



## **Clinical Fellowship Contract 2008 – 2009**

Agreement between \_\_\_\_\_, M.D. and Cincinnati Children's Hospital Medical Center (hereinafter referred to as "CCHMC") with reference to the appointment of the above named physician as a PL \_\_\_\_\_ Clinical Fellow in the Division of \_\_\_\_\_ for a period to commence July 1, 2008 and terminate June 30, 2009.

- I. An annual stipend of \$\_\_\_\_\_ will be paid by CCHMC. The benefits provided would be in accordance with CCHMC policies except as otherwise set forth herein.
- II. Following is a brief summary of certain benefit plans and programs available to clinical fellows. Enrollment in certain plans or programs is automatic while some plans or programs require an application to enroll. Upon eligibility for these plans and programs, clinical fellows will receive more detailed information including any deadlines for enrollment and coverage exclusions. It is the responsibility of the clinical fellow to adhere to any enrollment guidelines for the plans or programs. CCHMC reserves the right to amend or terminate, in whole or in part, any benefit plan or program at any time.
  1. All clinical fellows must pay an initial deposit of \$15.00 for a matrix ID badge that will be used to access the hospital and parking garage. A \$10.00 (subject to change) parking fee per pay period will be deducted from the clinical fellow's paycheck for on-campus parking. The \$15.00 deposit is refundable on return of the ID badge.
  2. Health insurance will be offered to all clinical fellows, effective on the first officially-recognized day of their training program. Enrollment must be made in accordance with standard procedure.
  3. Group Term Life Insurance in the amount of \$50,000.00, and an equal amount of accidental death and dismemberment coverage, will be provided effective the first day of active employment. CCHMC pays for the entire cost of this coverage and the clinical fellow may designate his or her beneficiary. This insurance is convertible to an individual policy when the fellow leaves the institution.
  4. Travel accident insurance covering life or dismemberment in an amount of \$100,000 will be provided for employees with a salary of up to \$40,000, in the amount of \$250,000 for those making \$40,001 to \$74,999, and in the amount of \$500,000 for those making \$75,000 to \$149,999. CCHMC pays for the entire cost of this coverage. This coverage applies to all travel while on hospital business, but not for travel to and from work or as a pedestrian in Cincinnati.
  5. Counseling: The Employee Assistance Program provides confidential assessment, short-term counseling, referral and follow-up service and is available to assist employees and members of their households to successfully resolve personal problems. Those problems would include, but are not limited to physical illness, mental or emotional distress, financial hardship, marital or family distress, substance abuse or addiction or legal involvement. This program is available immediately upon date of hire.
  6. Long Term Disability insurance covering disability incurred as a result of either sickness or accident will be provided effective the first day of active employment. CCHMC pays for the entire cost of this coverage. The plan benefit is 60% of base salary before any applicable offsets, up to a maximum benefit of \$2,000.00 per month, beginning after 90 days of disability.
  7. Medical Leave of Absence with pay will be granted for short-term illness or injury, including pregnancy, for a period of up to 12 weeks. Paid paternity leave of up to 4 working days will be granted. This time will not count as vacation days. Personal (non-medical) leaves of absence without pay are available for a period of up to one year with the approval of the fellowship training director. After a leave of absence, the clinical fellow will be guaranteed a continuing position in the program at an equivalent PL level. The

impact of any leave of absence upon the terms of completion of the training requirements necessary to satisfy criteria for Board Certification will be individually determined as governed by GME policy #11.

8. Vacation Leave: all clinical fellows are entitled to a minimum of 3 weeks vacation (21 days total = 15 weekdays + 6 weekend days). Each graduate medical education training program will have a policy in place that defines how these 21 days will be allocated. Fellowship training programs are free to provide more vacation time, but not less. GME policy #16 governs the rules that pertain to vacation leave.
9. Sick Leave: all clinical fellows are entitled to sick leave as outlined in GME policy #16.
10. Appropriate on-call rooms will be available for all clinical fellows taking overnight in-hospital call. No other living quarters are available. There is no stipend or financial support for meals while on call. Laundry services are available but at the clinical fellow's expense.
11. Other benefit plans or programs include medical and dependent care flexible spending accounts, a pre-paid legal plan, adoption reimbursement, a college savings plan, child care referral, 403(b) tax sheltered retirement accounts, paid funeral leave, and tuition reimbursement.
12. A one-time moving allocation of up to \$1,500.00 will be provided to incoming clinical fellows who are moving to Cincinnati from outside the area. Moves within the local Cincinnati area will not be reimbursed.

III. Subject to the terms, conditions, and exclusions of the Cincinnati Children's Hospital Medical Center Self-Insurance Trust Agreement ("Trust Agreement"), if a professional liability claim is brought against you arising out of your acts or omissions pursuant to the house staff program, CCHMC will provide you with a defense and indemnification for the claim under the Trust Agreement. Under those circumstances, and except as otherwise set forth in this paragraph, the Trust Agreement applies to claims filed against you at any time subsequent to your appointment to the house staff program, even if you are no longer appointed to the house staff program, if the acts or omissions giving rise to the claims took place while you were appointed to the house staff program. Otherwise, you cease to be covered under the Trust Agreement once your appointment to the house staff program terminates. You agree that as conditions of any defense or indemnification CCHMC provides under the Trust Agreement, you must promptly report to CCHMC all such claims filed against you, you must fully cooperate with CCHMC in the defense of any such claim, and you must not offer or agree to resolve or compromise any such claim, or make any voluntary payments, without written consent from CCHMC. CCHMC has the right to settle any such claim without your consent. Moreover, CCHMC may amend, modify, supplement, supersede, or cancel the Trust Agreement at its sole option.

IV. Work is permitted during off-duty hours as a physician or otherwise, as long as it does not interfere with proper performance of duties as a CCHMC clinical fellow. Fellows must have written permission for off-duty work hours from their Program Director in accordance with GME policy #14. Pursuant to the U.S. Code of Federal Regulations, fellows on a J visa are not authorized to work outside their training program ("moonlighting"). Work that is not associated with the trainee's training program or directly with CCHMC will require that the trainee obtain professional liability insurance from the outside employer.

V. Training Program

1. The content of the clinical fellow's educational program and the determination of the hours of duties will be in accordance with the requirements of Accreditation Council on Graduate Medical Education (ACGME), the certifying specialty board, GME Policy #18.0, and the program-specific policies for the services to which the clinical fellow is assigned. The curriculum, goals, and objectives of the training program and the clinical and administrative responsibilities of the clinical fellow will be provided directly to the trainee by the Program Director or his/her designee. A copy of this information is available upon request by contacting the Program Director. The undesirability of excessive work hours for clinical fellows and its inconsistency with maintaining optimal patient care and high standards of training is recognized and every effort will be made to resolve problems arising from any such excessive work hours. The training program will not be pyramided during the clinical fellow's years of fellowship training.

**VI. Evaluation, Advancement/Re-appointment & Dismissal of Clinical Fellows**

1. Each Division's Fellowship Program Director or designee is responsible for communicating expectations and performance objectives to each clinical fellow early in the training process. All clinical fellows will receive at least semi-annual evaluations from the program director. These evaluations will be documented in writing, shared with the clinical fellow and placed in the clinical fellow's file. Program directors will be responsible for complying with Graduate Medical Education Policy #3, which describes the evaluation, advancement, and program completion processes for trainees. This policy is available from all program directors, the Office of Graduate Medical Education, or on the CCHMC intranet. In addition, each program is responsible for following the rules and regulations of their respective Residency Review Committee (RRC) and/or certifying Board regarding the evaluation of clinical fellows.
2. Failure to meet appropriate performance standards may result in the following:
  - a. If the clinical fellow is not meeting the previously discussed performance objectives, he/she will be counseled and this will be documented in writing.
  - b. In the event that a clinical fellow's performance warrants corrective action, the guidelines and procedures set forth in Graduate Medical Education Policy #5 (Educational Remediation and Disciplinary Actions for Graduate Medical Education Trainees) will be followed. Specific goals for improvement and satisfactory performance must be outlined in writing to the clinical fellow by the Program Director. Before probation can be instituted, prior approval must be obtained, in writing, from the Department/Division Director and the Chair of the GME Committee. All corrective and disciplinary actions must become a part of the clinical fellow's permanent training record. Copies of this policy are available from all training program directors or from the Office of Graduate Medical Education, or on the CCHMC intranet.
  - c. A recommendation for dismissal may emanate from the division/department educational committee, but the Department/Division Director must give final approval. Dismissal will follow the procedure outlined in Graduate Medical Education Policy #5 (Educational Remediation and Disciplinary Actions for Graduate Medical Education Trainees). Copies of this policy are available from all training program directors, the Office of Graduate Medical Education, or on the CCHMC intranet.
3. In addition, dismissal of clinical fellows will conform to CCHMC Personnel policy for employee dismissal. This plan is designed to respect the clinical fellow's rights, allow due process and the opportunity for a grievance if appropriate.

**VII. Grievance Procedure Regarding Medical or Clinical Disputes**

It is the policy of CCHMC to settle disputes and grievances regarding medical or clinical issues quickly. If a clinical fellow cannot promptly settle a grievance regarding a medical or clinical dispute after discussion with his/her Division Director and Program Director, then written statements from the fellow and the program director describing the grievance, shall be submitted to the Chief of Staff (COS) and copied to the Chair, GME Committee. The COS may interview the parties involved. The COS's findings and conclusions will be issued within five (5) weekday working days of receipt of the aforementioned written statements. The findings of the COS may be appealed by the fellow to an Appeal Review Panel. The clinical fellow has five work days from the date of finding by the COS to notify the Chair, GMEC in writing of his/her intent to request further review by an Appeal Review Panel. The appeal process is outlined in Graduate Medical Education Policy #4 (Due Process / Grievance Procedure Regarding Medical or Clinical Disputes). Copies of this policy are available from all training program directors, the Office of Graduate Medical Education, or on the CCHMC intranet.

- VIII.** If a grievance is deemed by CCHMC to concern other than a medical or clinical dispute, the grievance will be handled in accordance with normal CCHMC grievance policies and procedures. Complaints regarding sexual harassment and exploitation will be handled in accordance with CCHMC Personnel policies.

- IX. CCHMC reaffirms its policy of continuously attempting to improve health care services. CCHMC will share with appropriate interested individual clinical fellows their plans for increasing nurses' involvement and responsibility in direct patient-management consistent with their level of professional training and decreasing nurses' clerical responsibilities. They will also share plans for laboratory support; emergency room facilities and ambulatory care programs.
- X. The clinical fellow hereby stipulates that his/her residency training will be completed on or before the commencement of the fellowship training program. CCHMC will verify completion of training as soon as this information is available.
- XI. CCHMC will notify clinical fellows of reappointment, non-promotion, and non-reappointment for the coming year as soon as possible, but not later than 120 days prior to the start of the next academic year. Clinical Fellows notified by CCHMC that they will not be promoted or their contract will not be renewed may implement the grievance procedure as described in GME Policy #4 (Due Process / Grievance Procedure Regarding Medical or Clinical Disputes). Clinical fellows who are planning to continue their training elsewhere are requested to notify CCHMC by October 15th.
- XII. The clinical fellow hereby agrees to comply with the policies, rules and regulations of the University of Cincinnati College of Medicine, CCHMC, and the CCHMC graduate medical education committee and will consistently strive to add to the quality of medical care within CCHMC. This includes but is not limited to completion of medical records.
- XIII. Impaired physicians will be managed in accordance with CCHMC Personnel policies and GME policy #15.
- XIV. The clinical fellow further agrees to comply with all personnel policies, procedures, rules and regulations of CCHMC, including but not limited to all policies regarding sexual and other forms of harassment.

Signed: \_\_\_\_\_

Print Your Name: \_\_\_\_\_

Date: \_\_\_\_\_

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Richard J. Brilli, M.D.  
Associate Chief of Staff  
Chair, Graduate Medical Education Committee  
Cincinnati Children's Hospital Medical Center

\_\_\_\_\_, M.D.  
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