



Children's National Medical Center Fellows' Contract

Date

«NAME»

«Address»

«City», «State» «Zipcode»

Dear Dr. «LASTNAME»:

We are pleased to offer you a fellowship in Pediatric «DEPARTMENT» at Children's National Medical Center for the academic year July 1, 2011 through June 30, 2012. Your annual salary will be «FY12_amount» for full-time employment, with benefits as shown on the enclosed CD and subject to change.

Your responsibilities and those of the institution are outlined below.

I. CNMC Responsibilities

- A. GME Program:** CNMC sponsors a Graduate Medical Education Program, which ensures a suitable environment for educational programs to meet the institutional requirements of the ACGME. CNMC does not require fellows to sign a non-competitive guarantee.
- B. Compensation:** Fellows are paid on a biweekly basis. Salaries are subject to all applicable deductions required by DC and federal law, and other deductions as authorized by the fellow.
- C. Professional Liability Insurance:** CNMC 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.

D. Leaves of Absence:

Fellows are entitled to four (4) weeks vacation time off with pay per training year. Fellows must use at least two weeks of vacation time per year. Vacation must be requested and approved by the Program Director and/or Division Chief. Unused vacation at the end of fellowship training will be forfeited. Twelve (12) days of sick leave are granted per year for absences from work due to personal illness or doctors' appointments. Unused sick leave can be carried forward from one year to the next if the individual remains continuously employed at Children's Hospital.

E. Benefits

The summary document on CD describes the benefits in which the fellow may participate including:

- Health, dental, vision
- Flexible spending accounts
- Life Insurance
- Disability insurance
- Employee Assistance Program
- Back up dependent child and elder care

Information about benefits is also available at

<http://www.childrensnational.org/ForDoctors/gme/CurrentResidents/benefits.aspx>

F. Physician Impairment & Counseling Services

Information about physician impairment, including substance abuse, counseling and other support services is contained in the CNMC Institutional Resident Impairment Policy.

G. Harassment

Children's Hospital 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 CNMC Institutional Harassment Policy.

H. Accommodation for Disabilities: CNMC will address any request for accommodation for disabilities in accordance with the provisions of the Americans with Disabilities Act and CNMC policy and procedures.

I. Program Closure & Reduction

The CNMC Institutional 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 duty hours, moonlighting, evaluations, due process, physician impairment, sexual harassment, and others referenced in this Agreement are available at the CNMC GME website home page at

<http://www.childrensnational.org/ForDoctors/gme/CurrentResidents/InstitutionalPolicies.aspx>

II. Fellows' Responsibilities

- A. Provide the Graduate Medical Education office with all requested credentialing information.
- B. Comply with CNMC's immunization, health screening, and drug testing requirements.
- C. Satisfy all requirements for employment by CNMC.
- D. Complete all requirements for promotion to the next level of training.
- E. Comply with all CNMC 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.
- F. Develop a personal program of learning to foster professional growth, with guidance from program director and teaching staff.
- G. 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.
- H. Participate regularly with and serve on committees and councils whose actions affect education and/or patient care.
- I. Provide safe and appropriate care for patients, commensurate with his/her level of education, ability and experience as determined by and under the supervision of the teaching staff.

- J. Comply with applicable federal laws and the laws of the District of Columbia. Fellows are not permitted to start training at CNMC until they have obtained a full DC license; temporary DC license, or if applicable, have completed the unlicensed medical practitioner registration with the DC Board of Medicine.
- K. Perform duties under this Agreement during such hours as the Program Director may direct in accordance with CNMC's Program Duty Hours and Moonlighting Policies, including reporting to the program director or GME Office any duty hour violations or concerns.
- L. 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 academic 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.

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. CNMC reserves the right to terminate this Agreement for cause, which shall include: 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 CNMC 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.

«NAME»

Date

Mary Ottolini, MD, MPH
Director, Medical Education

Date

Referenced Policies:

CNMC 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

SAMPLE