sup>1</sup>

The ACGME is a private, nonprofit council that evaluates and accredits residency and fellowship programs in the US. The ACGME was established in 1981 from a consensus in the academic medical community for an independent accrediting organization. The mission of the ACGME is to improve health care by assessing and

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<sup>1</sup> <http://www.acgme.org/acgmeweb/>

advancing the quality of resident physicians' education through exemplary accreditation. While the ACGME is the largest accrediting organization of CMH programs, it is not the only accrediting organization with which we work. For some programs, no accrediting organization exists. To the extent possible, all CMH residencies and fellowships adhere to the standards put forth by the ACGME.

## 2.2 Graduate Medical Education Committee (GMEC) <sup>2</sup>

### A. Description and Goal

1. The GMEC is constituted to meet all ACGME Institutional Sponsor standards for membership, oversight responsibilities and reporting requirements.
2. The goal of the GMEC is to establish standards of performance and oversight for all CMH Residency/Fellowship Programs regardless of accreditation and Institutional Sponsor.

### B. Membership

#### 1. Voting Members:

- a. Chair: The Designated Institutional Official (DIO)/Chair of GME serves as the Chair of the GMEC (referred to as DIO throughout the rest of this section)
  - b. Vice Chair: Vice Chair of GME
  - c. Administrative Director of Faculty Development
  - d. A Chair-appointed representative from Medical Administration.
  - e. A Chair-appointed representative from the Quality Improvement and Safety Program
  - f. Pediatric residency Program Director (PD)
  - g. Seven PDs or Associate Program Directors (APDs) from CMH-sponsored ACGME-accredited fellowship programs
    - i. PD representatives will be elected through a vote of the CMH PD's or, in cases where a member is unable to fulfill their duties, appointed by the Chair for the remainder of the term.
    - ii. Terms for these committee members will be three years in length; members may serve 2 consecutive terms before rotating off the committee.
    - iii. No more than three committee members can be APD's.
    - iv. Only one PD or APD from any single program may serve on the GMEC at the same time.
  - h. Two peer-selected pediatric residents
    - i. Elected by residents in the Pediatric Residency
    - ii. Terms will be through the end of residency training unless replaced by the Chair
  - i. Three peer-selected fellows from ACGME-accredited fellowship programs
    - i. Elected by their peer fellows
    - ii. Terms will be through the end of fellowship training unless replaced by the Chair
  - j. The DIO or designee from the UMKC School of Medicine and the KU School of Medicine
- #### 2. Additional GMEC members and subcommittees
- In order to carry out portions of the GMEC's responsibilities and maintain open communication and collaborative relationships with relevant GME partners, the DIO may appoint other voting members with the approval of the GMEC membership
- a. Two PD's from ACGME-accredited programs that are not sponsored by CMH can serve as voting members by appointment of the DIO with approval of the GMEC membership
    - i. The length of appointment will be three years with a one-time renewal of appointment with the approval of the GMEC for a total six-year term
  - b. One non-ACGME accredited program PD can serve as a voting member on the GMEC by appointment of the DIO with approval of the GMEC membership

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<sup>2</sup> ACGME Institutional Requirements, I.B.

- i. The length of appointment will be three years with a one-time renewal of appointment by the GMEC for a total six-year term
- C. Subcommittees and Special Committees
  - 1. Subcommittees and Special Committee Membership
    - a. Subcommittees that address required GMEC responsibilities must include a Resident/Fellow who is a member of the GMEC elected by a vote of his/her peer Residents/Fellows.
    - b. Subcommittees may include members from outside GMEC when those members' expertise is required for effective decision making. Additional Non-GMEC members on a Subcommittee not outlined in this document may be approved by the GMEC.
  - 2. Subcommittee and Special Committee actions that address required GMEC responsibilities must be reviewed and approved by the GMEC.
  - 3. Standing Subcommittees
    - a. GMEC Finance Committee. There will be a committee that provides guidance to Medical Administration and the GMEC on matters related to hospital resources. Examples include increases in FTEs for training programs and visiting residents as well as salary recommendations. Committee members should recuse themselves when the committee is voting on a proposal for their own program.
    - b. The Vice Chair of GME will Chair this subcommittee
    - c. Membership will include:
      - i. Vice Chair, GME
      - ii. DIO and Chair, GME
      - iii. Pediatric Residency Program Director
      - iv. 2 ACGME PDs or APDs (1 peds, 1 not peds)
      - v. At least one fellow elected to the GMEC
      - vi. At least one resident elected to the GMEC
      - vii. One Program Coordinator
      - viii. DIO, UMKC
      - ix. DIO, KU
      - x. Two Children's Mercy Department Chairs
      - xi. Two Children's Mercy Administrative Directors
      - xii. Sr VP, Amb & Physician Practice Operations
      - xiii. Medical Director, OFD
      - xiv. Chief Strategy Officer
      - xv. Director, Physician Leadership Center
      - xvi. Faculty Trainee Diversity Equity Inclusion GME Subcommittee Member
      - xvii. Other members approved by the GMEC.
- D. Meetings and Attendance
  - 1. The GMEC must meet a minimum of quarterly each academic year.
  - 2. Each meeting must include attendance by at least one Resident/Fellow member.
  - 3. The GMEC must maintain meeting minutes that document execution of all required ACGME GMEC functions and responsibilities. A designated program coordinator (PC) will be assigned to take meeting minutes.
  - 4. A quorum will consist of 50 % of the voting members.
  - 5. Committee members will have the expectation of a 75% attendance requirement with a minimum 50% meeting attendance requirement on an annual basis using the academic calendar. Members who cannot meet the minimum attendance requirement on an annual basis are subject to review of their performance by the DIO and, if necessary, replacement.
- E. GMEC Responsibilities
  - 1. The GMEC will have oversight responsibilities related to training programs (each, a "Program") including the following:

- a. ACGME accreditation status of the Sponsoring Institution and each of its ACGME-accredited Programs
  - b. The quality of the GME learning and working environment within the Sponsoring Institution, each of its ACGME-accredited Programs, other Programs and its participating sites
  - c. The quality of educational experiences in each ACGME-accredited Program and other Programs that lead to measurable achievement of educational outcomes as identified in the ACGME common and specialty/subspecialty Program requirements or other accrediting body Program requirements
  - d. The ACGME-accredited Program's and other Program's annual Program evaluation (APE) and improvement activities
  - e. All processes related to reductions and closures of individual ACGME-accredited Programs, major participating sites and the Sponsoring Institution
2. Review and Approval Responsibilities
- a. Institutional GME policies and procedures
  - b. Approval of Resident/Fellow stipends and benefits
  - c. Applications for ACGME accreditation of new Programs
  - d. Requests for any changes in Resident/Fellow complement
  - e. Major changes in each of its ACGME-accredited Program's structure or duration of education
  - f. Additions and deletions of each of its ACGME-accredited Programs' participating sites
  - g. Approval of appointment of new PD's or the removal of an appointed PD. Appointment or removal of a PD may be recommended only after consultation between the Chair/Vice Chair of GME and the Chair of the Department in which the Program resides.
  - h. Progress reports requested by a Special Review Committee as described in Section 16.5 below.
  - i. Responses to Clinical Learning Environment Review (CLER) reports
  - j. Requests for exceptions to duty hour requirements
  - k. Voluntary withdrawal of ACGME program accreditation
  - l. Requests for appeal of an adverse action recommended by a Special Review Committee
  - m. Appeal presentations from an ACGME Appeals Panel
  - n. The GMEC will review each Program's APE, ACGME performance data, and any other additional Program data annually with determination of any additional action needed to include either clarification of data or the need for a focused special review
  - o. Approval to accept an exceptionally qualified candidate who does not satisfy ACGME eligibility requirements.
3. Oversight and completion of the Annual Institutional Review (AIR)
- a. The GMEC must identify institutional performance indicators for the AIR to include:
    - i. Results of the most recent institutional self-study visit when it is available
    - ii. Results of ACGME surveys of Residents/Fellows and core faculty members
    - iii. Notification of each of its ACGME-accredited Programs' accreditation statuses and self-study visits when available
    - iv. Completion and results of the annual GMEC review of the APE's and the ACGME performance data
  - b. The AIR must include monitoring procedures for action plans resulting from the review
  - c. The DIO must submit a written annual executive summary of the AIR to the CMH Board of Directors.
  - d. Demonstrate effective oversight of underperforming Programs through the Special Review Process described in parts 4 and 5 below.
4. The DIO will be responsible for invoking the Special Review Process. The Special Review Process will include one or more of the following criteria for identifying underperformance:
- a. Identification of Programs that are significant outliers based on the results of ACGME resident and faculty surveys or other data in comparison to other Programs

- b. Programs with underperformance i.e. <80% board passage rate of graduates on certifying exams over one-year and three-year periods
  - c. Significant concerns based on GMEC review of the APE
  - d. Failure to demonstrate progress with quality improvement goals on the APE
  - e. Failure to implement any GMEC recommended actions to address underperformance of the Program
  - f. Concerns identified during monitoring of progress of corrective actions
  - g. ACGME or other accreditation organization concerns that put the Program at risk for disciplinary or adverse action.
5. The Special Review Process will use the following protocol:
- a. The DIO will appoint a GMEC Special Review subcommittee, chaired by the DIO, with at least one trainee member;
  - b. Special Review subcommittee interviews with Program leadership
  - c. Special Review subcommittee interviews with Residents/Fellows in the Program
  - d. Special Review subcommittee examination of additional documents/clarifying reports from the PD
  - e. Preparation of a report that describes the quality improvement goals with recommendations, a corrective action plan, the process for GMEC monitoring of outcomes and the deadline for a progress report to the GMEC no later than the due date for the next APE
  - f. Presentation of the Special Review subcommittee report to the GMEC to review and accept the report or request additional information and/or monitoring

### 3. RESIDENCY AND FELLOWSHIP TRAINING PROGRAMS

Program	Length of Program (yrs)	Accrediting Organization	Institutional Sponsor	Specialty Certifying Board
Pediatrics	3	ACGME	CMH	<a href="http://www.abp.org">www.abp.org</a>
Allergy/Immunology	2	ACGME	UMKC	<a href="http://www.abai.org">www.abai.org</a>
Child Abuse Pediatrics	3	ACGME	CMH	<a href="http://www.abp.org">www.abp.org</a>
Child Neurology	5	ACGME	CMH	<a href="http://www.abpn.com">www.abpn.com</a>
Clinical Child Psychology Internship	1	ABPP	CMH	<a href="http://www.abpp.org">www.abpp.org</a>
Clinical Child Psychology Fellowship	1	n/a	CMH	<a href="http://www.abpp.org">www.abpp.org</a>
Coagulation	1	n/a	CMH	None
Congenital Cardiac Surgery	1	ACGME	KU	<a href="http://www.abts.org">www.abts.org</a>
Developmental-Behavioral Pediatrics	3	ACGME	CMH	<a href="http://www.abp.org">www.abp.org</a>
Epilepsy	1	ACGME	CMH	<a href="http://www.abpn.com">www.abpn.com</a>
Headache Medicine	1	UCNS	CMH	
Laboratory Genetics and Genomics	3	ABMGG	CMH	<a href="http://www.abmg.org">www.abmg.org</a>
Medicine/Pediatrics	4	ACGME	UMKC	<a href="http://www.medpeds.org">www.medpeds.org</a>
Neonatal-Perinatal Medicine	3	ACGME	CMH	<a href="http://www.abms.org">www.abms.org</a>
Pediatric Anesthesia	1	ACGME	KU	<a href="http://www.theaba.org">www.theaba.org</a>
Pediatric Bioethics	1	none	CMH	None
Pediatric Cardiology	3	ACGME	CMH	<a href="http://www.abp.org">www.abp.org</a>
Pediatric Clinical Pharmacology	3	ABCP	CMH	<a href="http://www.abcp.net">www.abcp.net</a>
Pediatric Critical Care Medicine	3	ACGME	CMH	<a href="http://www.abp.org">www.abp.org</a>



Pediatric Dentistry	2	CODA	CMH	<a href="http://www.abpd.org">www.abpd.org</a>
Pediatric Dermatology	1	ABD	CMH	<a href="http://www.abderm.org">www.abderm.org</a>
Pediatric Emergency Medicine	3	ACGME	CMH	<a href="http://www.abp.org">www.abp.org</a>
Pediatric Endocrinology	3	ACGME	CMH	<a href="http://www.abp.org">www.abp.org</a>
Pediatric Gastroenterology	3	ACGME	CMH	<a href="http://www.abp.org">www.abp.org</a>
Pediatric Hospice and Palliative Care	1	ACGME	KU	<a href="http://www.aahpm.org">www.aahpm.org</a>
Pediatric Hematology/Oncology	3	ACGME	CMH	<a href="http://www.abp.org">www.abp.org</a>
Pediatric Hospital Medicine	3	APA	CMH	None
Pediatric Infectious Diseases	3	ACGME	CMH	<a href="http://www.abp.org">www.abp.org</a>
Pediatric Nephrology	3	ACGME	CMH	<a href="http://www.abp.org">www.abp.org</a>
Pediatric Ophthalmology	1	none	CMH	None
Pediatric Optometry	1	ACOE	CMH	None
Pediatric Otolaryngology	1	ACGME	CMH	<a href="http://www.aboto.org">www.aboto.org</a>
Pediatric Pulmonology	3	ACGME	CMH	<a href="http://www.abp.org">www.abp.org</a>
Pediatric Pathology	3	ACGME	UMKC	<a href="http://www.abpath.org">www.abpath.org</a>
Pediatric Radiology	1	ACGME	UMKC	<a href="http://www.theabr.org">www.theabr.org</a>
Pediatric Rehabilitation Medicine	2	ACGME	CMH	<a href="http://www.abpmr.org">www.abpmr.org</a>
Pediatric Sports Medicine	1	ACGME	CMH	<a href="http://www.theabfm.org">www.theabfm.org</a>
Pediatric Surgery	2	ACGME	UMKC	<a href="http://www.absurgery.org">www.absurgery.org</a>
Sleep Medicine	1	ACGME	UMKC	<a href="http://www.absm.org/">http://www.absm.org/</a>
Surgical Critical Care	1	ACGME	UMKC	<a href="http://www.absurgery.org">www.absurgery.org</a>
Surgical Scholars	1	none	CMH	None

AAP: American Academy of Pediatrics  
 AAPOS: American Association for Pediatric Ophthalmology and Strabismus  
 ABCP: American Board of Clinical Pharmacology  
 ABD: American Board of Dermatology  
 ABMGG: American Board of Medical Genetics and Genomics  
 ABPP: American Board of Professional Psychology

ACGME: Accreditation Council for Graduate Medical Education  
 ACOE: Accreditation Council on Optometric Education  
 APA: American Psychological Association  
 CODA: Commission on Dental Accreditation  
 UCNS: United Council for Neurological Specialties  
 \* If no accrediting organization exists the Institutional sponsor is the employer

## 4. SELECTION AND ELIGIBILITY OF RESIDENTS/FELLOWS

### 4.1 Eligibility<sup>3</sup>

- A. Applicants to the Clinical Child Psychology Internship training program must meet the following qualifications to be eligible for appointment as an Intern:
1. enrolled in a doctoral program in professional psychology that requires internship training;
  2. expected completion of a practicum experience by the start of internship.
- B. Applicants to the Pediatric Clinical Pharmacology Fellowship training program must meet the following qualifications to be eligible for appointment as a Fellow:
1. possess an MD, DO, PhD, or PharmD degree;
  2. must have completed an academic training program in either Pediatrics or Pediatric Pharmacotherapy;
  3. must have a desire to pursue an academic career with an emphasis on the evaluation of drugs in children.

<sup>3</sup> ACGME Institutional Requirements, IV.A.1

- C. Applicants for the Laboratory Genetics and Genomics Fellowship training program(s) must meet the following qualifications:
  - 1. Possess an MD, DO or PhD degree; PhD degree must be in genetics, human genetics, or related field within the biological sciences, as determined by the American Board of Medical Genetics and Genomics (ABMGG).
  - 2. Individuals who hold doctoral degrees earned outside of the US, Canada or Puerto Rico or who have received their medical training outside of the US, Canada or Puerto Rico need to meet additional requirements determined by ABMGG [www.abmgg.org](http://www.abmgg.org).
- D. Applicants to all other Programs must meet the following qualifications to be eligible for appointment as a Resident/Fellow:
  - 1. graduation from a medical school in the US, Canada or Puerto Rico accredited by the Liaison Committee on Medical Education (LCME); or
  - 2. graduation from a college of osteopathic medicine in the US accredited by the American Osteopathic Association (AOA); or
  - 3. graduation from a medical school outside the US with successful completion of a Fifth Pathway Program provided by an LCME accredited medical school; or
  - 4. graduation from a medical school outside the US, Canada or Puerto Rico with a current, valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG).
- E. All Canadian citizens and eligible Canadian Landed Immigrants who graduated from a medical school in the US, Canada or Puerto Rico must hold a Professional Worker (TN or Trade-NAFTA) non-immigrant Visa status and maintain proper TN status throughout the length of the graduate medical training program. Possession of a valid I-94 card with stated TN status and CMH as the sponsor is required.
- F. All Canadian citizens and eligible Canadian Landed Immigrants who graduated from a medical school outside the US, Canada or Puerto Rico must seek and maintain sponsorship through the ECFMG for J-1 non-immigrant Visa status.

CMH primarily accepts applicants with J-1 Visa status. To be eligible for appointment, all international citizens must be sponsored by the ECFMG for the J-1 nonimmigrant Visa classification and have and maintain valid ECFMG certification throughout the length of their training Program (If an MD or DO candidate). In some cases, CMH will sponsor an H-1B Visa, or accept someone working on Optional Practical Training through their F-1 Visa sponsored by their academic institution. Residents/Fellows who wish to change their immigration classification while pursuing a graduate medical training Program at CMH must seek prior written approval from the Department of GME. Failure to seek such approval will subject the trainee to immediate dismissal from his/her training Program.

## 4.2 Application

Most programs either participate in the [National Resident Matching Program](#) (NRMP) or the [San Francisco Match](#) (SFM) as well as the [Electronic Residency Application Service](#) (ERAS). A list of participating specialties and programs can be found on the ERAS website at <https://services.aamc.org/eras/erasstats/par/>. Applicants to programs, who do not use ERAS or the SFM, must submit supporting credentials directly to the PD or PC. These include:

- A. application form;
- B. letters of recommendation;
- C. Medical School Performance Evaluation/Dean's letter (if applicable);
- D. medical school/graduate school transcript;
- E. personal statement;
- F. USMLE or COMLEX transcript (if applicable);
- G. ECFMG status report and copy of ECFMG certificate (for graduates of foreign medical schools); and
- H. curriculum vitae.

Physicians beyond the Post Graduate Year (PGY) 1 level must also provide evidence of successful completion of Part III of the USMLE or COMLEX and successful completion of previous PGY level(s).

### **4.3 Interviews**

Applicants invited for an interview will arrange the date with the PC. The applicant will arrange for transportation. If the applicant is traveling from outside the Kansas City metropolitan area, one night hotel accommodation at a designated local hotel will be provided by CMH. Up to \$300 of applicable travel costs will be reimbursed for fellowship candidates. During or prior to the interview day, the applicant will receive information on salary and benefits.

### **4.4 Selection<sup>4</sup>**

A selection committee consisting of the PD, APD, Chief Residents, if applicable, and representative faculty will review each candidate's application. The candidates will be ranked based on the strength of the application and personal interview. For those programs participating in the NRMP, the rank order list will be forwarded to the NRMP prior to the published deadline. Occasionally, candidates will be selected outside the NRMP in compliance with NRMP rules. It is the policy of CMH not to discriminate on the basis of race, color, religion, sex, pregnancy, sexual orientation, national origin, age, disability, veteran or military status, genetic information, or any other legally protected status in admissions or access to, or treatment or employment in its programs and activities, or participation in educational programs.

### **4.5 Appointment**

Before appointment and upon receipt of a contingent offer of appointment to a Program, the applicant will provide the Department of GME with the following documents:

- A. copy of signed Offer/Acceptance Letter for applicants who are not contractually bound by a Match agreement;
- B. copy of signed Agreement of Appointment/Contract;
- C. proof of eligibility for employment in the US;
- D. verification of immigration, and Visa status and a copy of an ECFMG certificate (if applicable);
- E. evidence of current certification in Basic Life Support (BLS) and Pediatric Advanced Life Support (PALS) as required for all physician training programs and/or Neonatal Resuscitation Program (NRP), as required by the individual Programs, unless certification is provided by the Program during orientation. Trainees with adult patient care responsibilities may maintain ACLS instead of PALS if necessary;
- F. copy of immunizations, TB testing, and other health screens required by CMH;
- G. proof of background check information required by CMH; and
- H. completed application for CMH employment.

Residents/Fellows approved for appointment will receive any immunizations that are lacking. A background check will be completed as part of the appointment process in accordance with standard CMH background check requirements.

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<sup>4</sup> ACGME Institutional Requirements, IV.A.1

## **5. AGREEMENT OF APPOINTMENT/CONTRACT<sup>5</sup>**

### **5.1 Oversight of Appointments**

All Residents/Fellows receive a written Agreement of Appointment/Contract issued by the Department of GME. The Agreement of Appointment/Contract will specify the Resident's/Fellow's appointment by both the PGY and the program training level.

### **5.2 Modifications and Amendments**

All modifications and amendments to an Agreement of Appointment/Contract will be written by the Department of GME, subject to approval by CMH Administration.

### **5.3 Element of the Agreement of Appointment/Contract**

In accordance with ACGME Institutional Requirements<sup>5</sup> the Agreement of Appointment/Contract will directly contain or provide a GME Policy and Procedure Manual reference to the following:

- A. Resident/Fellow responsibilities;
- B. duration of appointment;
- C. financial support;
- D. conditions for reappointment and promotion to a subsequent PGY level;
- E. grievance and due process policy;
- F. professional liability insurance, including a summary of pertinent information regarding coverage;
- G. hospital and health insurance benefits for Residents/Fellows and their eligible dependents;
- H. disability insurance;
- I. vacation, parental, sick and other leave(s) for Residents/Fellows compliant with applicable laws;
- J. timely notice of the effect leave(s) have on the ability of Residents/Fellows to satisfy requirements for program completion;
- K. information related to eligibility for specialty board examinations; and
- L. institutional policies and procedures regarding Resident/Fellows duty hours and moonlighting.

### **5.4 Duration and Conditions of Appointment**

Unless modified by the Program and approved by the Department of GME, the Agreement of Appointment/Contract is one year, generally commencing on the first day and ending on the last day of the academic year, which may vary by specialty.

The Agreement of Appointment/Contract does not constitute or imply a promise or other commitment by CMH to offer a subsequent Agreement of Appointment/Contract or otherwise renew or extend the Agreement of Appointment/Contract of the Resident/Fellow beyond the expiration or termination date of an existing Agreement of Appointment/Contract.

The decision to renew an Agreement of Appointment/Contract to a Resident/Fellow does not imply a duty or obligation to promote the Resident/Fellow to the next training level of training.

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<sup>5</sup> ACGME Institutional Requirements, IV.B

## 5.5 Annulment of Appointment

A Resident's/Fellows' appointment may be annulled, meaning the offer of an appointment is revoked prior to the beginning of participation in a training program ("Annulled"), upon the rejection of the application for Missouri medical licensure or the suspension, probation, or dismissal of the Resident's/Fellow's temporary or permanent license(s) in any jurisdiction; failure by the Resident/Fellow to provide valid documentation to CMH Human Resources (HR) (e.g. valid social security number, valid identification, valid driver's license, completion of the required background check and health screening information). The Resident/Fellow must report any rejection, suspension, probation, or termination of licensure immediately to the PD and the Department of GME. An appointment may also be Annulled for any one of the following:

- A. the Resident/Fellow is a foreign citizen whose Visa is revoked;
- B. the background check for the Resident/Fellow displays offenses that are significant or reasonably relate to the job functions/duties.
- C. The Resident/Fellow fails to produce a negative result for the pre-employment drug screen.
- D. the Resident/Fellow fails to provide valid credentials, including but not limited to diplomas, certificates of prior training, valid ECFMG certificate or copies of medical licenses;
- E. CMH is unable to obtain professional liability insurance for the Resident/Fellow or is only able to do so with a premium payment for the insurance that exceeds standard commercial professional liability premium rates for a trainee in a similar specialty; or
- F. the application or any documents submitted to CMH or any accrediting, certifying, or licensing agencies in the process of seeking an appointment or license contains inaccurate, incomplete, misleading, false or fraudulent information.

## 5.6 Financial Support for Residents/Fellows

Resident's/Fellow's salaries are stipulated in the Agreement of Appointment/Contract. Salaries are based on program and program training level and are determined annually through the CMH budgetary process and approved by the GMEC. Current salary rates are published on the CMH public website ([www.childrensmrcy.org](http://www.childrensmrcy.org)).

## 5.7 GME Policy on Promotion and/or Renewal of Appointment

The Department of GME requires each Program to determine the criteria for promotion to the next level of training and/or renewal of contract for their Resident/Fellow. The criteria can include, but are not limited to consideration of the following:

- A. expected progress toward achievement of the core competencies;
- B. expected progress toward achievement of competency in one or more required technical skills;
- C. written evaluations and assessments;
- D. semiannual clinical competency committee assessments of appropriate milestones (where applicable);
- E. results of in-training examinations (where applicable);
- F. considerations for the safe care of patients;
- G. failure to satisfactorily remediate;
- H. failure of one or more rotations;
- I. semiannual reviews; and
- J. judgment of the PD.

Other institutional factors that could be a consideration for non-renewal of an Agreement of Appointment/Contract include:

- A. decreased CMH financial resources,
- B. loss of funding for the position,
- C. loss of accreditation by the program or institution, or
- D. closure of the program by the institutional or hospital sponsor.

When non-renewal of a contract is based solely on institutional factors, the action is not subject to review/appeal under due process or through the grievance process.

The Chair/Vice Chair must be notified by the PD of the intent for non-renewal of a Resident's/Fellow's Agreement of Appointment/Contract or when the Resident/Fellow will not be promoted to the next level of training. The Department of GME will ensure that programs provide Residents/Fellows with as much written notice of the intent not to renew an Agreement of Appointment/Contract or not to promote to the next level of training as the circumstances will reasonably allow.

The PD must provide a written notice of intent to Residents/Fellows whose Agreement of Appointment/Contract will not be renewed or when the Resident/Fellow will not be promoted to the next level of training. The written notification must be provided as soon as the circumstance will reasonably allow.

Residents/Fellows who are involved in due process will not be offered a subsequent Agreement of Appointment/Contract until due process proceedings have concluded favorably to the Resident/Fellow.

## **5.8 Restrictive Covenants/Non-Competition**

Neither CMH nor any of its ACGME-accredited programs will require a Resident/Fellow to sign a non-competition guarantee or restrictive covenant restricting the choice of practice location, practice structure, or the professional activity of individuals who have completed their post-graduate medical education programs as part of their Agreement of Appointment/Contract.

## **5.9 Severance of Agreement of Appointment/Contract by the Resident/Fellow**

The Resident/Fellow may sever the Agreement of Appointment/Contract after 60 days written notice to the PD, and the Chair/Vice Chair unless such notice is waived by the Executive Medical Director of CMH.

## **5.10 Transfers**

Before a Program can offer an Agreement of Appointment/Contract to a transferring Resident/Fellow, the CMH PD must obtain written or electronic verification of previous education experiences and a summative competency-based performance evaluation of the Resident/Fellow from the transferring PD. PDs must provide verification of training and a summative performance evaluation for Residents/Fellows who transfer out of a CMH program.

## **6. RIGHTS AND RESPONSIBILITIES**

The existence of a valid Agreement of Appointment/Contract between a Resident/Fellow and CMH establishes explicit and implicit expectations, rights, obligations and responsibilities, including those codified in the Agreement of Appointment/Contract. Although the Residents/Fellows are licensed to practice medicine in the State of Missouri and/or Kansas their participation in clinical activities during their GME training is at all times at the discretion of CMH and the PDs. The participation of the Residents/Fellows in patient care must in no way interfere with the best interests and well-being of patients and is subject to all CMH policies and procedures and to the

terms and conditions set forth in the Agreement of Appointment/Contract. Residents/Fellows who do not comply with CMH policies and procedures or who violate the Agreement of Appointment/Contract may be subject to corrective action, suspension and dismissal as outlined in Section 16 (Corrective Action) of this manual.

### **6.1 The Resident/Fellow will:**

- A. adhere to the policies and procedures for GME;
- B. maintain medical licensure in every state in which Resident/Fellow participates in training;
- C. adhere to the corresponding policies and procedures of all institutions at which instruction is occurring;
- D. adhere to the applicable federal, state, and local laws, as well as to the standards required to maintain accreditation by the Joint Commission (JC), ACGME, and any other relevant accrediting, certifying, or licensing organizations;
- E. participate fully in the required clinical, educational and scholarly activities of the program, including the performance of scholarly and research activities as assigned or as necessary for the completion of educational requirements, meet educational conference attendance requirements, assume responsibility for teaching and supervising other Residents/Fellows and students, and participate in assigned CMH committee activities;
- F. provide safe, effective, timely, efficient, equitable, and compassionate family-centered care;
- G. adhere to the highest standards of professionalism at CMH and other institutions at which instruction is occurring;
- H. provide clinical services commensurate with his/her level of training, under appropriate supervision by the faculty medical staff, and at sites specifically approved by the Program;
- I. develop and follow a personal program of self-study and professional growth under the guidance of the PD and teaching faculty;
- J. acquire an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine and GME training as prescribed by the ACGME or other accrediting body;
- K. fully cooperate with the Program and Sponsoring Institution in coordinating and completing ACGME accreditation submissions and activities, including:
  - 1. the timely completion of patient medical records, reports, duty hour logs, operative and procedure logs at CMH and other institutions at which instruction is occurring; and
  - 2. submission of timely and complete faculty and Program evaluations, and/or other documentation required by the ACGME, Sponsoring Institution, Department, and/or Program;
- L. acquire and maintain life support certification(s) as required;
- M. adhere to CMH's Risk Management Program;
- N. adhere to the CMH Compliance Plan and Code of Conduct, including protection of protected health information;
- O. report immediately to the CMH Legal Affairs & Risk Management Department any inquiry by any private or government attorney or investigator and refrain from communicating with any inquiring attorneys or investigators except merely to refer such attorneys and investigators to the Legal Affairs & Risk Management Department;
- P. report and refer any inquiry by any member of the press to CMH's Department of Community Relations;
- Q. abide by CMH's institutional policies prohibiting discrimination and sexual harassment;
- R. meet CMH's and the State's standards for immunizations;
- S. return, at the time of the expiration or in the event of termination of the Agreement of Appointment/Contract, all CMH and department property, including but not limited to books, equipment, badges, pagers, and complete all medical charts and Program evaluations;
- T. settle all professional and financial obligations; and permit CMH to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accrediting body. Progress reports, letters and evaluations will be provided only to individuals, organizations and credentialing bodies that are authorized by the Resident/Fellow to receive them for purposes of pre-employment or pre-appointment assessments. This provision will extend beyond the completion, termination or expiration of the Appointment;

- U. must report her/his concerns in those instances where a Resident/Fellow feels that a peer, self or faculty physician's practices or judgments are impaired or are otherwise not in the best interests of a patient, to the PD, Chair/Vice Chair of GME, and/or Division Director;
- V. participate in the CMH Quality and Safety Program;
- W. abide by the CMH's Levels of Supervision as outlined in Section 6.4 (Levels of Supervision) of this manual; abide by the Program's policy on transitions of care;
- X. report to CMH in the event of manmade, environmental, or other disasters and provide help as determined by CMH administration. The PD will provide the needed guidance to the Resident/Fellow during such emergencies.
- Y. report needle sticks to Occupational Health immediately or page the CMH Occupational Health Nurse Supervisor. If the needle stick occurs at a participating site other than CMH, the Resident/Fellow will follow the policy at that facility and report to CMH Occupational Health the following day.

## **6.2 CMH will:**

- A. provide a salary and benefits to the Resident/Fellow as stipulated in the applicable Agreement of Appointment/Contract;
- B. provide an educational training Program that meets the ACGME's accreditation standards or applicable accrediting body;
- C. use its best efforts, within the limits of available resources, to provide the Resident/Fellow with adequate and appropriate support staff and facilities in accordance with federal, state, local, and ACGME requirements;
- D. orient the Resident/Fellow to the facilities, rules, regulations, procedures and policies of CMH, Department and Program and to the ACGME's Institutional and Program Requirements;
- E. provide the Resident/Fellow with appropriate faculty classification of supervision for all educational and clinical activities;
- F. allow the Resident/Fellow to participate fully in the educational and scholarly activities of the Program and CMH and in any appropriate institutional medical staff activities, councils and committees, particularly those that affect GME and the role of the Resident/Fellow in patient care;
- G. communicate clearly to the Resident/Fellow any expectations, instructions and directions regarding patient management;
- H. maintain an environment conducive to the health and well being of the Resident/Fellow;
- I. provide services for reasonable management of fatigue;
- J. provide access to adequate food service while on in-house-call or otherwise engaged in clinical activities requiring the Resident/Fellow to remain in CMH overnight;
- K. provide adequate sleeping quarters to the Resident/Fellow while on in-house overnight call;
- L. provide personal protective equipment;
- M. provide patient and information support services;
- N. provide security;
- O. evaluate the educational and professional progress and achievement of the Resident/Fellow on a regular and periodic basis;
- P. provide a fair and consistent method for review of concerns and/or grievances, without the fear of reprisal;
- Q. incorporate and monitor the Residents'/Fellows' participation in the CMH Quality and Safety Programs;
- R. provide, upon satisfactory completion of the Program, a Certificate of Completion.

## **6.3 The PD will:**

- A. administer and maintain an educational environment conducive to educating the Residents/Fellows in each of the ACGME competency areas;
- B. oversee and ensure the quality of didactic and clinical education in all sites that participate in the program;
- C. approve a site director at each participating site who is accountable for Resident/Fellow education;



- D. approve the selection of program faculty as appropriate;
- E. evaluate Program faculty and approve the continued participation of program faculty based on evaluation;
- F. monitor Resident/Fellow supervision at all participating sites using the classifications of supervision outlined in Section 6.4 (Levels of Supervision) of this manual;
- G. provide information, or assist the Resident/Fellow in obtaining information, related to eligibility for specialty board examinations.
- H. prepare and submit all information required and requested by the ACGME, including but not limited to the program information forms and annual program resident updates to the Accreditation Data System (ADS), and ensure that the information submitted is accurate and complete;
- I. provide each Resident/Fellow with documented semi-annual evaluation of performance with feedback;
- J. ensure compliance with grievance and due process procedures as set forth in the Institutional Requirements and referenced in Sections 15.4 (Due Process) and 16 (Grievances) of this manual;
- K. provide verification of residency/fellowship education for all Residents/Fellows to applicable licensing and certifying boards, including providing information reflecting education completed by those who leave the program prior to completion;
- L. implement policies and procedures consistent with the Institutional and Program requirements for Resident/Fellow duty hours and the working environment, including moonlighting, and, to that end, distribute these policies and procedures to the Residents/Fellows and faculty;
- M. monitor Resident/Fellow duty hours, according to Sponsoring Institution policies, with a frequency sufficient to ensure compliance with ACGME requirements;
- N. monitor and adjust schedules, including home call, as necessary to mitigate excessive service demands and/or fatigue;
- O. monitor the need for and ensure the provision of back up support systems when patient care responsibilities are unusually difficult or prolonged;
- P. comply with the Sponsoring Institution's written policies and procedures, including those specified in the Institutional Requirements, for selection, evaluation and promotion of residents, corrective action, and supervision of residents;
- Q. be familiar with and comply with ACGME and Review Committee policies and procedures as outlined in the ACGME Manual of Policies and Procedures;
- R. obtain review and approval of the Sponsoring Institution's GMEC/DIO before submitting to the ACGME information or requests for the following:
  - 1. all applications for ACGME accreditation of new programs;
  - 2. changes in Resident/Fellow complement;
  - 3. major changes in program structure;
  - 4. progress reports requested by the Review Committee;
  - 5. responses to all proposed adverse actions;
  - 6. requests for increases or any change to Resident/Fellow duty hours;
  - 7. voluntary withdrawals of ACGME-accredited programs;
  - 8. requests for appeal of an adverse action;
  - 9. appeal presentations to a Board of Appeal or the ACGME; and
  - 10. proposals to ACGME for approval of innovative educational approaches.
- S. obtain DIO review and co-signature on all program information forms, as well as any correspondence or documents submitted to the ACGME that addresses:
  - 1. Program citations; and/or
  - 2. request for changes in the Program that would have significant impact, including financial, on the Program or institution.

## 6.4 Supervision Policy<sup>6</sup>

For the Resident/Fellow, the essential learning activity is interaction with patients under the guidance and supervision of faculty members. As Residents/Fellows gain experience and demonstrate growth in their ability to care for patients, they can assume roles that permit them to exercise those skills with greater independence. This concept of graded and progressive responsibility is one of the core tenets of American graduate medical education.

In the CMH clinical learning environment, all patient care provided by Residents/Fellows will be under the supervision of an identifiable, appropriately-credentialed and privileged attending physician or other designated faculty member as determined by each Program's specific policy, who is ultimately responsible for that patient's care.

Program Letters of Agreement (PLA's) between CMH and participating Programs must include responsibilities for supervision of Residents/Fellows. The CMH medical record will demonstrate the involvement of the supervising faculty physician in the patient's medical care.

- A. Each Program must have a Program-specific supervision policy that must include:
  - 1. Definitions for the levels of supervision
  - 2. The guidelines and circumstances when a Resident/Fellow is required to communicate with the supervising faculty member;
  - 3. Methods used by the PD to monitor supervision at all participating sites and;
  - 4. Criteria used to determine readiness for graded increased responsibility of patient care over the course of training
- B. Definitions for Levels of Supervision
  - 1. Direct supervision: The supervising faculty member is physically present with the Resident/Fellow and the patient.
  - 2. Indirect supervision with direct supervision immediately available: The supervising faculty member is physically within CMH or other site of patient care, and is immediately available to provide direct supervision.
  - 3. Indirect supervision with direct supervision available: The supervising faculty member is not physically present within CMH or other site of patient care but is immediately available by means of telephonic and/or electronic modalities, and is available to provide direct supervision.
  - 4. Oversight: The supervising faculty member is available to provide review of procedures/encounters with feedback provided after care is delivered.
- C. Mechanisms to Report Inadequate Supervision - Residents/Fellows who feel they have had inadequate supervision can report their experience in a protected manner that is free from reprisal using one of three options:
  - 1. directly to their PD;
  - 2. to the Chair/Vice Chair of GME;
  - 3. Report via CMH's Electronic Event Reporting System which may be submitted anonymously (if desired).

In all situations, the concerns will be thoroughly investigated by the PD and the Department of GME. The PD will be responsible for providing the Department of GME with a plan of action for substantiated reports.

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<sup>6</sup> ACGME Common Program Requirements, VI.D.

## 6.5 Transitions of Care<sup>7</sup>

Transitions of Care/Handoffs Policy - This policy establishes standards to ensure the quality and safety of patient care when transfer of responsibility occurs during duty hour shift changes and other scheduled or unexpected circumstances.

### A. Definitions:

1. Handoff: The communication of information to support the transfer of care and responsibility for a patient/group of patients from one provider to another.
2. Transition/handoff process: An interactive communication process for passing specific, essential patient information from one caregiver to another.
3. Transitions in care/handoff conditions:
  - a. change in level of patient care, including inpatient admission from an outpatient procedure or diagnostic area or ER and transfer to or from a critical care unit;
  - b. temporary transfer of care to other healthcare professionals within procedure or diagnostic areas;
  - c. discharge, including discharge to home or another facility such as skilled nursing care; and
  - d. change in provider or service change, including change of shift for nurses, resident sign-out, and rotation changes for residents.

- ### B. Policy:
- Individual Programs must design schedules and clinical assignments to maximize the learning experience for Residents/Fellows as well as to ensure quality care and patient safety, and adhere to general institutional policies concerning transitions of patient care.

Each Program must have a specific policy for transitions of care that integrates specifics from their specialty field. The policy must define a structured handover process designed to facilitate continuity of care and patient safety in a quiet setting free of interruptions that preserves patient confidentiality and privacy. The policy must be readily available and accessible to the trainees and faculty. CMH has adopted IPASS as its handoff protocol unless otherwise impractical.

The Program curriculum must include orientation and education on the Program specific transition of care policy and process. Programs must develop measures for monitoring the transition of care/handoff process that include observation and documentation of trainee competence.

Availability of accurate call schedules for supervising physicians must be assured.

Procedures should be designed so that patients are not inconvenienced or endangered in any way by frequent transitions in their care.

- ### C. Procedure:
- The standard for transitions in care/handoffs is face-to-face interaction with both verbal and written/electronic health record (EHR) communication, with opportunity for the receiver of the information to ask questions or clarify specific issues. In some instances, handoffs can be conducted over the phone as long as both parties have access to an EHR and the conversation can be privately conducted to maintain patient confidentiality. The transition process should include, as a minimum the following information in standardized format that is universal across all services:

1. identification of patient, including name, medical record number, and age;
2. identification of admitting/primary/supervising physician and contact information;
3. diagnosis and current status/condition of patient;
4. recent events, including changes in condition or treatment, current medication status, recent lab tests, allergies, anticipated procedures and actions to be taken;

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<sup>7</sup> ACGME Institutional Requirements, III.B.3

5. outstanding tasks – what needs to be completed in the immediate future;
6. outstanding laboratories/studies – what needs follow-up during the shift;
7. changes in patient condition that may occur requiring interventions or contingency plans.

## 6.6 Records Management

Resident/Fellow files serve as both records of employment and academic program records. They are the primary source used for verification of training throughout the trainee's career. As such, they must be accurate and contain all information needed for licensure and application for credentialing. The files also serve as a record of a Resident's/Fellow's performance and competency. In order to ensure that all Residents/Fellows trained at CMH have training records that support their future needs, a uniform policy of minimal standards for records management is implemented. This policy recognizes three categories of Residents/Fellows:

1. individuals that apply for the program but are not interviewed for a program position;
  2. individuals that apply and are interviewed for the program but do not enroll in the program; and
  3. Residents/Fellows who are accepted into a program.
- A. Program Applicants: It is important that an accurate description of the applicant pool is maintained for a minimum of three years. This can be most effectively accomplished by maintaining each application (either electronically or in hard copy). The application includes the standard application form plus all supporting documents (personal statement, exam scores, letters of recommendation).
- B. Interviewed Applicants: All records pertaining to interviewed applicants must be maintained for a minimum of three years. In addition to the full application and supporting documents, this would typically include interview evaluation forms used by the program to obtain feedback from program faculty and Residents/Fellows about each applicant.
- C. Program Resident/Fellow: Resident/Fellow files are kept in three categories:
- A. employment and immigration records maintained by CMH HR;
  - B. contract, credentialing, and academic records maintained by GME; and
  - C. health records maintained by Occupational Health within CMH HR.

GME will be responsible for maintaining records related to Resident/Fellow academic program participation, completion, and medical/dental/optometry licensure. The required elements of the GME Resident/Fellow file should include:

- A. copy of medical/dental or graduate school diploma;
- B. proof of name change;
- C. agreement of Appointment/Contract;
- D. state medical/dental license;
- E. BNDD/DEA Certification;
- F. ECFMG certificate (for graduates of foreign medical schools);
- G. completion/Certificate of Completion;
- H. consent for release of information;
- I. written performance evaluations from faculty and others;
- J. competency and milestone assessments;
- K. semi-annual summary evaluations from the PD or selected faculty;
- L. record of the Resident's/Fellow's rotations and other training experiences;
- M. record of surgical and procedural training;
- N. corrective action;
- O. moonlighting approval form (for applicable Residents/Fellows);
- P. documentation of prior training and performance evaluation (for transferring Residents/Fellows); and

Q. any other information specifically required by the training program accrediting organization.

GME files will be kept electronically and will be available for the Resident/Fellow upon request. Residents/Fellows requesting assistance must give GME 48 hours to retrieve the documents.

CMH and Sponsoring Institution will comply with the obligations imposed by state and federal law and regulations to report instances in which a Resident/Fellow is subject to corrective action for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or endangerment of patient safety or welfare. A final written warning, extension of training, probation, an administrative leave of absence, suspension, non-renewal, non-promotion, dismissal all become part of the permanent educational record.

## **6.7 Gifts and Gratuities Policy** (Please refer to the current Gifts and Gratuities policy on the SCOPE)

Residents and Fellows are subject to, and must adhere to, the Gifts and Gratuities Policy of CMH, as the same may be amended from time to time.

## **7. BENEFITS**

### **7.1 Time-off Plans**

Residents/Fellows time off is categorized as:

- A. 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, 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 one Agreement of Appointment/Contract year to the next and no payment will be made for unused vacation at the termination of the Appointment.
- B. Paid Sick Time/Extended Illness Time (EIT) - The Resident/Fellow will accrue one day of EIT for illness after each full month of service. If the Resident/Fellow has no accrued EIT, 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, short-term disability or long-term disability insurance.. Accrued EIT may be carried over from one Agreement of Appointment/Contract year to the next. Residents/Fellows are limited to a maximum EIT balance of 60 days. No payment will be made for unused EIT at termination of the Appointment, but EIT will roll over into another CMH training program or faculty position.
- C. 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 (spouse, parent, stepparent, in-laws and son or daughter). 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.
- D. Professional Time - CMH will consider paid professional leave for all Residents/Fellows at the discretion of the PD for the following reasons:
  - 1. scholarly presentations at national or regional conferences;
  - 2. professional conference attendance;
  - 3. taking medical board examinations; or
  - 4. up to five days for interviews for fellowship or faculty positions
- E. Bereavement Leave - Residents/Fellows are allowed five (5) days to attend funeral services of an immediate family member (spouse, domestic partner, children, or parent). If the death involves an immediate family member and the Resident/Fellow will require more time off, the Resident/Fellow should contact the PD as soon as feasible. Extended time off may be taken as a leave of absence. Residents/Fellows also are allowed

three (3) days to attend funeral services for a sibling, grandparent, in-laws, or any person living in the Resident's/Fellow's household at the time of death. Bereavement days do not count as vacation or sick days. The Resident/Fellow should notify the PD as soon as possible so service coverage can be addressed.

- F. Leave of Absence (LOA)
  - 1. Leaves for Residents/Fellows who have been employed at CMH less than 1 year are not eligible under the Family and Medical Leave Act (FMLA) and are granted on a case-by-case basis by the PD and will be in accordance with all applicable laws.
    - a. The ability to use vacation and/or EIT time will be decided by the PD. The decision will be based on the underlying need for the leave.
    - b. Reasons for which an LOA may be granted include: the birth of a child or placement of a child by adoption or foster care; the serious health condition of a Resident/Fellow; the serious health condition of a Resident's/Fellow's family member; and other circumstances.
    - c. The Resident/Fellow may be required to make up all rotations missed as determined by the PD in conjunction with accreditation and certifying institutions.
    - d. The maximum combined length of all FML, medical and personal leaves is 24 weeks in a "continuously rolling" 12-month period unless other arrangements are made as reasonable accommodations under applicable law. Except in the event of additional leave as a reasonable accommodation, if the Resident/Fellow is unable to return after using 24 weeks of leave, the Resident/Fellow may be terminated from the Program. In such circumstances, the Resident/Fellow may reapply to the Program with no guarantee of acceptance to the Program.
  - 2. Residents/Fellows who have been employed at CMH for more than 12 months are eligible for an LOA which may qualify for the benefits of FMLA, including up to 12 weeks of job protected leave, after one year of employment.
- G. Residents/Fellows are eligible for pay for the following according to Hospital policy
  - 1. Jury Duty
  - 2. Election Day
  - 3. Military Leave
- H. Administrative Leave - a Resident/Fellow will be on paid administrative leave while in the due process phase of a hearing.
- I. All leaves must be approved in advance by the PD, and may extend the length of training.
- J. Time off may impact a Resident/Fellows eligibility for board certification. Standards for eligibility for specialty board certification are developed by the individual specialty board (as recognized by the ABMS). Current policies for selected specialty boards:
  - 1. Allergy and Immunology: Absences (including vacation and sick leave) in excess of two months over the 24 months of the training Program should be made up. Exceptions may be considered, if supported by the PD.
  - 2. Child Neurology and Clinical Neurophysiology: Vacation and sick leave in excess of allotted leave will need to be made up.
  - 3. Pediatric 3-year Subspecialties: Absences/leaves in excess of 3 months during the 3 years of training, whether for vacation, parental leave, illness, and so forth, must be made up. If the program director believes that the candidate is well qualified and has met all requirements, the program director may submit a petition to the ABP requesting an exemption to the policy. Training time cannot be waived for convenience, such as for fellows who begin training off cycle.
  - 4. Pediatric Clinical Pharmacology: The Resident/Fellow must show completion of two-years of post-doctoral fellowship training in clinical pharmacology.
  - 5. Pediatric Dentistry: The duration of the training Program in Pediatric Dentistry is 24 months. Therefore, absences in excess of those available and approved through the Program (including vacation, sick leave, and family illness paid time) should be made up or could extend training. Arrangements should be made with approval of the PD in consultation with the Department Chair.

- Any additional leave in excess of 6 weeks taken over the 24 months of the training Program must be made up. Exceptions may be considered, if supported by the PD and/or Department Chair.
6. Pediatric Dermatology: It is necessary that 11 months of training are completed in order to qualify for subspecialty certification. Thus, without exception, any absence (inclusive of vacation) resulting in less than 11 months of training during a 12-month Program will require an additional period of training to achieve 11 total months.
  7. Pediatric Pathology: The Resident/Fellow must document an average of 48 weeks per year of full time pathology training over the course of the training Program.
  8. Pediatrics and subspecialties: One month of absence is allowed each year for leave (vacation, sick, parental leave). Absences beyond this should be made up by additional time of training. The PD may petition the American Board of Pediatrics for exceptions to this policy.
  9. Pediatric Rehabilitation Medicine: A Resident/Fellow must not be absent from the training Program for more than six weeks (30 working days) annually.
  10. Pediatric Radiology: Leaves of absence and vacation may be granted to Residents/Fellows at the discretion of the PD in accordance with local rules. Within the required training period, the total leave and vacation time may not exceed six calendar weeks (30 working days) for Residents/Fellows in the Program for one year.
  11. Pediatric Sports Medicine and Sleep Medicine: Combined absences/leaves in excess of 1 month during the year of training, whether for vacation, parental leave, illness, and so forth, must be made up. If the program director believes that combined absences/leaves that exceed 1 month are justified, a letter of explanation should be sent by the director for review by the Credentials Committee.
  12. Pediatric Surgery and Surgical Critical Care: Residents/Fellows must have no fewer than 48 weeks of satisfactorily completed fulltime surgical/surgical critical care experience in each year of training.

Any leave time beyond that allowed by the certifying board would need to be made up by arrangement with the PD. "Leave time" is defined as sick leave, vacation, maternity/paternity leave, or other personal leave. A Resident/Fellow may not accumulate leave time or vacation to reduce the overall duration of training. Time away from the program must be evenly spaced.

## **7.2 Professional, General and Other Liability Insurance**

CMH provides several insurance coverages for CMH employees subject to the terms, conditions, and exclusions contained within the applicable policies. These insurance coverages include, but are not limited to:

A. Professional Liability coverage at CMH's expense is provided to each Resident/Fellow based on his/her state of residence and licensure either through a commercial insurance policy and the Kansas Health Care Stabilization Fund with limits of at least \$1,000,000 per claim and \$3,000,000 in the aggregate or through CMH's self-insurance program ("SIP") in the amount of two million dollars (\$2,000,000) per occurrence, in accordance with the terms of the SIP.

1. All Residents/Fellows are covered under the SIP or the commercial insurance policy, provided that the following requirements are met:
  - a. Resident/Fellow is employed by CMH and either:
    - i. service has been provided under supervision of a duly appointed member of the of CMH medical staff; or
    - ii. service has been provided under the supervision of a physician at an institution that has a formal, written Affiliation Agreement for the Resident's/Fellow's services; or
    - iii. service has been provided by a Fellow as a moonlighting activity at a CMH location, with medical licensure in the state in which the service is being provided with prior written permission from the PD and Chair or Vice Chair of GME, the Department in which the Fellow is moonlighting, and the VP or EVP of Medical Administration; and

after a Moonlighting Agreement or Addendum has been executed by the Hospital and the Fellow, if required. Service, while moonlighting at CMH, is performed only with prior written permission from PD, Vice Chair of GME, the department in which the Resident/Fellow is moonlighting, and the VP or EVP of Medical Administration.

- b. Coverage under the SIP or liability insurance policy is not intended to cover:
  - i. services under Agreements to which CMH is not a party;
  - ii. moonlighting activities outside of CMH;
  - iii. services not provided within the scope, course, or licensure of the Residency/Fellowship; or
  - iv. other services excluded by the commercial insurance policy or SIP.
- c. The Resident/Fellow will cooperate fully in any investigation, discovery, and defense that may arise regarding any claims or other legal actions. The failure to cooperate may result in personal liability.
- d. Residents/Fellows will submit immediately upon receipt to the Office of the General Counsel/Risk Management any demand letter, claim, summons, complaint, subpoena, or court paper of any kind relating to services or training activities at CMH.
- e. The Resident/Fellow will cooperate fully with CMH Administration, the Office of the General Counsel/Risk Management, all attorneys retained by that Office, and all investigators, committees, and Departments of CMH including, but not limited to Quality Assurance, HR, particularly in connection with the following:
  - i. evaluation of patient care;
  - ii. review of an incident or claim; or
  - iii. preparation for litigation, whether or not the Resident/Fellow is a named party to that litigation.

B. General Liability Insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, including coverage for bodily injury and property damage and products and completed operations liability.

C. Cyber (Privacy) Liability Insurance, including first party and third party coverage, with limits not less than ten million dollars (\$10,000,000) per occurrence and ten million dollars (\$10,000,000) in the aggregate.



### 7.3 General Benefits (Please refer to current Pay & Benefits information on the SCOPE)

Residents and Fellows are eligible for applicable benefits as described in the Pay & Benefits section on the SCOPE.

### 7.4 Other Benefits

The intent of these additional benefits is to enhance the Resident's/Fellow's educational experience. Residents/Fellows should be prudent in their spending.

- A. Educational Stipend/Book Money - Residents/Fellows are provided educational funds to use towards books and other educational materials.
  1. Stipend Amounts:
    - a. PGY 1 (pediatric residents) receive \$500;
    - b. PGY 2 receive \$750;
    - c. PGY 3 receive \$1250;
    - d. PGY 4- 6 receives \$1,500; and
    - e. PGY 7 and above will receive \$2,250 per Agreement of Appointment/Contract year. These funds are non-transferable and do not roll over to the next Agreement year.
    - f. Medicine/Pediatric Residents receive a \$1000 stipend to be spent across the length of their program.
  2. Residents/Fellows **CAN** use Educational Stipend/Book money for:
    - a. medical/educational books/educational software
    - b. board review travel expenses
    - c. journal subscriptions
    - d. professional memberships
    - e. expenses for out of state rotation
    - f. medical equipment
    - g. scrubs and lab coats or Children's Mercy approved apparel up to \$150 per year
    - h. iPad case and keyboard (up to \$150 one time during Program)
    - i. travel expenses related to attending professional conference
  3. Residents/Fellows **CANNOT** use Educational Stipend/Book money for anything that cannot be justified as related to training. It **CANNOT** be used for licensing or DEA expenses related to moonlighting or any other expenses related to future employment (eg. Interviews). The Vice Chair of GME makes the final decision on whether an expense will be supported by CMH. If an expense is not on the list above, please check in advance.
  4. Residents/Fellows who want to utilize educational stipend/book money must contact their respective PC. If the Resident/Fellow is requesting to utilize stipend money for professional travel to a conference, their travel must be approved by the PD 30 days prior to traveling. Residents/Fellows must be in compliance with medical records, duty hour logs and evaluations before a request will be approved.
  5. Residents/Fellows must adhere to the Hospital's Travel Reimbursement Policy.
  6. Anything spent within the last 6 months of the Program is restricted to books, board review, board review materials/subscriptions or conferences.
- B. Professional Development Stipend - Residents/Fellows can use a \$2,250 Professional Development Stipend for:
  1. Presentation at National or Regional Conferences
    - a. Residents/Fellows at the PGY 2 level and above who are accepted or invited as the presenting author at a conference are eligible to access up to \$2,250 per Agreement of Appointment/Contract year in support for travel to be paid for by CMH. GME will only pay for one presenting author per poster.

- b. Travel must be approved by the PD at least 60 days in advance and reasonable efforts should be made to access external funding (travel grants).
  - c. The Resident/Fellow must book travel through the CMH travel agency at least 30 days in advance. If the Resident/Fellow will be driving or renting a car, special guidelines apply and permission in advance is required.
  - d. Resident/Fellow must contact their PC to process their pre-paid airline tickets and conference registration.
  - e. If the conference is in an international location, Hawaii or Alaska, contact your PC to begin the pre-approval process.
  - f. Other expenses are reimbursable upon the Residents/Fellows return with submission of proper documentation in accordance with CMH Travel Reimbursement Policies
  - g. If the cost of travel exceeds \$2,250, the Resident/Fellow may access unused educational stipend/book money (\$1,500), pay out of pocket or ask the Division/Department for assistance.
- 2. Residents/Fellows may use up to \$2,250 to attend a formal board review course and the airfare associated with the course.
  - 3. Medicine/Pediatric Residents may receive a total of \$2250 for professional development from CMH and UMKC after accessing all available funds from UMKC first. The conference must be either a Pediatrics Conference or a Medicine/Pediatrics Conference. It cannot be strictly a Medicine Conference. Conferences must be approved by the Chair/Vice Chair of GME.
  - 4. Expenses from the Professional Development Fund for board review and conference presentation cannot exceed \$2250.
- C. GME expenses paid - Residents/Fellows do not incur the expenses for the following:
- 1. Professional Organizations - GME will pay for one professional membership per year. For Pediatric Residents, the membership will be to the American Academy of Pediatrics. Memberships for Fellows will be determined by the respective PD.
  - 2. GME will pay for all fees for licensure needed to fulfill Residents'/Fellows' training Program.
  - 3. Board Exam Fees – CMH will reimburse \$500 for each Resident to register for a specialty board. CMH will pay for one specialty board exam for each Fellow. Fellows must attest to CMH that they have not previously been reimbursed for those expenses.
  - 4. International Elective Rotation Expenses - Expenses related to a Residents/Fellows international elective rotation will be reimbursed up to \$1,000 after returning from the trip and upon submitting proper documentation and rotation experience report. Residents/Fellows who have been approved for an International Elective Rotation must complete the Request for Approval of International Travel form. To access the \$1000 travel grant Residents/Fellows must work in conjunction with the Director of Global Health Programs. If additional funding is needed the Resident/Fellow can access their educational/book money. More information can be found in (International Rotation) of this manual.
- D. Costs related to poster creation should be paid by the Division or GME depending on the topic/mentorship reflected in the scholarly work.
- E. BLS, PALS, and NRP Certification - Residents/Fellows are expected to hold Basic Life Support (BLS) Certification before commencing training at CMH. Residents/Fellows are provided PALS or NRP training if renewal is required.
- F. Meal Cards - The Residents/Fellows will be provided meal cards to offset expenses occurred while on call.
- G. Pagers - Residents/Fellows are provided pagers.
- H. Parking - The Residents/Fellows will be provided free parking at CMH during the term of the Appointment.
- I. White Coats – Fellows will be provided with white coats. White coats will be provided to Residents if requested
- J. CMH Apparel/Scrubs - Residents/Fellows may spend up to \$150 on CMH apparel and scrubs. Purchases will be deducted from the educational stipend.

- K. Moving Allowance - A moving allowance of up to \$500 is provided for any Resident/Fellow moving from outside the metropolitan Kansas City area. The allowance must be used for out of pocket moving expenses supported by receipts. This is a taxable benefit.
- L. Residents/Fellows are eligible for the following employee benefits. For more information contact HR (816)234-3109
  - 1. Adoption Assistance
  - 2. AFLAC
  - 3. Domestic Partner and Child Benefits
  - 4. Auto/Home Insurance
  - 5. Back-Up Care Advantage Program
  - 6. Financial Assistance Plan
  - 7. On-Site Childcare Center
  - 8. Pet Insurance
  - 9. Tuition Assistance
  - 10. Worker's Compensation

## **8. CODE OF CONDUCT (Please refer to current Code of Conduct Policy on Scope)**

### **8.1 Professionalism**

Residents/Fellows will demonstrate conduct consistent with the dignity and integrity of the medical profession in all contacts with patients, their families, their peers, the faculty, all CMH and Sponsoring Institution personnel and all third parties conducting business with the Resident/Fellow or CMH or Sponsoring Institution.

The Resident/Fellow will:

- A. protect and respect the ethical and legal rights of patients;
- B. abide by the policies and procedures governing GME and applicable Sponsoring Institution;
- C. clearly communicate all information relevant to the timely, safe, effective and compassionate care of their patients to their supervising faculty;
- D. act in accordance with compliance policy including access to medical records;
- E. in a timely fashion, complete all assigned clinical, administrative and academic duties, including medical records in accordance with Medical Staff guidelines;
- F. not prescribe controlled or narcotic medications for themselves or members of their immediate families. Residents/Fellows are discouraged from providing medical care to members of their immediate families;
- G. not accept fees for medical services from patients, patients' families, or other parties;
- H. not charge or accept fees for expert testimony in medico-legal proceedings or for legal consultation;
- I. promptly discharge any and all financial obligations to the CMH and other institutions at which instruction is occurring; throughout the duration of their appointment;
- J. provide at least 60 days written notice as provided by the terms of the Agreement of Appointment/Contract should they desire to leave the training Program. Failure to provide such notice may be considered unprofessional conduct and can adversely affect the summative evaluation and any future recommendation. In some cases, such conduct may be reported to accrediting and credentialing bodies;
- K. inform the PD and the Department of GME of any condition or change in status that affects his/her abilities to perform assigned duties;
- L. be expected to fulfill any written Agreement of Appointment/Contract entered into with CMH provided such Agreement of Appointment/Contract is not contrary to these policies and procedures. Any modification of such Agreement of Appointment/Contract must be made in writing by the parties.

**8.2 Residents/Fellows should take special note of the following policies** (Please refer to the policies on the SCOPE)

- A. Personal Appearance Policy
- B. Name Badge Policy
- C. Smoking and Tobacco-Free Environment Policy
- D. Drug and Alcohol Policy
- E. Personal Use of Social Media Policy

**9. RESIDENT/FELLOW IMPAIRMENT**

CMH seeks to promote the health and well-being of Residents/Fellows while assuring that patients receive quality care. CMH recognizes that a number of issues may adversely affect a Resident's/Fellow's ability to be successful as a learner and deliver quality care.

**9.1 Procedures**

- A. Residents/Fellows will notify their PD, an APD, or Chair/Vice Chair of GME when they may be impaired or have reasonable suspicions or concerns that another physician is exhibiting signs or behaviors of impairment. Residents/Fellows reporting suspicions or concerns of impairment will cooperate with the CMH Director of Employee Relations in the conduct of an investigation.
- B. Concern for on-duty impairment that may potentially be related to drugs and alcohol will be handled according to the CMH Drug and Alcohol Policy. HR will inform GME and the PD in all cases where a Resident/Fellow is involved.
- C. When a concern about a potential impairment not covered under the CMH Drug and Alcohol policy is raised, the Resident/Fellow will meet with the PD, an APD, or Chair/Vice Chair of GME and a recommendation will be made.
- D. Residents/Fellows who disagree with a need for referral for assessment of impairment can request a review at a joint meeting of the Resident/Fellow, PD and Department Chair of the Program. The Department Chair will make a final decision.
- E. Residents/Fellows who are under the care of a physician or other health professional must have a signed release to return to patient care responsibilities.

**10. EDUCATION PROGRAM & ACGME COMPETENCIES<sup>8</sup>**

- A. Each Program's curriculum will contain the following educational components:
  - 1. overall educational goals for the Program, which the Program will distribute to Residents/Fellows and faculty annually;
  - 2. competency-based goals and objectives for each assignment at each educational level, which the Program will distribute to Residents/Fellows and faculty annually, in either written or electronic form. These should be reviewed by the Resident/Fellow at the start of each rotation;
  - 3. regularly scheduled didactic sessions;
  - 4. delineation of Resident/Fellow responsibilities for patient care, progressive responsibility for patient management, and supervision of Residents/Fellows over the continuum of the Program; and,
  - 5. ACGME competencies and milestones.
- B. The Program must integrate the following ACGME competencies into the curriculum:

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<sup>8</sup> ACGME Common Program Requirements, IV.

1. Patient Care and Procedural Skills. Residents/Fellows must be able to provide patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health.
2. Medical Knowledge. Residents/Fellows must demonstrate knowledge of established and evolving biomedical, clinical, epidemiological and social behavioral sciences, as well as the application of this knowledge to patient care.
3. Practice-based Learning and Improvement. Residents/Fellows must demonstrate the ability to investigate and evaluate their care of patients, to appraise and assimilate scientific evidence, and to continuously improve patient care based on constant self-evaluation and life-long learning. Residents/Fellows are expected to develop skills and habits to be able to meet the following goals:
  - a. identify strengths, deficiencies, and limits in one's knowledge and expertise;
  - b. set learning and improvement goals;
  - c. identify and perform appropriate learning activities;
  - d. systematically analyze practice using quality improvement methods, and implement changes with the goal of practice improvement;
  - e. incorporate formative feedback into daily practice;
  - f. locate, appraise, and assimilate evidence from scientific studies related to their patients' health problems;
  - g. use information technology to optimize learning; and,
  - h. participate in the education of patients, families, students, Residents/Fellows and other health professionals.
4. Interpersonal and Communication Skills. Residents/Fellows must demonstrate interpersonal and communication skills that result in the effective exchange of information and collaboration with patients, their families, and health professionals. Residents/Fellows are expected to:
  - a. communicate effectively with patients, families, and the public, as appropriate, across a broad range of socioeconomic and cultural backgrounds;
  - b. communicate effectively with physicians, other health professionals, and health related agencies;
  - c. work effectively as a member or leader of a health care team or other professional group;
  - d. act in a consultative role to other physicians and health professionals; and,
  - e. maintain comprehensive, timely, and legible medical records, if applicable.
5. Professionalism. Residents/Fellows must demonstrate a commitment to carrying out professional responsibilities and an adherence to ethical principles. Residents/Fellows are expected to demonstrate:
  - a. compassion, integrity, and respect for others;
  - b. responsiveness to patient needs that supersedes self-interest;
  - c. respect for patient privacy and autonomy;
  - d. accountability to patients, society and the profession; and,
  - e. sensitivity and responsiveness to a diverse patient population, including but not limited to diversity in gender, age, culture, race, religion, disabilities, and sexual orientation.
6. Systems-based Practice. Residents/Fellows must demonstrate an awareness of and responsiveness to the larger context and system of health care, as well as the ability to call effectively on other resources in the system to provide optimal health care. Residents/Fellows are expected to:
  - a. work effectively in various health care delivery settings and systems relevant to their clinical specialty;
  - b. coordinate patient care within the health care system relevant to their clinical specialty;
  - c. incorporate considerations of cost awareness and risk benefit analysis in patient and/or population-based care as appropriate;
  - d. advocate for quality patient care and optimal patient care systems;
  - e. work in inter-professional teams to enhance patient safety and improve patient care quality; and,
  - f. participate in identifying system errors and implementing potential systems solutions.

The curriculum will advance Residents'/Fellows' knowledge of the basic principles of research, including how research is conducted, evaluated, explained to patients, and applied to patient care. Residents/Fellows should participate in scholarly activity. CMH and the Program will allocate adequate educational resources to facilitate Resident/Fellow involvement in scholarly activities.

## **11. INTERNATIONAL ROTATION**

Residents/Fellows participating in a training Program at CMH who are interested in completing an International elective rotation must follow the guidelines below. Residents/Fellows must present the required report and agree to make a poster or oral presentation at Global Health Grand Rounds/International Day. Failure to comply may result in corrective or disciplinary action.

### **11.1 Eligibility Criteria for International Elective Rotation**

#### **A. Residents**

1. Residents must be considered in "good standing" per his/her PD.
2. Residents must be a part of the Global Health Track and meet all the requirements of the Track.
3. Residents must have a Global Health faculty advisor at CMH.
4. Resident must have an onsite international faculty supervisor and the supervisor must be willing to complete the in accordance with the international elective rotation evaluation form.
5. Resident must have a call free month available for the international rotation (PD has the discretion for approval).
6. Rotations may not be scheduled in June of the final year of their Residency Program without special approval by the Director of Global Health Education.

#### **B. Fellows**

1. Fellows must be considered in "good standing" per his/her PD.
2. Fellow must have a Global Health faculty advisor at CMH.
3. Fellow must have an onsite international faculty supervisor and the supervisor must be willing to complete the in accordance with the international elective rotation evaluation form.
4. Fellow must have a plan for a scholarly project approved by his/her global health mentor.
5. Fellow must have a call free month available for the international rotation (PD has the discretion for approval).
6. Rotations may not be scheduled during the 1<sup>st</sup> year of a multi-year fellowship or in June.

#### **C. Pre-requisites for Residents/Fellows include:**

1. Must meet conference attendance requirements
2. No incomplete rotation
3. Evidence of compliance with documentation of procedures and patient medical records completion must be up to date
4. Must have taken In-service exams as appropriate
5. Must have completed post rotation tests where applicable

### **11.2 Travel Criteria**

- A. The international elective must be approved by the Director of Global Health Education.
- B. Country of travel cannot be listed on the US State Department travel warning sites. Residents/Fellows participating in an international rotation recognize that even if a country is not listed on the US State Department travel warning sites, there may be risk of peril in any country to which the Resident/Fellow rotates.
- C. Resident/Fellow must complete all documentation and agreements required by CMH prior to making travel

arrangements, and all travel documentation as assigned in the checklist in New Innovations must be completed.

### **11.3 Return from Travel**

- A. Residents/Fellows must attend the debriefing session with Global Health Faculty Advisor/mentor.
- B. Residents/Fellows must upload documentation as assigned in New Innovations.
- C. Residents/Fellows must prepare an oral presentation or poster for the Global Health Grand Rounds/International Day as determined by the Director of Global Health Education.

### **11.4 Travel Funding**

- A. GME will provide a \$1000 stipend to all Residents/Fellows completing an international elective rotation.
- B. Resident/Fellow may also use their educational stipend to cover allowable expenses.
- C. Stipend may be used on airfare (through SHORTS travel only), housing, travel visa and program fees only.
- D. All reimbursements will be made after all return from travel documentation has been completed.

## **12. DUTY-HOURS AND CALL SCHEDULES<sup>9</sup>**

### **12.1 Limitations on Duty-hours**

Duty-hours will be in compliance with the guidelines established by the ACGME. No exceptions to the ACGME duty-hour requirements are allowed.

- A. 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.
- B. 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.
  - 1. Mandatory Time Free of Duty - Residents/Fellows must be scheduled for a minimum of 24 hours free of duty every week (when averaged over four weeks). At-home call cannot be assigned on these free days.
  - 2. Maximum Duty Period Length –Residents/Fellows may be scheduled to a maximum of 24 hours of continuous duty in CMH. 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.
- C. 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.
- D. Residents/Fellows must not be assigned additional clinical responsibilities after 24 hours of continuous in-house duty.
- E. 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:

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<sup>9</sup> ACGME Institutional Requirements, III.B.5(a,b,c)

1. appropriately hand over the care of all other patients to the team responsible for their continuing care; and,
2. document the reasons for remaining to care for the patient in question and submit that documentation in every circumstance to the PD.
3. the PD must review each submission of additional service, and track both individual Resident/Fellow and Program-wide episodes of additional duty.

## **12.2 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 CMH by Residents in their final years of education must be monitored by the PD.

## **12.3 Maximum Frequency of In-House Night Float**

- A. Night float is a rotation or educational experience designed to either eliminate in-house call or to assist other residents 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 must have an educational focus.
- B. Residents/Fellows must not be scheduled for more than six consecutive nights of night float.

## **12.4 Call Frequency**

The objective of on-call activities is to provide Residents/Fellows with continuity of patient care experiences throughout a 24-hour period. In-house call is defined as those duty hours beyond the normal work day, when Residents/Fellows are required to be immediately available in the assigned institution. No new patients may be accepted after 24 hours of continuous duty.

- A. Residents/Fellows must be scheduled for in-house call no more frequently than every-third-night (when averaged over a four-week period).
- B. At-home call is the same as Pager Call (a call taken from outside the assigned site).
- C. Time spent in CMH by Residents/Fellows on at-home call must count towards the 80-hour maximum weekly hour limit. The frequency of at-home call is not subject to the every-third-night limitation, but must satisfy the requirement for 24 hours free of duty, when averaged over four weeks.
- D. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each Resident/Fellow.
- E. Residents/Fellows are permitted to return to CMH while on at-home call to care for new or established patients. Each episode of this type of care, while it must be included in the 80-hour weekly maximum, will not initiate a new "off-duty period."
- F. The call schedule and schedule of duty assignments will be published and made available for review by the Residents/Fellows on a monthly basis.
- G. Changes to the call and duty schedules will be made and the revisions published by the PD or a designee.
- H. Every month, the PC will verify that the Residents/Fellows time reported is accurate.



### **13. EXTRA SHIFTS AND MOONLIGHTING<sup>10</sup>**

- A. Residents/Fellows are not required to engage in Extra Shifts/Moonlighting activities.
- B. Extra Shifts are defined as supervised shifts within the Resident/Fellow's training program in excess of the training requirements. For Extra Shifts, Residents/Fellows use hospital DEAs, but DO NOT practice independently, DO NOT bill, and are not credentialed by the Medical Staff.
- C. Internal Moonlighting is defined as independent, voluntary, compensated, medically-related work performed by Fellows but not by Residents and not related to Fellowship training requirements performed within the CMH system. Fellows must have obtained written approval in accordance with CMH process and may work only in a specialty in which they have completed training and become certified; have their own DEA number; have been credentialed by the Medical Staff; and have a permanent license in the state in which they are moonlighting.
- D. External Moonlighting is defined as voluntary, compensated, medically-related work performed outside CMH or related sites where the Resident/Fellow is in training and is never permitted.
- E. Extra Shift and Moonlighting Limitations
  - i. Residents PGY 2 and above are allowed to perform Extra Shifts if approved in accordance with CMH processes but are not allowed to Moonlight. PGY 1 Residents are not permitted to take Extra Shifts or Moonlight.
  - ii. Fellows are allowed to perform Internal Moonlighting and Extra Shifts if approved in accordance with CMH processes.
  - iii. Residents/Fellows on a J1 visa are not allowed to perform Extra Shifts or Internal Moonlighting.
- F. Extra Shifts/Moonlighting must not interfere with the ability of the Resident/Fellow to achieve the goals and objectives of the educational Program.
- G. Residents/Fellows must stay in compliance with duty hour policies per their program requirements which include all Extra Shifts/Moonlighting activities.
- H. Residents/Fellows are monitored on performance, and if the PD believes that the Extra Shifts/Moonlighting activities are interfering with training, may withdraw permission for Extra Shifts/Moonlighting activities at any time without notice.
- I. Each Program must develop its own policies to determine which Residents/Fellows PGY 2 and above may provide Extra Shifts or Moonlight and general parameters on the number of hours permissible for Extra Shifts and/or Moonlighting. These Program policies will conform to any CMH GME, ACGME and RRC guidelines.
- J. A Resident/Fellow who wishes to engage in Extra Shifts/Moonlighting activities must seek and obtain approval by completing the Fellow Moonlighting Request Form and/or the Resident/Fellow Extra Shift Request Form. The forms require the PD's signature and the signature of the CMH Division/Section/Department in which the Extra Shifts/Moonlighting will take place. The completed form must be submitted to the Department of GME for final approval.
- K. After final GME approval is provided for Internal Moonlighting, Fellows must complete the CMH Medical Staff credentialing process.
- L. Costs related to Internal Moonlighting are the responsibility of the Fellow.

### **14. EVALUATION<sup>11</sup>**

All faculty and Resident/Fellow evaluations are overseen and managed by the Department of GME for review by appropriate representatives of CMH or external reviewing bodies.

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<sup>10</sup> ACGME Institutional Requirements, IV.J.1(a,b,c,d)

<sup>11</sup> ACGME Institutional Requirements, III.

## **14.1 Resident/Fellow Evaluation<sup>12</sup>**

### **A. Formative Evaluation**

1. The faculty will evaluate Resident/Fellow performance in a timely manner during each rotation or similar educational assignment, and document this evaluation at completion of the assignment. These evaluations are not anonymous.
2. The Program will provide objective assessments of the competencies in Section 10 (Educational Program & ACGME Competencies), using multiple evaluators (e.g., faculty, peers, patients, self, and other professional staff), and document progressive Resident/Fellow performance improvement appropriate to educational level, and will provide each Resident/Fellow with documented semiannual evaluation of performance with feedback.
3. The evaluations of Resident/Fellow performance are accessible for review by the Resident/Fellow.

### **B. Summative Evaluation**

1. The PD will provide a summative written evaluation for each Resident/Fellow upon completion of the Program.
2. This evaluation will become part of the Resident's/Fellow's permanent record maintained in the Department of GME, and is accessible for review by the Resident/Fellow.
3. The evaluation will document the Resident's/Fellow's performance during the final period of education, and verify that the Resident/Fellow has demonstrated sufficient competence to enter practice without direct supervision.

## **14.2 Faculty Evaluation<sup>13</sup>**

At least annually, the Program will evaluate faculty performance as it relates to the educational Program. These evaluations will include a review of the faculty's clinical teaching abilities, commitment to the educational Program, clinical knowledge, professionalism, and scholarly activities, and will include written confidential evaluations by the Residents/Fellows.

## **14.3 Program Evaluation and Improvement<sup>14</sup>**

Each Program will have a Program Evaluation Committee (PEC) that performs an Annual Program Evaluation (APE) to document formal, systematic evaluation of the curriculum. Through the APE, the PEC will monitor and track each of the following areas:

- A. Resident/Fellow performance;
- B. faculty development;
- C. graduate performance, including performance on the certification examination;
- D. Program quality, specifically: Residents/Fellows and faculty will have the opportunity to evaluate the Program confidentially and in writing at least annually, and the Program will use the results of Residents'/Fellows' assessments of the program together with other Program evaluation results to improve the Program.

The Program will prepare a written plan of action to document initiatives to improve performance in the areas listed above. The action plan should be reviewed and approved by the core faculty and the GMEC.

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<sup>12</sup> ACGME Common Program Requirements, V.

<sup>13</sup> ACGME Common Program Requirements, V.B.

<sup>14</sup> ACGME Common Program Requirements, V.C.1.

## **15. PROMOTION AND PROGRAM COMPLETION<sup>15</sup>**

While CMH does not allow the term of an Agreement of Appointment/Contract to exceed one year, CMH does recognize that candidates accepting appointments to the Program have an expectation that they will be allowed to complete their training, provided they show satisfactory progress in their educational Programs. While CMH cannot guarantee that this expectation will be met in all cases, every effort will be made to preserve from year to year the position of a Resident/Fellow who is advancing and progressing toward completion of her/his training.

Changes in the size of a Program will be accomplished, whenever possible, through changes in the numbers of candidates accepted into the first year of a Program rather than through elimination of current positions.

A Resident/Fellow whose performance conforms to established evaluation criteria in a consistent and satisfactory manner will be considered to be “in good standing” with the Program and Institution. Resident/Fellow misconduct, failure to comply with the policies and procedures governing GME, or unsatisfactory performance based on one or more evaluations may adversely affect the standing in his/her Program. In such cases, the Resident/Fellow may be placed on corrective action, suspension or dismissal as discussed in Section 16 (Corrective Actions, Suspensions and Dismissal) of this manual.

### **15.1 Promotion/Advancement**

After satisfactory completion of each year of training, a Resident/Fellow in good standing may be promoted or advanced to the next year of their training Program subject to the terms, limitations and conditions described in this document and the Agreement of Appointment/Contract.

Promotion/advancement to the next level of training is at the sole discretion of the PD, CMH and the Sponsoring Institution. The decision to promote is expressly contingent upon several factors, including but not limited to:

- A. satisfactory completion of all training components, including demonstration of ACGME competencies and milestones outlined in Section 10 (Educational Program & ACGME Competencies);
- B. passing Part III of the USMLE or COMLEX prior to completion of PGY 1 level of training; and
- C. full compliance with the terms of the Agreement of Appointment/Contract.

A Resident/Fellow who is in remediation or on probation will be promoted at the discretion of the PD. If the decision is made to promote the Resident/Fellow, the probation remains in effect until the terms and conditions are met. Residents/Fellows will not promote while under suspension or during an appeal and hearing process.

### **15.2 Program Completion**

Each Program will have specific criteria for satisfactory completion of the entire program as well as each level (year) of training. These criteria will, at a minimum, meet the criteria necessary for certification by the appropriate specialty board, if applicable. The criteria may be more rigorous than the criteria set by the specialty board, at the discretion of the PD. For Programs where certification does not exist the training requirements must meet CMH standards. All criteria will be provided to the Residents/Fellows in writing and explained at orientation.

A Resident/Fellow who successfully completes a program’s specified requirements will be issued a Certificate of Completion. Prior to leaving their training Program, or being eligible to receive a Certificate of Completion, each Resident/Fellow must complete the GME clearance form and all administrative obligations. Residents/Fellows

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<sup>15</sup> ACGME Institutional Requirements, IV.C.

pursuing an appeal or hearing of a proposed corrective action will not be issued a Certificate of Completion until the status is resolved.

## **16. CORRECTIVE ACTION**

A corrective action can include a verbal warning, a written warning, a final written warning, a performance improvement plan, mandatory assessment or counseling, remediation, extension of training, probation, an administrative leave of absence, suspension, non-renewal, non-promotion, dismissal or other action as determined by the PD. The Department of GME may consult with CMH HR for guidance and resource suggestions. All corrective actions must be reported to the DIO or Vice-Chair of GME.

### **16.1 Criteria**

The program can cite one or more criteria when determining the basis for corrective action. Criteria can include but are not limited to:

- A. Academic
  - 1. unsatisfactory performance based on evaluations, and failure to reach competency in milestones;
  - 2. failure to show expected rate of improvement/progression in relationship to stage of training; or
  - 3. unsatisfactory participation and/or performance in conferences.
- B. Clinical
  - 1. unsatisfactory acquisition of clinical or technical skills;
  - 2. unsatisfactory performance in the clinical setting;
  - 3. deviation from the professional standard of care;
  - 4. provision of care without appropriate faculty supervision;
  - 5. participating in a patient encounter without the required medical licensure in the state in which the patient encounter occurs; or
  - 6. performance that threatens patient safety.
- C. Administrative
  - 1. misconduct;
  - 2. violations of institutional and/or program policies and procedures or those of another institution at which instruction is occurring;
  - 3. unsatisfactory completion of charts or other deficiencies or delinquencies of the medical record;
  - 4. unscheduled absences;
  - 5. concerns for impairment, intoxication or substance abuse;
  - 6. conviction of a felony or a crime that could have an adverse effect on the reputation of CMH or another institution at which instruction is occurring;
  - 7. unethical or unprofessional behavior;
  - 8. insubordination;
  - 9. violation of the Anti-Harassment/Anti-Discrimination Policy of CMH;
  - 10. failure to perform the essential duties regularly required of trainees; or
  - 11. placement on the excluded providers list maintained by the Federal Government.

### **16.2 Authority**

- A. The PD or designee has the authority to initiate a corrective action.
- B. In the absence of the PD or designee, the Department Chair or the Chair/Vice Chair of GME has the authority to initiate a corrective action.
- C. Corrective actions initiated by other CMH personnel will include consultation with the DIO/Vice Chair of GME.

- D. Corrective actions initiated by other CMH personnel that include extension of training, probation, non-promotion, non-renewal of contract, suspension or dismissal, must be approved by the GMEC Due Process Special Committee as outlined below in 20.5.

### 16.3 Types of Corrective Action

#### A. Remediation

Remediation is the process in which the program faculty works with a Resident/Fellow judged to be performing at a less than satisfactory level to identify, understand, and correct the cause(s) for the Resident's/Fellow's deficiencies. The process can include the repetition of rotations, the extension of training or non-promotion. All remediation plans must outline the deficiencies and be presented to the Resident/Fellow in writing by the PD; the Resident/Fellow will be asked to acknowledge receipt of the plan with his/her signature. Remediation plans that include non-promotion or extension of training beyond the expected date of completion are subject to due process appeal as outlined in Section 16.4 (Appeal of Corrective Action and Due Process). The Chair of GME must be notified by the PD or PC when a Resident/Fellow is placed on remediation.

#### Probation

Probation identifies a Resident/Fellow as requiring more intensive levels of supervision, counseling and/or direction than is required of other Residents/Fellows at the same training level in the same program. Generally, probation is reserved for acute, serious breaches in performance (in the judgment of the PD) or for instances where other corrective actions have failed. All probation plans should list the reason for probation. Placement of a Resident/Fellow on probation requires that the PD ensure documentation of the necessary increase in faculty supervision, counseling and evaluation that will allow the Resident/Fellow to address the deficiencies. Probation is subject to due process appeal as outlined in Section 16.4 (Appeal of Corrective Action and Due Process). The Chair of GME and the relevant CMH Department Chair must be notified by the PD when a Resident/Fellow is placed on probation.

#### B. Non-promotion

When non-promotion to the next level of training is determined to be necessary, the subject Resident/Fellow will receive written notice of non-promotion from the PD. Non-promotion to the next level of training is subject to due process appeal as outlined in Section 16.4. (Appeal of Corrective Action and Due Process).

#### C. Non-renewal

Non-renewal means that the Resident/Fellow will be allowed to complete the current year of appointment but that the appointment will not be renewed. For situations in which it is determined that non-renewal of appointment is necessary, the Resident/Fellow will be informed by the PD in writing of the decision to non-renew the appointment. Non-renewal is subject to due process appeal as outlined in Section 16.4. (Appeal of Corrective Action and Due Process).

#### E. Suspension

Suspension is the revocation of any or all of a Resident/Fellow's rights, duties or responsibilities by the PD or designee in the PD's absence. A period of suspension is intended to:

1. allow a full investigation of the reason for suspension; or
2. allow the Resident/Fellow an opportunity to definitively address significant, persistent, or recurrent deficits in his/her performance or behavior that, if uncorrected, would prevent successful completion of the Program.

Terms and Conditions - Residents/Fellows will be placed on administrative leave following written notice of suspension. At the time the suspension is imposed, the Resident/Fellow will meet with the PD and be informed in writing of:

1. the reason for the suspension;
2. the anticipated length of the suspension;
3. whether the suspension could result in dismissal;
4. if remedial, steps that must be taken to correct the cause(s) for the suspension; and

5. the provisions for due process appeal as outlined in Section 16.4.

The PD will meet with the Resident/Fellow on or before the last day of the suspension to discuss results of the investigation and resolution of the suspension. There are three possible resolutions:

1. return to duty;
2. proposal for dismissal; or
3. placement on an administrative leave of absence until return to duty is approved by the PD. The leave of absence will commence on the last day of the period of suspension. CMH HR and other employment policies regarding leaves of absence will apply. Should the Resident/Fellow not complete correction of the grounds for suspension or should such efforts be unsuccessful, the PD can propose that the Resident/Fellow be dismissed from the program.

#### Limitations

1. A Resident/Fellow may be suspended one time, for a maximum length of 30 days during his/her training.
2. Any Resident/Fellow who exceeds the one-time, 30-day maximum will be subject to a proposal for dismissal as described below.

#### F. Dismissal

Dismissal is the severance of a Resident/Fellow's appointment/employment and termination of all obligations and benefits specified in the Agreement of Appointment/Contract. Residents/Fellows proposed for dismissal will receive a written notice of intent to dismiss from the Program at a meeting with the PD. Residents/Fellows who are proposed for dismissal will be suspended and relieved of all Program duties and activities pending final resolution of their status. At the meeting at which the PD delivers the written notice of intent to dismiss, the Resident/Fellow will be informed, in writing, of:

1. the deficits in performance or behavior leading to proposed dismissal;
2. the effective date of the proposed dismissal; and
3. the provisions for due process appeal as outlined in Section 16.4.

The Resident/Fellow proposed for dismissal will:

1. receive his/her stipend (salary) up to the effective date of the dismissal;
2. receive any and all health insurance and other benefits due as determined by HR Policies and Procedures of CMH; and
3. continue to receive all compensation and benefits during any periods of administrative leave, or suspension; and during the period between notification of proposed dismissal and its final resolution.

If after the due process appeal is completed, the dismissal is finalized, the Resident/Fellow will:

1. vacate lockers, laboratories, and/or office spaces provided by CMH, if applicable, on or before the effective date of the dismissal;
2. return all property of CMH and any other institution at which any training was conducted on or before the close of business on the effective date of dismissal; and
3. be billed for any monies owed to CMH or another institution at which instruction has occurred.

## 16.4 Appeal of Corrective Action and Due Process

The Resident/Fellow has the right to due process appeal of any corrective action that has the potential to adversely affect the course of his or her training or career as defined by the ACGME. Those actions include extension of training, probation, non-promotion, non-renewal of contract, suspension or dismissal. The Resident/Fellow must request the due process appeal within 5 weekdays of notification. The request must be submitted to the PD in writing. Failure to submit the request for due process appeal within 5 weekdays will constitute acceptance by the Resident/Fellow of the terms and conditions of the corrective action as outlined in the written notice. All due process actions will be reviewed by the GMEC to confirm that GME policy was followed.

Corrective actions that do not meet the criteria for due process appeal will be reviewed at the Resident's/Fellow's request through a joint meeting of the Resident/Fellow, PD and Department Chair of the program.

## **16.5 GMEC Due Process Special Committee**

All requests for appeal will be made in writing to the PD within 5 weekdays of the action being appealed. It is the PD's responsibility to notify the DIO of the request for due process appeal hearing ("Hearing"). The appealing Resident/Fellow has the responsibility to demonstrate, by clear and convincing evidence, that the corrective action issued by the program was arbitrary and capricious. "Clear and convincing evidence" means the evidence presented by the Resident/Fellow is highly and substantially more probable to be true than not. "Arbitrary and capricious" means there was no reasonable basis for the program's decision to take the corrective action. Time limits set forth in the following procedure must be adhered to by the Resident/Fellow and institution unless extended for good cause at the discretion of the DIO. The following procedure will apply:

- A. The DIO will appoint a Special Committee consisting of:
  1. 2-3 GMEC faculty members;
  2. 1 GMEC trainee member;
  3. 1 faculty member chosen by the Resident/Fellow within 5 weekdays after submitting his/her request for appeal;
  4. 1 trainee chosen by the Resident/Fellow within 5 weekdays after submitting his/her request for appeal; and
  5. 1 member of the Sponsoring Institution's GMEC if the CMH employed Resident/Fellow's program is sponsored by an institution other than CMH.
- B. No GMEC member of the Special Committee shall have been personally involved in the event(s) that led to the corrective action or have any other interest that would affect the neutrality, objectivity or fairness of the hearing.
- C. The DIO/GMEC Chair will appoint the Special Committee Chair who must be a faculty member of the GMEC.
- D. A quorum will consist of a simple majority of Special Committee members but must include both members chosen by the Resident/Fellow and at least three other members.
- E. The Special Committee will meet to review the PD's action as soon as possible but at least within 15 weekdays of notification by the DIO of the request for an appeal.
- F. The Hearing
  1. Written notice of the Special Committee members, time, location of the hearing and the deadline for submitting written or other forms of evidence will be sent to the Resident/Fellow and PD or CMH personnel initiating the action at least 5 weekdays prior to the Hearing.
  2. A Resident/Fellow who has requested a Hearing is required to attend the Hearing. Non-attendance will result in adoption of the proposed corrective action.
  3. A duly licensed attorney may be present during the Hearing acting in an advisory capacity to the Resident/Fellow but may not otherwise actively participate in the proceedings and will not be permitted to question witnesses.
  4. The program has the right to be represented by legal counsel at the hearing in an advisory capacity who may not otherwise actively participate in the proceedings and will not be permitted to question witnesses.
  5. The PD or CMH personnel and the Resident/Fellow may present evidence and bring witnesses to the Hearing. The Resident/Fellow must inform the Special Committee chair in writing of the names of any witnesses and representative/counsel at least 2 weekdays prior to the Hearing.
  6. The Resident/Fellow and the PD or CMH personnel may be present at all times during the Hearing up until the time of Special Committee deliberations.
  7. The DIO/Vice Chair of GME can attend the Hearing as observers.

G. Decisions of the Special Committee

1. The Special Committee may affirm the corrective action; or
2. The Special Committee may conclude that the corrective action was not warranted based on the evidence and testimony provided. If the situation involves suspension or dismissal, the Resident/Fellow will be reinstated immediately; or
3. The Special Committee may conclude that corrective action was warranted, but disagree with the corrective action taken, define points of disagreement with the action taken, outline recommendations for new corrective action or corrective action that has not yet been undertaken and/or detail the actions to be required of the Resident/Fellow to bring about a conclusion of the corrective action resulting in the due process hearing.
4. The Special Committee Chair will inform the Resident/Fellow, the PD or CMH personnel and the Chair in writing within 5 weekdays of the Special Committee's decision. Written documentation of the decision will become part of the Resident/Fellows permanent file and should include possible reporting requirements as a consequence of the decision.
5. The Special Committee may also make recommendations related to the ongoing supervision and evaluation of the trainee of the Resident/Fellow if applicable.

H. The decision of the Special Committee is final.

- I. The CMH GMEC will conduct a process review of the Special Committee's decision. If it is found that Due Process was not followed, the Special Committee will reconvene to follow the Due Process procedure appropriately.

## **16.7 Withdrawal from Program**

Consistent with CMH policy and applicable state and federal law, a Resident/Fellow who has been notified of an ACGME defined appealable corrective action or who has received a written notice of intent of non-renewal of contract/extension of training, non-promotion to next level of training or dismissal may voluntarily withdraw from a Program. If the Resident/Fellow submits a written notice of withdrawal prior to the date on which the corrective action is to be initiated or prior to the decision of the Special Committee (whichever comes first), the Resident /Fellow's training record will reflect withdrawal from the Program. Upon receipt of a request for information regarding the Resident/Fellow which is acceptable to CMH, the PD may provide information regarding the Resident/Fellow's performance in the Program in good faith and consistent with information in the Resident/Fellow's file.

## **17. GRIEVANCES**

Residents/Fellows are encouraged to seek resolution of grievances relating to their appointments or responsibilities, including differences with the Sponsoring Institution, Program, CMH or any representative thereof. The Sponsoring Institution ensures the availability of procedures for redress of grievances, including complaints of discrimination and sexual harassment, in a manner consistent with the law and with the general policies and procedures of CMH and the Sponsoring Institution. The grievance process is available to all Residents/Fellows in CMH programs.

### **17.1 Grievable Matters**

Grievable matters are those relating to the interpretation and application of, or compliance with the provisions of the Agreement of Appointment/Contract, the policies and procedures governing GME, the general policies and procedures of CMH, or Sponsoring Institution. Questions of capricious, arbitrary, punitive or retaliatory actions or interpretations of the policies governing GME on the part of any faculty member are subject to the grievance process.



## 17.2 Non-Grievable Matters

Actions on the part of CMH or Sponsoring Institution based solely on administrative policies and procedures are not grievances.

## 17.3 Grievance Procedures

Residents/Fellows who believe they have been treated unfairly or have complaints are encouraged to use the following procedure:

- A. Discuss the problem with the appropriate faculty physician and/or Chief Resident when applicable as soon as possible, usually within 30 days of the event.
- B. If the problem is not resolved under *Step A*, the Resident/Fellow must contact the PD. Except in unusual circumstances, the Resident/Fellow shall put the complaint in writing. Confidentiality, to the extent feasible, will be maintained. The Resident/Fellow shall be informed of the result of the PD's investigation. In the event that the Resident/Fellow has an unresolved grievable complaint with the PD, they need to contact the Department Chair. The Resident/Fellow must also notify the Chair/Vice Chair of GME.
- C. If the matter is still unresolved after *Step A* and *B*, the Resident/Fellow may submit the complaint in writing to the Executive Medical Director, who will meet with the Resident/Fellow to seek resolution.

Residents/Fellows who believe they have a grievance related to an impairment will follow the policy in Section 9. Any Resident/Fellow who believes he/she cannot use the above procedure should contact CMH HR Department for confidential assistance. A Resident/Fellow will not suffer adverse consequences for making a complaint or taking part in the investigation of a complaint. Residents/Fellows who knowingly allege a false claim shall be subject to correction and/or disciplinary actions including remediation, probation, suspension and dismissal.

CMH will make appropriate arrangements to assure that disabled persons can use 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 an audio recording of material for the blind or assuring a barrier-free location for the proceedings.