

University of Pittsburgh Medical Center Medical Education
Postgraduate Training Agreement – FY11

THIS AGREEMENT, dated as of, is entered into by and between _____ (hereinafter referred to as "Resident/Fellow Physician") and the University Health Center of Pittsburgh d/b/a **University of Pittsburgh Medical Center Medical Education (UPMCME)**, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as ("UPMCME") which is a cooperative venture of various hospitals that are part of or affiliated with the UPMC system with approved residency and fellowship training programs and with principal offices at 3600 Forbes Avenue, Pittsburgh, Pennsylvania 15213.

WITNESSETH:

WHEREAS, this Agreement, sets forth obligations and expectations of the Resident/Fellow Physician, including without limitation, academic, clinical, ethical, humanistic, scientific and professional obligations, in connection with the Resident/Fellow Physician's appointment and possible reappointment to the _____ Program (hereinafter referred to as "Residency Program") of UPMCME; and

WHEREAS, this Agreement further sets forth obligations and expectations of UPMCME in connection with providing an appropriate environment for residency training for the Resident/Fellow Physician; and

WHEREAS, various policies and procedures are referenced herein and may be revised, amended, or newly issued from time to time for notice and compliance by all Resident/Fellow Physicians, and may be accessed at the UPMCME Graduate Medical Education website, and from the Residency Program Director or UPMCME Office of Graduate Medical Education.

NOW, THEREFORE, intending to be legally bound, UPMCME and Resident/Fellow Physician agree as follows:

1) **TERM OF AGREEMENT**

This Agreement shall be in effect beginning _____ and shall continue until _____. The term of this Agreement may not exceed one (1) year unless renewed or extended in writing by UPMCME authorized representatives under then current practices and the Resident/Fellow Physician has no expectations otherwise.

2) **RENEWAL OR EXTENSION OF AGREEMENT**

Renewal or extension of this Agreement is dependent upon minimally satisfactory progress by the Resident/Fellow Physician as determined solely by evaluation of the Resident/Fellow's performance by the Residency Program Director and faculty. UPMCME shall use best efforts to notify Resident/Fellow Physician at least one hundred and twenty (120) days prior to the expiration of the current term of the Agreement regarding renewal or non-renewal of this Agreement and, if renewed, the term of such renewal. However, if the primary reason(s) for the non-renewal occurs within the four months prior to the expiration of the then current term, the Resident/Fellow Physician shall be provided with as much notice of non-renewal intent as the circumstances will reasonably permit. In any event, nothing herein contained shall be construed to confer upon Resident/Fellow Physician an automatic right to extension of this Agreement for a subsequent residency year or part thereof.

3) **TERMINATION OF AGREEMENT AND DUE PROCESS**

Resident/Fellow Physician may terminate this Agreement voluntarily by providing no less than sixty (60) days prior written notice to the Program Director.

(b) UPMCME may terminate this Agreement via the Residency Program's termination process as outlined in the Residency Program's Evaluation, Appointment, and Termination Policy. UPMCMEP may terminate this Agreement with or without notice should Resident/Fellow fail to attain and retain all requirements of training; see Section 7 herein.

(c) UPMCME may terminate this Agreement immediately and without notice in the event Resident/Fellow Physician is charged with or convicted of a serious misdemeanor or felony or enters a plea of no contest (nolo contendere) to same, or is charged with serious misbehavior in any forum and of any type where inimical to the Residency Program or UPMCME institutional standards (in the sole determination of UPMCME senior management) before or during the term of this Agreement.

(d) A Resident/Fellow Physician who is terminated from the Residency Program may request fair and reasonable review of that decision under the UPMCME Grievance and Appeal policy.

4) **ASSIGNMENT OF RESIDENT/FELLOW PHYSICIAN**

RESPONSIBILITIES

The Residency Program Director or his/her assigned designee is responsible for the delineation of Resident/Fellow Physician responsibilities.

5) LEVEL OF TRAINING APPOINTMENT

The Residency Program Director is responsible for determining the Resident/Fellow Physician's level of training appointment and the specific assigned duties therewith. By this Agreement, the Resident/Fellow Physician is appointed as a PGY ___ Resident/Fellow in the _____ Residency Program.

6) FINANCIAL SUPPORT AND BENEFITS

(a) The UPMCME shall provide appropriate financial support and benefits (including vacation, paid and unpaid leave) to ensure that Resident/Fellow Physician is able to fulfill the responsibilities of the Residency Program. Resident/Fellow Physician's financial support and benefits for the appointment described herein are summarized and located at the UPMCME Graduate Medical Education website, **in effect or modified from time to time by UPMCME at its discretion. UPMCME will use its best efforts to notify Resident/Fellow Physician of significant changes as they occur with respect to such financial support or benefits.**

(b) No payment or compensation of any kind or nature shall be paid to or accepted by Resident/Fellow Physician from patients or third party payers or any other sources for performance or any services rendered pursuant to this Agreement.

7) RESIDENT/FELLOW PHYSICIAN PREREQUISITES TO BEGIN TRAINING

Eligibility to begin training and receive the financial support and benefits outlined in this Agreement requires at least the following:

(a) The Resident/Fellow Physician's ability to demonstrate that he/she is a graduate of an accredited medical/osteopathic/dental school.

(b) The Resident/Fellow Physician's ability to deliver information and documents for UPMCME to properly complete Form I-9, and, as applicable, a copy of an appropriate visa as required by the U.S. Department of Citizenship and Immigration Services (CIS) and to demonstrate certification by the Educational Commission for Foreign Medical Graduates (ECFMG), and all other similar authoritative bodies.

(c) The Resident/Fellow Physician's ability to obtain a valid graduate training license from the Commonwealth of Pennsylvania and to comply with the applicable provisions of Pennsylvania law pertaining to licensure.

(d) The Resident/Fellow Physician's ability to demonstrate he/she is fit for duty, including the passing of a medical screening prior to commencement of appointment performance hereunder.

(e) Satisfactory completion of a pre-employment test to rule out the use of non-approved substances under applicable UPMCME/UPMC policies and practices supporting a drug- and alcohol-free work environment.

(f) Satisfactory completion of employment, reference, criminal history and other standard UPMCME/UPMC background checks under applicable UPMCME/UPMC policies and practices.

In circumstances where Resident/Fellow Physician has not met eligibility requirements prior to start date, this Postgraduate Training Agreement shall become null and void at the sole discretion of UPMCMEP.

8) OBLIGATIONS OF RESIDENT/FELLOW PHYSICIAN IN TRAINING

Appointment as a UPMCME Resident/Fellow Physician is an honor associated with previous accomplishments and presumed capabilities as well as with significant continuing obligations hereunder by which the Resident/Fellow Physician agrees to perform and obtain competencies, including without limitation, summarized as follows:

(a) Provide the Program Director written notification of any change in status regarding prerequisites in Section 7 above, regarding education, license, visa, and fitness for duty.

(b) Meet the clinical (patient care) requirements of residency training.

(c) Meet the academic (conference and study) requirements of residency training, as specified by the Residency Program.

(d) Meet the humanistic (doctor-patient relationship) requirements of residency training.

(e) Meet the scientific (scholarly and/or research) requirements of residency training.

(f) Meet the professional (peer and colleague relationship) requirements of residency training.

- (g)** Meet the moral and ethical requirements of residency training.
- (h)** Complete medical records on a timely basis as directed by the Program Director unless there is a valid excuse (e.g., vacation, illness, out-of-town rotation).
- (i)** Complete History and Physicals on a timely basis as directed by the Program Director.
- (j)** Be cost effective in the provision of patient care.
- (k)** Always seek and utilize appropriate supervision.
- (l)** Perform at a level commensurate with the level of training and responsibilities assigned by the Program Director.
- (m)** Use best efforts to work with other members of the health care team to provide a quality, respectful, safe, effective and compassionate environment for the delivery of care and the study of medicine.
- (n)** When on rotation become familiar with and abide by the rules, regulations, policies and practices of each hospital or health care facility participating site, including without limitation, those on HIPAA compliance, Disaster Plan, Fire Safety, Radiation Safety and Electrical Safety.
- (o)** Become familiar with and abide by the respective Residency Program's Manual.
- (p)** Abide by the overall rules, regulations and practices of the Residency Program e.g. Duty Hours, certification in Basic and Advanced Cardiac Life Support, Universal Precautions, Infection Control Procedures.
- (q)** Immediately notify the Residency Program Director in the event the Resident/Fellow Physician becomes aware of any circumstance that may cause UPMCME or any participating hospital or health care facility site to be noncompliant with any federal, state or local laws, rules or regulations or the standards of any accrediting bodies to which it is subject.
- (r)** Exercise utmost good faith with respect to maintaining the confidentiality of information and materials learned or acquired by virtue of providing services pursuant to this Agreement, including, but not limited to business affairs of UPMCME and any participating hospital or health care facility site.
- (s)** Authorize the program director/designee, as necessary, to access appropriate institutions to obtain written documentation/confirmation of prior education and/or training.
- (t)** Return all property of UPMCME or any hospital or health care facility participating site at the time of the expiration or in the event of termination of this Agreement, including without limitation, identification card, beeper, books, equipment, library card, parking card, and to complete all records and settle all professional and financial obligations before academic and professional credit will be verified.

9) **OBLIGATIONS OF UPMCME**

- (a)** UPMCME shall use its best efforts to exhibit institutional commitment to graduate medical education by providing a program of education that meets standards established by the appropriate accreditation bodies, including, but not limited to, the Accreditation Council for Graduate Medical Education (ACGME), American Osteopathic Association (AOA), American Dental Association (ADA), as well as the Specialty Boards of the Residency Programs.
- (b)** UPMCME shall use its best efforts to provide the Resident/Fellow Physicians with a reasonable opportunity to fulfill the obligations set forth in Section 8.
- (c)** UPMCME shall use its best efforts to maintain its staff and affiliated facilities in a manner designed to meet the standards established by the appropriate recognized accrediting and approving bodies.
- (d)** UPMCME shall provide on-call quarters within the hospital when Resident/Fellow Physician is required to be physically present at a hospital or health care facility. Such on-call quarters are to be occupied only at those times that the Resident/Fellow Physician is scheduled for on-call duty. On-call rooms are not to be used as a residential facility or for any other personal use.
- (e)** UPMCME will comply with the Americans with Disabilities Act and all other applicable laws and directives including UPMC Human Resources policies in terms of making required reasonable accommodation determinations with respect to applicable UPMCME residents and fellows.
- (f)** UPMCME Residency Programs will assign resident responsibilities based on the ACGME Duty Hour requirements. The Residency Program will abide by UPMCME's institutional policy on Duty Hours which is located on the UPMCME GME website.

(g) UPMCME will provide professional liability insurance for authorized services within the teaching programs performed at UPMCME or at other institutions in which the Resident/Fellow Physician performs services as part of the formal teaching program to which he/she is assigned. Such insurance shall insure Resident/Fellow Physician for claims made during and after termination of this Agreement, which are based on alleged conduct that occurred during the term of this Agreement. The amounts of such insurance shall, at minimum, meet the statutory requirement of the Commonwealth of Pennsylvania.

(h) UPMCME Residency Programs will provide regular evaluation and feedback as to the Resident/Fellow Physician's status within his/her Residency Program.

(i) UPMCME's Residency Programs will award academic credit in accordance with requirements and policies of the Residency Program.

(j) UPMCMEP will provide, upon proper authorization and request, verification of appointment-related information to appropriate organizations, e.g. state boards, specialty boards, medical staffs, health providers, etc. consistent with Resident/Fellow's performance in the Residency Program.

(k) UPMCME will facilitate Resident/Fellow access to appropriate and confidential counseling, medical and psychological support services, as needed.

(l) The Residency Program will abide by UPMCME's institutional policy on impairment. The Resident/Fellow Physician will be educated regarding physician impairment, including substance abuse, at orientation and as a part of the Residency Program curriculum.

(m) In accordance with the ACGME requirements, UPMCME provides policies and procedure regarding the closure/reduction of the residency program.

10) RESIDENT/FELLOW PHYSICIAN EVALUATION, PROMOTION, REMEDIATION, SUSPENSION AND TERMINATION.

The Resident/Fellow Physician is expected to provide the necessary effort to perform at or above a satisfactory level in the Residency Program. The Resident/Fellow Physician's performance will be evaluated regularly with periodic feedback provided. Resident/Fellow Physicians who remain in good standing and who produce at least satisfactory continuing performance as determined by the Program Director and Residency Program faculty may be eligible for promotion to the next level of responsibility and ultimately may be awarded a certificate of completion from the Residency Program. However, in all cases, the term of this Agreement shall not exceed one (1) year.

Resident/Fellow Physicians who have performed at a lower than satisfactory level or fail to meet program requirements for progress approval as determined by the Program Director and Residency Program faculty, may be provided with an opportunity for remediation and performance improvement.

Resident/Fellow Physicians who fail to improve may be required to extend their training, or may be placed on probation, suspended or terminated. Resident/Fellow Physicians engaged in unacceptable or egregious misconduct, as determined by the Program Director in consultation with the ACGME Designated Institutional Official for UPMCME and/or Vice President for Graduate Medical Education, may be immediately suspended or terminated. The specific processes for evaluation, promotion, remediation, suspension and termination within the Residency Program should be outlined in the departmental policy manual or otherwise described by the Program Director.

11) COMPENSATED WORK OUTSIDE OF RESIDENCY (MOONLIGHTING)

The UPMCME GME policy for compensated work outside of the Residency Program is described in the UPMCME GME policy on moonlighting. The Resident/Fellow Physician agrees that he/she must receive prior written approval and authorization from the Program Director before planning to or engaging in such activity.

12) NON-DISCRIMINATION

UPMCME complies with all applicable federal, state and local laws and regulations relating to non-discrimination in employment. UPMCME does not and will not discriminate on the basis of race, color, age, sex, sexual orientation, religion, ancestry, citizenship, national origin, marital, familial or disability status or veteran status, or any other characteristic protected by applicable law with respect to any aspect of employment.

13) SEXUAL/RACIAL/ETHNIC HARASSMENT

The UPMCME strives to provide training to all Resident/Fellow Physicians in an environment that is free from sexual, racial, ethnic or other prohibited harassment. All allegations of sexual harassment will be thoroughly and discretely investigated per the UPMCME Sexual/Racial/Ethnic Harassment Policy.

14) RESIDENT/FELLOW PHYSICIAN GRIEVANCE

Should Resident/Fellow Physician have a grievance against or appeal concerning the Residency Program or UPMCME, the UPMCME Grievance and Appeal policy governs the Resident/Fellow Physician.

15) **ILLNESS OR INJURY RELATED TO RESIDENCY PROGRAM INVOLVEMENT**

Any illness or injury related to Residency Program involvement must be reported immediately to the Program Director or his/her designee, and the UPMCME Office of Graduate Medical Education. Absences necessitated by such illnesses or injuries will be addressed in accordance with UPMCME policy. Academic credit will be considered on an individual basis by the Program Director in consultation with the ACGME Designated Institutional Official for UPMCME and/or Vice President for Graduate Medical Education, in accordance with State Licensing and Specialty Board requirements.

16) **GENDER**

Whenever the context hereof requires, the gender of all words shall include the masculine and/or feminine.

17) **STRICT PERFORMANCE**

No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue to full force and effect with respect to any other existing or subsequent breach.

18) **CAPTIONS AND CONSTRUCTIONS**

The captions used as headings of the various paragraphs hereof are for convenience only, and the parties agree that such captions are not to be construed to be part of this Agreement or to be used in determining or construing the intent or context of this Agreement.

19) **SEVERABILITY**

If any clause, sentence, provision, or other portion of this Agreement is or becomes illegal, null, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in force and effect.

20) **ENTIRE AGREEMENT**

This Agreement supersedes any and all prior Agreements, either oral or in writing, between the parties with respect to the subject matter hereof, and contains the entire agreement between the parties relating to said subject matter.

21) **CONTROLLING LAW**

The laws of Commonwealth of Pennsylvania hereunder shall in all respects govern this Agreement, the interpretation and enforcement thereof, and the rights of the parties.

22) **EXPRESS ACKNOWLEDGEMENT**

Resident/Fellow Physician hereby acknowledges that she/he has read and understands the terms contained in this agreement, all attachments hereto, and all applicable policies and procedures referenced herein including those found at the previously referenced UPMCME Graduate Medical Education website and any other policies and procedures applicable to the Residency Program.