



Clinical Fellowship Contract
2024 - 2025

Agreement between _____ ("Clinical Fellow" or "you") and Cincinnati Children's Hospital Medical Center ("CCHMC") with reference to the appointment of the Clinical Fellow as a CGL-__ Clinical Fellow in the _____ Fellowship Program for a period to commence 7/1/2024 and terminate 6/30/2025.

I. Compensation. An annualized base salary/stipend of \$ _____, less applicable withholdings, will be paid by CCHMC. Wages are paid on a bi-weekly basis in accordance with CCHMC's regular payroll. Benefits provided will be in accordance with CCHMC policies except as otherwise set forth in this Agreement. Benefits offered specifically to Clinical Fellows replace similar benefits offered to other employees.

II. Qualifications.

1. The Clinical Fellows appointment is conditional, requiring successful completion of a pre-appointment drug screening process per CCHMC policy, and a satisfactory background check.
2. The Clinical Fellow must complete a pre-employment health inventory to be evaluated by Employee Health. This inventory will include medical history and documentation of specific infections and immunizations including varicella titer or vaccine if no documented history of chicken pox after age of one year; history of measles or of MMR series; and history of immunization from tetanus, hepatitis B, pertussis, COVID-19, influenza and TB testing within 1 year. A chest radiograph shall be done in the event of a positive tuberculin test. Employee Health will assist in administering any required vaccines. To comply, The Clinical Fellow must follow all recommendations emanating from Employee Health. Appointment will be conditional, requiring vaccination against COVID-19 or approved exemption due to medical reasons or religious beliefs.
3. The Clinical Fellow affirms that their residency training or required educational training (i.e., PhD) will be successfully completed on or before the commencement of the fellowship training program. CCHMC will verify completion of training.
4. If appropriate, the Clinical Fellow must fulfill all of the requirements to obtain and maintain licensure for postgraduate medical training under the laws of the State of Ohio, and must notify the Program Director immediately if any required license expires without renewal or is suspended, revoked, or limited in any manner, or if any action by any licensing authority, court, or government agency initiates an investigation or disciplinary proceedings against The Clinical Fellow regarding licensure, controlled substance authorization, or criminal activity.

III. Employee Benefits. 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 commencement of employment, Clinical Fellows will receive more detailed information about the plans and programs in which they are eligible to participate, 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 any inconsistency or conflict with the terms of this Agreement. (In the absence of a Plan, applicable policy controls.)

1. A \$15.00 (subject to change) parking fee per pay period will be deducted from the Clinical Fellow's paycheck for on-campus parking.
2. Health insurance will be offered to Clinical Fellows, effective on the first day of active employment. Enrollment must be made in accordance with standard procedure. Should an incoming Clinical Fellow need to make a medical insurance claim for illness or injury occurring in the short time period between completing the Clinical Fellow's residency program and beginning as a Clinical Fellow, CCHMC will reimburse the Clinical Fellow for one monthly COBRA premium payment to close any health insurance coverage gap that otherwise would exist.
3. Group Term Life Insurance in the amount of 2 times annualized base salary up to a cap of \$300,000 effective the 1st day of the first month following the month in which The Clinical Fellow's active employment commenced. CCHMC pays the premium for this coverage and the Clinical Fellow may designate their 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 \$500,000 will be provided for the Clinical Fellow effective on the Clinical Fellows first day of 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 as of the Clinical Fellows first day of active employment.
6. Long Term Disability insurance covering disability incurred as a result of either sickness or accident will be provided effective on the Clinical Fellows' 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/disability or injury, including pregnancy, for a total of up to 12 weeks. A one-time parental or caregiver leave of up to six weeks also may be granted as governed by GME policy #11. Documentation suitable to CCHMC is required. (Advance notice of 30 days typically is required for these leaves.) 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 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: Clinical Fellows will receive 20 Days of vacation. Each graduate medical education training program will have a policy in place that defines how these vacation 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. Generally, up to 5 paid days are available.

10. Other benefit plans or programs currently available include medical and dependent care flexible spending accounts, legal plan, adoption reimbursement, 403(b) Employee Savings Plan, paid funeral leave, and education assistance.

11. A one-time moving allocation of \$3,000.00 will be provided to incoming Clinical Fellows who are moving to Cincinnati from 50 miles outside the area. Moves within the Greater Cincinnati area will not be reimbursed.

IV. Professional Liability Insurance. 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 training 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 training program, even if you are no longer appointed to the training program, if the acts or omissions giving rise to the claims took place while you were appointed to the training program. Otherwise, you cease to be covered under the Trust Agreement once your appointment to the training 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.

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 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 (DIO). The training program will not be pyramided during the Clinical Fellow's years of fellowship training.

VI. Performance Evaluation, Advancement/Re-appointment, Discipline & Dismissal of Clinical Fellows:

1. Each Division's Fellowship Program Director or Program Directors designee is responsible for communicating expectations and performance objectives to each Clinical Fellow early in the training process. The Clinical Fellows' clinical performance will be evaluated at least semi-annually by the Program Director. These evaluations will be documented in writing, shared with the Clinical Fellow and placed in the Clinical Fellow's file. 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 clinical performance standards will be addressed as follows:

a. If the Clinical Fellow is not meeting performance objectives, he/she may be counseled, and this will be documented in writing. Counseling is not a mandatory prerequisite to remediation or discipline.

b. If 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. 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.

3. A Clinical Fellows failure to meet appropriate non-clinical performance standards will be addressed through CCHMC Human Resources in accordance with CCHMC policies and procedures.

4. Impaired Clinical Fellows will be managed in accordance with CCHMC Human Resources policies and GME Policy #15, Addressing the Impaired GME Trainee.

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

1. 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 the Clinical Fellow may utilize Graduate Medical Education Policy #4 (Due Process / Grievance Procedure Regarding

Clinical or Academic Disputes). CCHMC may revise the Due Process / Grievance Procedure at any time at its sole option.

2. If a conflict is deemed by CCHMC to concern other than a clinical or academic dispute, the conflict may be handled through Human Resources.

VIII. Notice of Reappointment, Non-Promotion or Non-Reappointment. Except for non-clinical or non-academic events discovered in the last 4 months, 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. 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.

IX. Compliance with Policies, Rules and Regulations. The Clinical Fellow agrees to become familiar and comply with the policies, rules, and regulations of CCHMC, and the CCHMC graduate medical education committee, including those regarding sexual and other forms of harassment and reasonable accommodation of disabilities.

X. Quality of Care and Completion of Medical Records. 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.

XI. Protected Health Information (PHI) and other Confidential Information. The Clinical Fellow recognizes and acknowledges that The Clinical Fellow will be exposed to protected health information (PHI) of CCHMC's patients. Accordingly, The Clinical Fellow acknowledges and agrees to comply with The Clinical Fellows obligations under HIPAA to maintain the confidentiality and security of PHI. The Clinical Fellow recognizes and acknowledges that from time to time The Clinical Fellow may also be exposed to other confidential personal and financial information concerning CCHMC's patients, their family members and caregivers, and other confidential and proprietary information relating to CCHMC business operations (collectively "Confidential Information"). The Clinical Fellow agrees that during The Clinical Fellows employment, The Clinical Fellow will not access PHI (including The Clinical Fellows or a family member's PHI) or other Confidential Information except as necessary to perform the duties of The Clinical Fellows position with CCHMC. The Clinical Fellow further agrees that The Clinical Fellow will not, during or after The Clinical Fellows employment with CCHMC, disclose any such confidential information to any individual or entity not authorized by CCHMC to receive it. Except with respect to The Clinical Fellows obligations under HIPAA, the provisions of this Section will not apply to information that has become generally known to the public (except by reason of unauthorized disclosure by The Clinical Fellow or by a third-party known by The Clinical Fellow to have been unauthorized to make such public disclosure), or information that The Clinical Fellow is required to disclose by order of a court of competent jurisdiction (but only to the extent specifically ordered by such court and, when reasonably possible, The Clinical Fellow will give CCHMC reasonable prior notice of such intended disclosure so that it has the opportunity to seek a protective order if it deems it appropriate). Without limiting the generality of the foregoing, The Clinical Fellow acknowledges and agrees that memoranda, notes, records and other documents made or compiled by The Clinical Fellow or made available to The Clinical Fellow during the term of this Agreement concerning or related to medical care provided by CCHMC, or otherwise relating to CCHMC's business operations, are the exclusive property of CCHMC, and will be delivered by The Clinical Fellow to CCHMC upon termination of this Agreement or at any other time at CCHMC's request.

X. Miscellaneous:

1. Entire Agreement. This Agreement constitutes the entire understanding between The Clinical Fellow and CCHMC with respect to the subject matter of the Agreement and supersedes any and all prior understandings, written or oral.
2. Amendments. No amendments or additions to this Agreement will be binding unless in writing and signed by the party to be charged, except as may otherwise be provided in the Agreement.
3. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of any right or power under this Agreement at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.
4. Severability. Except as otherwise provided in this Agreement, if for any reason any provision of this Agreement will be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity and enforceability of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision will then be enforceable and enforced.
5. Benefit and Assignability. This Agreement is personal in its nature and will inure to the benefit of and be binding upon the respective parties, their heirs, personal representatives, and assigns. Neither of the parties will assign or transfer this Agreement or any rights or obligations without the consent of the other; provided, however, that CCHMC may assign or transfer this Agreement to any other entity affiliated with CCHMC, provided that in the case of any such assignment or transfer, this Agreement will be binding upon and inure to the benefit of such successor corporation or entity and such successor corporation or entity will discharge and perform CCHMC's obligations under this Agreement.
6. Notices. All notices required to be given under the terms of this Agreement will be in writing, will be effective upon receipt, and will be delivered to the addressee in person or mailed by overnight or certified mail, return receipt requested.
7. Governing Law. This Agreement will be governed by the laws of the State of Ohio. In the event of any claim or cause of action arising from this Agreement, the parties' consent to the exclusive jurisdiction of the federal and/or state courts of Hamilton or Butler County, Ohio.
8. Acknowledgment. The Clinical Fellow has read, understands, and agrees to comply with the terms of this Agreement. The Clinical Fellow further represents that The Clinical Fellow has the unfettered right to enter into this entire Agreement on all of the terms, covenants and conditions hereof; and is subject to no other contractual obligations, written or otherwise, which would prevent or restrict, in whole or in part, The Clinical Fellow's ability to perform his/her duties hereunder, or otherwise curtail or impair any of the rights granted to CCHMC hereunder.

Signed:

*MD, Program Director,
Fellowship Program
Cincinnati Children's Hospital Medical Center*

*Javier Gonzalez del Rey, M.D., M.Ed.
Designated Institutional Official for Graduate Medical Education Chair,
Graduate Medical Education Committee
Cincinnati Children's Hospital Medical Center*