



Children's National Hospital - Pediatric Residency Program Employment Agreement 2023 - 2024

October 31, 2023
Jane Doe, MD

Dear Dr. Doe:

We are pleased to offer you a contract in the Pediatric Residency Program at Children's National Hospital as a PGY 1 for Academic Year 2023-2024. Your annual salary will be \$73,310.00 for full-time employment, with benefits stipulated in the collective bargaining agreement between Children's Hospital and the Committee of Interns and Residents (CIR) (hereinafter ("CBA")). To the extent anything in this contract conflicts with an express provision of the CBA, the CBA provision will govern. Intern Orientation begins June 12, 2023 and the academic year finishes June 30, 2024.

Your responsibilities and those of the institution are outlined below.

I. CH Responsibilities:

A. GME Program:

Children's National sponsors a Graduate Medical Education Program, which ensures a suitable environment for educational programs to meet the Accreditation Council for Graduate Medical Education ("ACGME") institutional requirements. Children's National does not require residents to sign a non-competition agreement.

B. Compensation:

Residents are paid on a bi-weekly basis. Salaries are subject to all applicable deductions required by D.C. and Federal law, and any other deductions as authorized by the Resident.

C. Professional Liability Insurance:

Children's National will provide professional liability insurance coverage for the authorized activities of residents under this agreement and as set forth in the CBA. The professional liability coverage provides legal defense and protection against claims or suits reported or filed during and after the completion of the training program, if the alleged acts or omissions of the resident are within the scope of the education program and occurred during the period of the resident's employment. Insurance coverage does not extend to external moonlighting activities. Residents must be approved through the credentialing process, at Children's National's sole discretion, in order to be insured.

D. Leaves of Absence:

Vacation Leave: Residents will receive twenty (20) days of paid vacation time per training year which, to the extent set forth in the CBA, will be front loaded by Human Resources. Vacation must be requested by the Resident and approved by the Program Director and/or Division Chief. Vacation balances do not automatically 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: Residents will accrue twelve (12) days of sick leave per year, inclusive of 7 days of the Accrued Sick and Safe Leave Act (ASSLA) leave, as outlined in Children's National Policy and Procedure on Sick Leave (F-06) which is available for review in the Policy Portal on the Intranet, and as set forth in the CBA.

Parental Leave: Eligible Residents will receive up to 12 weeks of 100% paid maternity, paternity, or adoption leave, as

outlined in Children's National's Policy and Procedure on Paid Parental Leave (G-12) which is available for review in the Policy Portal on the Intranet.

E. Benefits

Some benefits offered to residents include:

- Health, Dental, and Vision;
- Flexible Spending Accounts;
- Life Insurance;
- Disability Insurance;
- Employee Assistance Program; and
- Back-up Dependent Child and Elder care

F. Physician Impairment & Counseling Services

Information about physician impairment, including substance abuse, counseling and other support services is contained in the Children's National's Trainee Impairment Policy, found here:

<https://childrensnational.org/healthcare-providers/healthcare-education/graduate-medical-education/policies>

G. 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 under Title VII of the Civil Rights Act of 1964. Information about sexual and other forms of harassment is contained in Children's National's Harassment Policy which can be found in the Policy Portal on the Intranet.

H. 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 (ADA) and Children's National's ADA Policy and Procedures.

I. Program Closure & Reduction

Children's National's Program Closure Reduction Policy for Graduate Medical Education addresses the circumstances of a residency/fellowship closure or reduction.

J. GME Policies:

Information about all GME policies, including work hours, moonlighting, evaluations, due process, physician impairment, sexual harassment, and others referenced in this Agreement are available at the Children's National GME home page, found here: <https://childrensnational.org/healthcare-providers/healthcare-education/graduate-medical-education/policies>. You agree to follow these and all other Children's National policies at all times during the term of your Residency.

II. Residents' Responsibilities

A. Provide the Graduate Medical Education office with all requested credentialing information.

B. Comply with all Children's National's immunization, health screening, and drug testing requirements.

C. Satisfy all other requirements for employment by Children's National. Should these requirements not be satisfied by the commencement date of this agreement, this agreement will be null and void.

D. Comply with each Affiliated Institution requirements and applicable state laws pertaining to the specific Children's National location to which Resident 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 General Pediatrics Initial Certifying Exam during the first year after completion of Residency. 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, Compliance Program

Policies and Procedures, Bylaws of the Medical Staff of Children's Hospital, Rules and Regulations, and any individual educational and clinical policies and procedures of the training sites to which you are assigned.

H. Develop a personal plan of learning to foster professional growth, with guidance from the Program Director, or their designee, and Teaching Staff.

I. Participate fully in the educational and scholarly activities of your 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. Residents are not permitted to start training at Children's National until they have obtained a full D.C. license; or applicable D.C. 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 Work Hours and Moonlighting Policies, including reporting to the Program Director or GME Office any work hour violations or concerns.

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 Children's National's Policies on Conditions for Reappointment and Resident Dismissal and Due Process Hearing procedures.

IV. Termination of Agreement

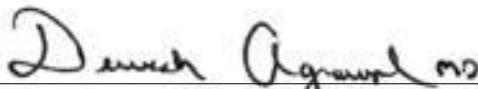
Completion of your residency is contingent upon satisfactory performance and meeting all requirements of your program (with consideration of vacation, sick and other leave) as stipulated by the Residency Review Committee or other appropriate governing body. Consistent with and subject to the provisions of the CBA, 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; 5) unsatisfactory performance; or 6) violation of Children's National policies and procedures.

V. Acknowledgement:

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

Jane Doe, MD

Date



Dewesh Agrawal, MD, Vice Chair of Education, DIO

October 31, 2023

Referenced Policies:

Children's National Code of Conduct and related Compliance Program Policies
Bylaws of the Medical Staff of Children's Hospital
Trainee Impairment Policy
Policy on Harassment
Moonlighting Policy
Work Hours Policy
Program Reduction and Closure Policy