

#### Fellow/Resident Contract

2022 - 2023

September 12, 2022 Jane Doe, MD

Dear Dr. Doe:

We are pleased to offer you a residency/fellowship in Cardiology at Children's National Hospital for a period to commence 7/1/2022 and terminate 6/30/2023. Your annual salary as a PGY3 will be \$41,234.56 for full-time employment with benefits. Your residency/fellowship will not be able to start until you meet the requirements listed in section II A, B, C, and L, which are preconditions to the commencement of this contract. If you fail to meet these requirements prior to the commencement date, this contract will be null and void. This contract is not a guarantee of progression through the fellowship program nor a guarantee of employment. Progression will be dependent on meeting ACGME and program requirements as well as compliance with the requirements listed in section II.

Your responsibilities and those of the institution are outlined below.

I. Children's National Responsibilities:

## A. GME Program:

Children's National sponsors a Graduate Medical Education Program, which ensures a suitable environment for educational programs to meet the ACGME institutional requirements. Children's National does not require fellows to sign a non-competitive guarantee.

## B. Compensation:

Wages will be paid on a biweekly basis in accordance with Children's National payroll procedures. Wages are subject to all applicable deductions required by DC and federal law, and other deductions as authorized by the fellow.

# C. Professional Liability Insurance:

Children's National will provide professional liability insurance coverage for the authorized activities of fellows under this agreement. The professional liability coverage for the fellow's activities provides legal defense and protection against awards from claims or suits reported or filed during and after the completion of the training program, if the alleged acts or omissions of the fellow are within the scope of the education program and occurred during the period of the fellow's employment. Insurance coverage does not extend to moonlighting activities. You must be determined to be insurable in order to receive this coverage, such determination will be at Children's National's sole discretion.

#### D. Leaves of Absence:

Vacation Leave: Fellows will receive twenty (20) days of paid vacation time per training year which will be front loaded by Human Resources. Vacation must be requested by fellow and approved by the Program Director and/or Division Chief. Vacation balances do not carry forward into the next contract year, and there is no payout for unused vacation leave at the end of the training period.

Sick Leave: Fellows will accrue twelve (12) days of sick leave per year, as outlined in the Children's National policy and procedure on Sick Leave (F-06, F-06P) that are available on the Intranet.

#### E. Parental Leave

Eligible fellows will receive 100% paid maternity, paternity, or adoption leave, as outlined in the Children's National policy and procedure on Paid Parental Leave (G-12, G-12P) that are available on the Intranet.

#### F. Benefits

The 2019 Benefits Guide available at MedHub summarizes the benefits in which the fellow may participate including:

- Health, dental, vision
- Flexible spending accounts
- Paid Parental Leave

- Life Insurance
- Disability insurance
- Employee Assistance Program
- Back up dependent child and elder care

## G. Physician Impairment & Counseling Services

All fellows will undergo a screening process for alcohol and other substance abuse as part of the successful completion of a new employee health examination. Information about physician impairment, including substance abuse, counseling and other support services is contained in the Children's National Institutional Resident Impairment Policy which is available at the Children's National GME website home page (see link provided below).

### H. Harassment

Children's National affirms its commitment to promote and maintain a work environment free of harassment and discrimination based on color, race, religion, national origin, age, sex, sexual orientation, disability, or any other protected characteristic. Information about sexual and other forms of harassment is contained in the Children's National Institutional Harassment Policy which is available at the Children's National GME website home page (see link provided below).

# I. Accommodation for Disabilities:

Children's National will address any request for accommodation for disabilities in accordance with the provisions of the Americans with Disabilities Act and Children's National policy and procedures which are available at the Children's National GME website home page (see link provided below).

## J. Program Closure & Reduction

In the event of a fellowship closure or reduction, the circumstances will be addressed in accordance with the Children's National Institutional Program Closure Reduction Policy for Graduate Medical Education which is available at the Children's National GME website home page (see link provided below).

### K. GME Policies:

Information about all GME policies, including duty hours, moonlighting, evaluations, due process, physician impairment, sexual harassment, and others referenced in this Agreement are available at the Children's National GME website home page at:

http://childrensnational.org/education-training/residency-programs/graduate-medical-education/about-gme#tab-4

## II. Fellows' Responsibilities

- A. Provide the Graduate Medical Education office with all requested credentialing information; incomplete paperwork will delay the start of your training program.
- B.Comply with Children's National's immunization, health screening, and drug testing requirements.
- C.Satisfy all requirements for employment by Children's National.
- D.Comply with each Affiliated Institution requirements and applicable state laws to which fellow is assigned.
- E. Complete all requirements for promotion to the next level of training.
- F. Review the requirements for specialty board examination and register to take the Boards during the first year of fellowship. Access to information related to eligibility for specialty board examinations may be obtained at the American Board of Pediatrics Website at: https://www.abp.org
- G. Comply with all Children's National policies and procedures, including the Code of Conduct, Bylaws, Rules and Regulations, and any individual educational and clinical policies and procedures of the training sites to which they are assigned.
- H. Develop a personal program of learning to foster professional growth, with guidance from program director and teaching staff.
- I. Participate fully in the educational and scholarly activities of his/her program and assume responsibility for teaching and supervising other residents and students as appropriate.
- J. Participate regularly with and serve on committees and councils whose actions affect education and/or patient care.
- K. Provide safe and appropriate care for patients, commensurate with your level of education, ability and experience as determined by and under the supervision of the teaching staff.

- L. Comply with applicable federal laws and the laws of the District of Columbia. Fellows are not permitted to start training at Children's National until they have obtained a full DC license; or applicable DC training license.
- M. Perform duties under this Agreement during such hours as the Program Director may direct in accordance with Children's National's Program Duty Hours and Moonlighting Policies, including reporting to the program director or GME Office any duty hour violations or concerns.
- N. Comply with all Hospital and Medical Staff Bylaws, Policies and Procedures, some of which are referenced below.

#### III. Conditions for Reappointment

This agreement applies only to the year indicated above. Reappointment, non-renewal of appointment, or non-promotion shall be determined in accordance with the Institutional Policies on Conditions for Reappointment and Resident Dismissal and Due Process Hearing procedures

# IV. Termination of Agreement

Completion of your fellowship is contingent upon satisfactory performance and meeting all requirements of your program (with consideration of vacation, sick and other leave) as stipulated by the Residency Review Committee or other appropriate governing body. Children's National reserves the right to terminate this Agreement for cause, which shall include but is not limited to: 1) any adverse change in applicable external funding; 2) adverse licensure action; 3) serious misconduct; 4) material breach of this Agreement; or 5) unsatisfactory performance.

## V. Acknowledgement:

I acknowledge receipt of Children's National Graduate Medical Education policies and understand that I am required and responsible for reading and understanding all policies mentioned. My signature below indicates that I have read, understand and agree to abide by such policies.

Jane Doe, MD		$\wedge$	Date	
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Vice Chair of Pediatrics			Date	

Referenced Policies:

Children's National Code of Conduct and Compliance Program Hospital Bylaws
Medical Staff Bylaws, Rules and Regulations
Intellectual Property Policy
Impaired Provider Policy
Harassment Policy
Moonlighting Policy
Work Hours Policy