

# THE CHILDREN'S MERCY HOSPITAL

## Residency Agreement of Appointment

The Graduate Medical Education ("GME") Department of The Children's Mercy Hospital ("CM") has accepted \_\_\_\_\_ **[add name]** ("Resident") into the Pediatric \_\_\_\_\_ Training Program ("Program") at the postgraduate year level \_ of training from \_\_\_\_\_ to \_\_\_\_\_ as a CM employee and in accordance with The Children's Mercy Hospital Residency Agreement of Appointment ("Agreement").

Resident's appointment to the Program is contingent upon Resident's execution of, and compliance with the terms of this Agreement, including all qualifications set forth below, including all Program, Graduate Medical Education ("GME"), and CM policies and requirements applicable to Residents and CM employees.

**1. Term.** The term of this Agreement is one (1) year, commencing on \_\_\_\_\_, unless terminated sooner as set forth herein. Resident may be considered for advancement to succeeding postgraduate years of training in the Program if Resident's performance is determined to be satisfactory and Resident has complied with the Program's requirements, including all requirements and qualifications set forth herein and in Program, GME, and CM policies. However, Resident acknowledges and agrees that such advancement is not guaranteed. Resident's continuation in the Program beyond the current term of this Agreement requires a Separate Agreement Addendum for any succeeding training year. This Agreement and any Separate Agreement Addendum are referred to collectively herein as "Appointment".

**2. Training Locations.** Although Resident may rotate to other facilities during the Program, the primary site for Resident's clinical training in the Program will be the CM Adele Hall Campus ("Adele Hall") in Kansas City, Missouri. The Adele Hall Campus, Children's Mercy Hospital Kansas ("CMHK"), and all other facilities to which Resident rotates during the Program are referred to herein collectively as "Clinical Training Sites" and each individually as a "Clinical Training Site".

**3. Qualifications/Compliance with Laws, Policies, Regulations, Rules and Standards.** Resident acknowledges and agrees that the commencement and continuation of Resident's participation in the Program is contingent upon Resident's obtaining, maintaining, and complying with the qualifications and requirements described herein. Resident covenants that at all times during the term of this Agreement, Resident shall:

- a. satisfy all requirements for employment at CM, including but not limited to successful completion of drug testing, and remain employed by CM in good standing;
- b. be duly licensed in good standing, without limitation or restriction, to practice medicine in such states as may be required by CM;
- c. adhere to the rules, policies and procedures contained in the CM GME Policy and Procedure Manual as may be modified by CM from time to time ("Manual") as such requirements have been provided or made available to Vendor as of the Effective Date of this Agreement);
- d. adhere to the applicable policies, procedures, bylaws, rules and regulations of each Clinical Training Site, including the standards of The Joint Commission or any comparable accreditation body that exercises oversight of any Clinical Training Site;
- e. adhere to the guidelines established by applicable regulatory and accrediting bodies, including and without limitation of the Accreditation Council for Graduate Medical Education ("ACGME").

- f. adhere to all applicable CM policies and procedures, including but not limited to CM's drug and alcohol policies and procedures;
- g. hold a current narcotics number issued by the appropriate state and federal governmental agencies;
- h. be lawfully authorized to be employed by CM in the United States;
- i. review, acknowledge, abide by, and comply with CM's Corporate Compliance Plan and Corporate Code of Conduct and participate in compliance education and training as required by CM;
- j. provide all services for CM patients regardless of the patient's ability to pay or source of payment, and regardless of the patient's sex, race, gender, national origin or other protected status, to the reasonable satisfaction of CM, consistent with CM's objectives, policies, and the clinical and ethical standards of the American Medical Association or the American Osteopathic Association, as applicable, and the American Academy of Pediatrics;
- k. demonstrate effective collaborative working relationships with CM clinical and administrative staff;
- l. PGY 3 and above must appear for USMLE or COMLEX Step III examination and pass the same before the start date of your training;
- m. Successfully complete the CM required background screening. After beginning employment with CM, Resident must notify GME within five (5) days of a conviction or guilty plea to a criminal violation. Failure to report a conviction or guilty plea is grounds for discipline up to and including termination of this Agreement;
- n. attend any orientation program(s) required by CM;
- o. if requested during the term of this Agreement or any Separate Agreement Addendum period, provide reasonable documentation regarding the current status of any professional qualifications or other qualifications set forth above; and
- p. not engage in any personal or professional conduct which, in the reasonable determination of CM, does or may adversely affect the delivery of patient care or the effective and harmonious operations of CM.

If at any time Resident fails or is unable to comply with or meet the above requirements, qualifications or conditions, Resident will notify GME immediately.

#### **4. Resident Responsibilities**

Resident is expected to complete the full term of the Agreement. If, because of personal extenuating circumstances, Resident cannot complete the full term of the Agreement, Resident must give at least two months' prior written notice to the Department of GME and the Program Director (PD).

#### **5. Compensation**

- a. **Salary.** Resident will receive the following compensation: (i) a biweekly salary at an initial annual rate of \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_,000), subject to adjustment from time to time; and (ii)

other compensation, including performance-based incentives, as Resident may be eligible to receive pursuant to CM's policies

b. Taxes and other Withholdings. CM will withhold from any compensation or other payments or benefits payable under any provision of this Agreement all applicable taxes and other withholdings as required by law or CM's payroll procedures.

**6. Benefits.** Resident shall also be entitled to participate in certain benefit programs provided by CM, subject in all cases to the qualifications, limitations, and provisions of the plans or programs referenced in the Manual. Resident understands and agrees that CM may modify the terms of benefits referenced in the Manual at any time, including termination of any plans, programs, or benefits thereunder. A summary of the current provisions of such package is included in the Manual. The Manual also includes other guidance for Resident regarding participation in the Program and as a CM employee.

**7. Confidentiality.** All information of or relating to CM or its operations, including without limitation, information regarding the Program, lists of patients, names of accounts, contractual information, pricing information, business plans, strategic plans and any other information (all of such information being "CM Information"), is the property of CM. Resident shall not disclose to others, or use for the benefit of others, any CM Information (with the exception of patient information reasonably required to treat patients and then such disclosure or use shall be only for such purposes) so long as such information is treated as secret or confidential by CM or is not of common knowledge in the industry.

## **8. Professional Liability Insurance**

a. CM shall provide and pay for the cost of professional malpractice or errors and omissions insurance coverage for Resident for all CM-directed duties during the term of employment under this Agreement and (if applicable) all prior employment agreements previously executed by the parties with each other so long as such employment has continued without interruption since the initial employment agreement was executed and effective ("Professional Liability Insurance Coverage Period") in such amounts and under such terms as may be required by applicable state law and by CM, to include compliance with the Kansas Health Care Stabilization Fund ("Fund"). Such insurance coverage shall also include non-CM prior acts to the extent required by the Fund. Except to the extent that obtaining such coverage would be inconsistent with requirements of the Fund, CM shall have the right to provide such liability insurance through an appropriate program of self-insurance maintained by CM. As to all matters covered by this Section 9, Resident shall cooperate as requested by CM in the investigation, defense, and resolution of all such matters including claims and lawsuits. Such cooperation by Resident is a condition to CM's obligation to provide coverage and/or indemnification for any expenses, liabilities, judgments, fines or amounts paid in settlement arising out of or relating to any such matter. Except to the extent that obtaining such coverage would be inconsistent with requirements of the Fund, Resident shall obtain, maintain and be financially responsible for any tail coverage to cover claims for professional services performed prior to the Professional Liability Insurance Coverage Period.

b. Resident acknowledges that the professional liability insurance coverage described herein shall cover CM-directed duties only except to the extent prior acts may also be covered by Fund law. Resident is not permitted to perform services outside Resident's CM employment. Any additional services performed outside the Program will be permitted only in specific instances and with approval by GME and CM Medical Administration prior to the performance of such services. Resident understands that the CM is not obligated to grant such approval.

c. If Resident is licensed to practice medicine in Kansas, Resident shall take the actions required by this subsection 8.c prior to termination of Resident's employment with CM and/or the inactivation of Resident's Kansas license.

i. If Resident will not continue to practice pursuant to Resident's Kansas license following termination of Resident's CM employment, Resident shall take all necessary steps to place Resident's Kansas license into inactive, exempt or federal active status and all other steps necessary to activate tail coverage through the Fund to become effective on the first day following termination of Resident's CM employment. If at the time that Resident leaves CM employment a premium is charged by the Fund for such tail coverage, CM shall pay the portion of such premium covering Resident's CM-directed duties. Resident shall pay the portion of any tail policy premium covering potential or actual claims or lawsuits for services provided outside of the duties rendered for or on behalf of CM during the Professional Liability Insurance Coverage Period and for services provided outside of the Professional Liability Insurance Coverage Period.

ii. If Resident's Kansas license will remain active following termination of Resident's CM employment, Resident shall take all steps necessary to obtain a policy of Fund-compliant professional liability insurance coverage to become effective on the first day following termination of Resident's CM employment. Resident shall thereafter take all steps necessary to maintain such coverage in full force and effect while Resident's Kansas license remains active, including ensuring payment of premiums. If at any time thereafter Resident will not continue to practice pursuant to Resident's Kansas license, Resident will take all necessary steps to activate tail coverage through the Fund to become effective on the first day on which Resident's Kansas license becomes inactive. Any premium for such coverage shall be at Resident's expense.

Resident shall cooperate as requested by CM in connection with the matters covered by this subsection 8.c.

**9. Additional Policies.** This Agreement, Resident's appointment to the Program, and Resident's CM employment is subject, in addition to the Manual, to CM and GME policies, including but not limited to Drug and Alcohol Policy, Service Excellence Policy, the Anti-Harassment and Anti-Discrimination Policy, ~~or~~ the Americans with Disabilities Act Policy, and Conduct and Correctives Action, Conditions for Reappointment, Due Process Grievances Policies and Procedures, Program Closure and Disaster Related Requirements, Resident Educational and Work Environment.

## **10. Termination.**

a. CM may terminate this Agreement immediately: (i) upon Resident's failure to maintain and comply with the qualifications and requirements provided for in Section 3 above; (ii) if Resident is sanctioned, suspended, or excluded from Medicare, Medicaid, or any other government-sponsored healthcare program; (iii) if Resident otherwise breaches this Agreement, including any terms in the Manual, and Resident fails to cure such breach in accordance with the Manual or CM policy; or (iv) if Resident experiences a permanent disability and is unable to participate in the Program, with or without reasonable accommodation, as reasonably determined by CM. For purposes of this Agreement, the term "permanent disability" means Resident's inability to participate in the Program, with or without reasonable accommodation, for a period of ninety (90) consecutive days due to the any of the conditions for eligibility for long term disability benefits under the CM's long term disability plan. Resident acknowledges and agrees that upon any termination of this Agreement, if Resident has been appointed to the medical staff and granted clinical privileges, Resident's medical staff appointment at CM and clinical privileges will be deemed to have been voluntarily surrendered and Resident will be deemed to have resigned from the medical staff effective on the termination date of this Agreement, unless otherwise mutually agreed to in writing by both parties.

b. Effect of Termination. Upon termination of this Agreement, Resident's employment by CM and all obligations of each party to the other shall cease except that the provisions of subsections 2.f and 3.b, and Sections 5 and 9 through 19 shall survive and remain in effect. Resident shall be entitled to salary through the termination of this Agreement paid in accordance with CM's regular payroll schedule. Resident shall not be entitled to any unused allowances for professional memberships or medical education. Resident shall also not be entitled to any other benefits except as specifically described herein or as required by law.

**11. Protected Health Information.** Resident agrees to maintain the privacy and security of any individually identifiable patient health information received from or created for CM in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 and the requirements of the Health Information Technology for Economic and Clinical Health Act (collectively "HIPAA"), and agrees to fully comply with the requirements of all such laws and regulations.

**12. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be sufficient if delivered in person, or if sent by United States Postal Service, postage prepaid, certified or registered mail, return receipt requested, or if sent by a nationally recognized overnight courier, and addressed to the last known address of the party required or entitled to receive such notice.

**13. Governing Law and Venue.** The parties acknowledge that this Agreement has been negotiated in Missouri and, therefore, this Agreement shall be interpreted under and governed by the laws of the State of Missouri without giving effect to any conflict of laws principles. All disputes arising out of or relating to this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts seated in Jackson County, Kansas City, Missouri. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**14. Entire Agreement; Execution and Counterparts.** This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or oral, between the parties with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, all of which shall constitute one and the same instrument.

I understand that I am expected to sign and return one copy of this Agreement to GME within 60 days from the date of receipt of the Agreement or no later than sixty (60) days prior to my date of hire whichever is earlier.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth next to their signatures below.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
Program Director

\_\_\_\_\_  
Date

*Denise Bratcher DO*

Denise Bratcher, DO  
Chair of Graduate Medical Education  
The Children's Mercy Hospital

\_\_\_\_\_  
Date

*CMH X/X/X*