



SAMPLE

**Clinical Fellowship Contract
2013 – 2014**

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Agreement between _____ (“Clinical Fellow” or “you”) and Cincinnati Children's Hospital Medical Center (“CCHMC”) with reference to the appointment of the above named physician as PL-____ Clinical Fellow in the _____ **Program** for a period to commence _____, **2013** and terminate _____, **2014**.

- I. An annualized salary/stipend of \$_____ will be paid by CCHMC. Wages are paid on a bi-weekly basis in accordance with CCHMC’s regular payroll. The benefits provided will be in accordance with CCHMC policies except as otherwise set forth in this Agreement.

- 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. Eligible Clinical Fellows will receive more detailed information including deadlines for enrollment and coverage exclusions. It is the Clinical Fellow’s responsibility to adhere to enrollment guidelines. CCHMC reserves the right to amend or terminate, in whole or in part, any benefit plan or program at any time. (The Plan Documents will control in the event of an inconsistency with this Agreement.)
 1. Clinical Fellows must pay an initial deposit of \$15.00 for an 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 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 the premium for this coverage and the Clinical Fellow may designate his or her beneficiary. This insurance is convertible to an individual policy at the Clinical Fellow’s expense upon leaving CCHMC.
 4. Travel accident insurance covering life or dismemberment in an amount of \$750,000 will be provided for Clinical Fellows when they begin active employment. CCHMC pays the premium for this coverage. This coverage includes transportation while on hospital business or relocation travel, including transport flights, air care transportation (including chartered flights using an airplane or helicopter), and air/land ambulances or other vehicles. It does not cover travel to and from work or as a pedestrian.
 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 help successfully resolve personal concerns. Those concerns would include, but are not limited to, physical or mental illness, financial hardship, marital or family distress, and substance abuse or addiction. 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 the premium for this coverage. The current 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 consecutive days of disability.
 7. Medical Leave of Absence with pay may be granted for a continuous short-term illness or injury, including pregnancy, for a total of up to 12 weeks. Documentation suitable to CCHMC is required. Paid paternity leave of 4 working days will be granted. This time will not count as vacation days. After a paid leave, the Clinical Fellow will be guaranteed a continuing position in the program at an equivalent PL level. Personal (non-medical) leaves of absence without pay may be available for a period of up to one year with the approval of the Program Director, who will determine the terms under which the Clinical

Fellow may return to a continuing position in the program. 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: Clinical Fellows will receive 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. GME policy #16 governs the rules that pertain to vacation leave.
 9. Sick Leave: GME policy #16 governs the provision of sick leave.
 10. Appropriate on-call rooms will be available for 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 at the Clinical Fellow's expense.
 11. Other benefit plans or programs currently available include medical and dependent care flexible spending accounts, a pre-paid legal plan, adoption reimbursement, a college savings plan, 403(b) tax sheltered retirement accounts, paid funeral leave, and tuition reimbursement.
 12. A one-time moving allocation of up to \$1,500.00 for appropriate, receipted expenses will be provided to incoming Clinical Fellows who are moving to Cincinnati from outside the area. Moves within the Greater 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 generally 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, Clinical Fellows on a J Visa are not authorized to work outside their training program ("moonlighting"). Work that is not associated with the Clinical Fellow's training program or directly with CCHMC will require that the trainee obtain professional liability insurance from the outside employer.
- V. Training Program
- 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. Concerns related to work hours should be brought to the attention of the Program Director or the Designated Institutional Official for GME (DIO). The training program will not be pyramided during the Clinical Fellow's years of fellowship training.

VI. Evaluation, Advancement/Re-appointment, Discipline & 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. 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 Clinical Fellows. 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. A Clinical Fellow's failure to meet appropriate performance standards will be addressed as follows:
 - a. If the Clinical Fellow is not meeting 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 will be outlined in writing to the Clinical Fellow by the Program Director. The Department/Division Director and the DIO will confer before probation is instituted. Corrective and disciplinary actions become a part of the Clinical Fellow's permanent training record.
 - 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).

VII. Conflict Resolution/Grievance Procedure Regarding Clinical or Academic Disputes

CCHMC seeks to promptly resolve disputes and concerns regarding clinical or academic issues. If a Clinical Fellow cannot promptly resolve a concern regarding a clinical or academic dispute after discussion with his/her Division Director and Program Director, then written statements from the Clinical Fellow and the Program Director describing the concern will be submitted to the DIO. The DIO may interview the parties involved. The DIO's findings and conclusions will be issued within five (5) weekday working days of receipt of the aforementioned written statements. The findings of the DIO may be appealed by the Clinical Fellow to an Appeal Review Panel. The appeal process is outlined in Graduate Medical Education Policy #4 (Due Process / Grievance Procedure Regarding Clinical or Academic Disputes).

- VIII. If a conflict is deemed by CCHMC to concern other than a clinical or academic dispute, the conflict will be handled in accordance with the CCHMC Conflict Resolution Policy.
- IX. The Clinical Fellow affirms and 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.
- X. CCHMC will notify Clinical Fellows of reappointment, non-promotion, and non-reappointment for the coming year not later than 4 months 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 Clinical or Academic Disputes). Clinical Fellows who are planning to leave the program or continue their training elsewhere are expected to notify CCHMC at least 3 months ahead of their departure.
- XI. The Clinical Fellow agrees to become familiar and comply with the policies, rules and regulations of the University of Cincinnati College of Medicine, CCHMC, and the CCHMC graduate medical education committee, including those regarding sexual and other forms of harassment and reasonable accommodation of disabilities.

- XII. Impaired Clinical Fellows will be managed in accordance with CCHMC Human Resources policies and GME policy #15.
- XIII. The Clinical Fellow will consistently strive to add to the quality of medical care provided within CCHMC, including timely and proper completion of medical records.
- XIV. The Clinical Fellow has read, understands, and agrees to comply with the terms of this Agreement.

Signed: _____

Print Your Name: _____

Date: _____

Thomas G. DeWitt, M.D.
Designated Institutional Official for Graduate Medical Education
Chair, Graduate Medical Education Committee
Cincinnati Children's Hospital Medical Center

Program Director
_____ Fellowship Program
Cincinnati Children's Hospital Medical Center

12/14/2012