

CHILDREN'S MERCY HOSPITAL

Agreement of Appointment

Dear Dr _____:

The Children's Mercy Hospital's Graduate Medical Education (CMHGME) Department has recommended your acceptance into the Pediatric _____ **Fellowship** Training Program ("Program") at the postgraduate year level 4 of training from _____ to _____. Although you may rotate to other hospitals during the Program, the primary site for your clinical training in the Program will be Children's Mercy Hospital (CMH) in Missouri. This hospital, and all other hospitals to which you rotate during the Program, are referred to herein collectively as Affiliated Hospitals and each individually as an Affiliated Hospital.

Your appointment to the Program as a Trainee ("Trainee") is contingent upon your execution of, and compliance with the terms of this agreement of appointment and upon you obtaining valid medical licenses. Failure to qualify for licensure automatically nullifies the offer of this appointment.

The Children's Mercy Hospital GME Policy and Procedure Manual (Manual) is located at [http://www.childrensmc.org/Health_Care_Professionals/Education/Fellows, Residents and Students /Graduate Medical Education/Policies and Procedures/](http://www.childrensmc.org/Health_Care_Professionals/Education/Fellows_Residents_and_Students/Graduate_Medical_Education/Policies_and_Procedures/). The Manual, which is incorporated herein by this reference, sets forth these terms and conditions of your appointment.

1. Rules, Policies, and Guidelines

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

2. Term

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

3. Trainee Responsibilities

Each Trainee must agree to be bound by the CMH policies, rules and regulations that relate to his/her activities as a Trainee. These can be found in the Manual. These policies may be amended at any time.

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

4 (a). Stipend

You will receive an annual stipend in the amount of \$ _____ for PGY ___ in accordance with published GME stipend (salary) policy.

4 (b). Benefits

The Trainee shall also be entitled to participate in certain benefit programs provided by CMH. Details are available in the Manual.

All PGY 3 – 6 Trainees are provided an educational stipend in the amount of \$1,500 annually, which must be used during each agreement of appointment period. PGY 7 trainees and above are provided an educational stipend in the amount of \$2,250 during each agreement of appointment period. The educational stipend is non-transferable. Funds left in a Trainee's account will not carry over to the following year. Residents/Fellows at the PGY 2 level and above who are accepted or invited to present at a conference are eligible to access up to \$2,250 per agreement of appointment year in support for travel to be paid for by the Hospital. Funds not used for this purpose may be used for registration at a Board Review course.

5. Holidays

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

6. Trainee Participation in Educational and Professional Activities

CMH encourages Trainees to participate in scholarly activities by way of research, presentations at conferences and meetings, and serve on various hospital committees. One major membership is provided by GME and stipend funds may be used to purchase additional memberships and participate in professional activities.

7. Trainee Quarters, Meal Cards, Parking and Library Services

Trainee housing is not provided. The Trainee is responsible for providing his/her own living quarters. Trainees are provided on-call rooms for in house calls, which are properly heated and air-conditioned, lounge, and showers. Each on-call room at CMH is equipped with a bed, computer and phone. Each Trainee is allotted a meal card for meals during **overnight** in-house call at the Hospital. All Trainees are provided free parking at the Hospital during the term of their appointment. Trainees are eligible to use the medical library resources during the term of their appointment and electronic resources are available at all hours on all days.

8. Conditions of Appointment

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

- **PGY 3 and above must appear for USMLE or COMLEX Step III examination and pass the same before the start date of your training.**
- **Background Screenings:** This offer, like all offers from CMH, is contingent upon a successful background screening. Trainees who have signed their agreement of appointment prior to beginning employment that plead guilty to or are convicted of a criminal violation should contact GME within five (5) days of the conviction or guilty plea. Trainees who have begun employment with CMH must notify GME within five (5) days of a conviction or guilty plea to a criminal violation. Failure to report a conviction or guilty plea is grounds for discipline up to and including termination of employment or non-selection of an applicant.
- **Orientation:** As a condition precedent to Trainee's entry into the Program, Trainee will attend any orientation program(s) required by CMH.
- You must be a citizen of the United States or hold at minimum a permanent residency card or appropriate non-immigrant Visa that will authorize you to work for the duration of your training.
- If you are not a citizen of the United States, you must obtain all approvals and permission and must have employment eligibility authorization for the duration of your training.
- If requested during your appointment, you must provide reasonable documentation regarding the current status of any professional qualifications or other qualifications set forth above.

9. Covenant Not to Disclose Confidential Information

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

10. Professional Liability Insurance

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

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

11. Health & Disability Insurance

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

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

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

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

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

Paid Sick Time/Extended Illness Time (EIT) - The Resident/Fellow will accrue one day of paid time off for illness after each full month of service. If the Resident/Fellow has no accrued paid time off for illness, time off for illness will be without pay, unless the Resident/Fellow uses available vacation days or the

Resident/Fellow qualifies for worker's compensation or long-term disability insurance. Accrued paid time off for illness may be used concurrently with an approved leave of absence due to illness of self or family members. Accrued paid time off for illness may be carried over from one Agreement of Appointment year to the next. Residents/Fellows are limited to a maximum EIT balance of 60 days. No payment will be made for unused accrued paid time off for illness at termination of the Appointment.

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

Leaves of Absence are granted on a case-by-case basis by the PD. Leaves of Absence are either paid or unpaid depending on the case. The use of leave exceeding the limits established by the Hospital or Program may require extension of training. All stipend payments and benefits will be suspended during a Leave of Absence without pay. However, Trainees may continue to pay for their portion of the contribution toward the health care benefit and the Hospital will pay its part if a Trainee takes a Leave of Absence. The Trainee, upon return from a Leave of Absence, may be required to reapply to the Program and he/she may not be assured a position. (See Manual at [http://www.childrensmc.org/Health_Care_Professionals/Education/Fellows, Residents and Students /Graduate Medical Education/Policies and Procedures](http://www.childrensmc.org/Health_Care_Professionals/Education/Fellows_Residents_and_Students/Graduate_Medical_Education/Policies_and_Procedures) for details)

13. Duty Hours

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

- a. The Hospital and/or Sponsoring Institution policy is that no exceptions to the ACGME duty-hour requirements are allowed.
- b. Duty-hours are defined as all clinical and academic activities related to the program; i.e., patient care (both inpatient and outpatient), administrative duties relative to patient care, the provision for transfer of patient care; time spent in-house during call activities, and scheduled activities such as conferences. Duty-hours do not include reading and preparation time spent away from the duty site.
 - i. Maximum Hours of Work per Week - Duty-hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities and moonlighting.
 - ii. Maximum In-House On-Call Frequency PGY-2 residents and above must be scheduled for in-house call no more frequently than every-third-night (when averaged over a four-week period).
 - iii. At-Home Call. Time spent in the hospital by residents 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 one-day-in-seven free of duty, when averaged over four weeks. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident.
 - iv. Mandatory Time Free of Duty - Residents/Fellows must be scheduled for a minimum of one day free of duty every week (when averaged over four weeks). At-home call cannot be assigned on these free days.
 - v. Maximum Duty Period Length
 - a. Duty periods of PGY-2 Residents/Fellows and above may be scheduled to a maximum of 24 hours of continuous duty in the hospital. Programs must encourage Residents/Fellows to use alertness management strategies in the context of patient care responsibilities.

Strategic napping, especially after 16 hours of continuous duty and between the hours of 10:00 pm and 8:00 am, is strongly suggested.

- b. 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.
- c. Residents/Fellows must not be assigned additional clinical responsibilities after 24 hours of continuous in-house duty.
- d. 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:
 - e. Appropriately hand over the care of all other patients to the team responsible for their continuing care; and,
 - f. Document the reasons for remaining to care for the patient in question and submit that documentation in every circumstance to the PD.
 - g. The PD must review each submission of additional service, and track both individual Resident/Fellow and program-wide episodes of additional duty.
- vi. Minimum Time Off between Scheduled Duty Periods
 - a. 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.
 - b. Circumstances of return-to-hospital activities with fewer than eight hours away from the hospital by residents in their final years of education must be monitored by the PD.
 - c. Residents in the final years of education [as defined by the Review Committee] must be prepared to enter the unsupervised practice of medicine and care for patients over irregular or extended periods. This preparation must occur within the context of the 80-hour, maximum duty period length, and one-day-off-in seven standards. While it is desirable that residents in their final years of education have eight hours free of duty between scheduled duty periods, there may be circumstances [as defined by the Review Committee] when these residents must stay on duty to care for their patients or return to the hospital with fewer than eight hours free of duty.
- vii. Maximum Frequency of In-House Night Float
 - a. Night float is a rotation/educational unit or educational experience designed to either eliminate in-house call or to assist other resident during the night. Residents/Fellows assigned to night float are assigned on-site during evening/night shifts and are responsible for admitting or cross-covering patients until morning and do not have daytime assignments. Rotation/Educational Unit must have an educational focus.
 - b. Residents/Fellows must not be scheduled for more than six consecutive nights of night float.
- vi. Moonlighting

Only Internal Moonlighting is allowed by Residents/Fellows. Internal Moonlighting is defined as voluntary, compensated, medically-related work (not related with training requirements) performed within the hospital or any related sites.

 - a. Moonlighting must not interfere with the ability of the Resident/Fellow to achieve the goals and objectives of the training program.
 - b. Time spent by Residents/Fellows in Internal Moonlighting (as defined above) must be counted towards the 80-hour maximum weekly hour limit.
 - c. Residents/Fellows are not required to engage in moonlighting activities.

- d. Residents/Fellows must keep up to date duty hour logs which include all moonlighting activities.
- e. Residents/Fellows are monitored on performance, and if the PD feels the moonlighting activities are interfering with patient care, may withdraw permission for moonlighting activities without notice.
- f. Each Program will develop its own policies to govern extra-institutional practice activities by its Residents/Fellows PGY 2 and above. These Program policies will conform to any ACGME and RRC guidelines.
- g. A Resident/Fellow who wishes to moonlight must seek approval by completing the GME Moonlighting Approval Form. The form requires the PD's signature and the signature of the site where the moonlighting will take place. Once complete the Resident/Fellow must submit to the GME Department for final approval. In addition, the Resident/Fellow should be responsible for applying for personal DEA.
- h. Residents/Fellows seeking internal moonlighting approval, and after final approval is provided, must contact the Hospitals Medical Staff Office to obtain and complete the required forms to apply for "privileges" pursuant to the Hospitals [Appointment and Credentialing Policy](#), Article II.D.4-6, page 31-32.

14. Additional Policies

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

[http://www.childrensmc.org/Health_Care_Professionals/Education/Fellows, Residents and Students /Graduate Medical Education/Policies and Procedures](http://www.childrensmc.org/Health_Care_Professionals/Education/Fellows,_Residents_and_Students/Graduate_Medical_Education/Policies_and_Procedures).

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

Resident/Fellow

Date

Program Director

Date

Denise Bratcher, DO, Chair of Graduate Medical Education

Date