UPMC MEDICAL EDUCATION
POSTGRADUATE TRAINING AGREEMENT

THIS AGREEMENT, dated as of _____ is entered into by and between **Jane Smith Doe** (hereinafter referred to as "Resident/Fellow Trainee") and UPMC Medical Education, a Pennsylvania non-profit corporation (hereinafter referred to as "UPMC ME") which is the graduate medical education (GME) sponsoring institution and managing corporate entity for various UPMC system tax exempt hospitals operating Accreditation Council for Graduate Medical Education (ACGME) approved GME training programs as well as other healthcare discipline accredited graduate education programs.

WITNESSETH:

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

WHEREAS, this Agreement further sets forth obligations and expectations of UPMC ME in connection with providing an appropriate environment for residency/fellowship training for the Resident/Fellow Trainee; 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 Trainees, and may be accessed on UPMC ME MedHub, and from the Residency/Fellowship Program Director or UPMC ME Office of Graduate Medical Education.

NOW, THEREFORE, intending to be legally bound, UPMC ME and Resident/Fellow Trainee agree as follows:

1) TERM OF AGREEMENT

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

2) RENEWAL OR EXTENSION OF AGREEMENT

Renewal or extension of this Agreement is dependent upon satisfactory progress by the Resident/Fellow Trainee as determined by evaluation of the Resident/Fellow's performance by the Residency/Fellowship Program Director and faculty. UPMC ME shall use best efforts to notify Resident/Fellow Trainee at least ninety (90) 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 three months prior to the expiration of the then current term, the Resident/Fellow Trainee 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 Trainee an automatic right to extension of this Agreement for a subsequent residency/fellowship year or part thereof.

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3) TERMINATION OF AGREEMENT AND DUE PROCESS

(a) Resident/Fellow Trainee may terminate this Agreement voluntarily by providing no less than ninety (90) days prior written notice to the Program Director.
(b) UPMC ME may terminate this Agreement pursuant to applicable UPMC termination process including without limitation the UPMC ME Resident/Fellow Re-Appointment, Renewal, Non-Promotion, Remediation, Probation, Suspension and Dismissal Policy.
(c) UPMC ME may terminate this Agreement with or without notice should Resident/Fellow fail to attain and retain all requirements of training; see Section 7 herein.
(d) UPMC ME may terminate this Agreement immediately and without notice in the event Resident/Fellow Trainee 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/Fellowship Program or UPMC ME institutional standards (in the sole determination of UPMC ME leadership) before or during the term of this Agreement.
(e) A Resident/Fellow Trainee who is terminated from the Residency/Fellowship Program after the Effective Date of this agreement may request fair and reasonable review of that decision under the UPMC ME Grievance and Appeal policy.

4) ASSIGNMENT OF RESIDENT/FELLOW TRAINEE RESPONSIBILITIES

The Residency/Fellowship Program Director or their assigned designee is responsible for the delineation of Resident/Fellow Trainee responsibilities.

5) LEVEL OF TRAINING APPOINTMENT

Contingent upon the approval of the training level by UPMC ME, the Residency/Fellowship Program Director is responsible for determining the Resident/Fellow Trainee's level of training appointment and the specific assigned duties therewith. By this Agreement, the Resident/Fellow Trainee is appointed as a **PGY #** Resident/Fellow in the **SPECIALTY** Residency/Fellowship Program.

6) FINANCIAL SUPPORT AND BENEFITS

(a) UPMC ME shall provide appropriate financial support and benefits upon enrollment (including vacation, paid and unpaid leave) to ensure that Resident/Fellow Trainee is able to fulfill the responsibilities of the Residency/Fellowship Program. Resident/Fellow Trainee's financial support and benefits for the appointment described herein are summarized and located at the UPMC ME website, in effect or modified from time to time by UPMC ME at its discretion. UPMC ME will use its best efforts to notify Resident/Fellow Trainee 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 Trainee from patients or third-party payers or any other sources for performance or any services rendered pursuant to this Agreement.

7) RESIDENT/FELLOW TRAINEE 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 Trainee's ability to demonstrate that they are a graduate of an accredited medical/osteopathic/dental school.
(b) The Resident/Fellow Trainee's affirmative cooperation with delivering information and documents for UPMC ME 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.

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(c) The Resident/Fellow Trainee's ability to obtain a valid graduate training license from the State of Ohio and to comply with the applicable provisions of Ohio law pertaining to licensure.
Failure to obtain the required licensure within sixty (60) days of the effective date in paragraph 1 of this contract may result in dismissal from the Program.
(d) The Resident/Fellow Trainee's ability to demonstrate they are 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 UPMC ME/UPMC policies and practices supporting a drug and alcohol-free work environment.
(f) Satisfactory completion of employment, reference, criminal history and other standard UPMC ME/UPMC background checks under applicable UPMC ME/UPMC policies and practices.
(g) Documentation of satisfactory completion of pre-requisite post-graduate clinical education based upon Institutional Requirements and Program Requirements, including without limitation, milestones assessment, professional or personal conduct, as applicable.

In circumstances where Resident/Fellow Trainee is not eligible for appointment prior to the Agreement start date, this Postgraduate Training Agreement shall become deferred, or null and void at the sole discretion of UPMC ME.

8) OBLIGATIONS OF RESIDENT/FELLOW TRAINEE IN TRAINING

Appointment as a UPMC ME Resident/Fellow Trainee is an honor associated with previous accomplishments and presumed capabilities as well as with significant continuing obligations hereunder by which the Resident/Fellow Trainee 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/fellowship training.
(c) Meet the academic (conference and study) requirements of residency/fellowship training, as specified by the Residency/Fellowship Program.
(d) Achieve specialty-specific milestones as specified by the Residency/Fellowship Program, as applicable.
(e) Meet the humanistic (doctor-patient relationship) requirements of residency/fellowship training.
(f) Meet the scientific (scholarly and/or research) requirements of residency/fellowship training.
(g) Meet the professional (peer and colleague relationship) requirements of residency/fellowship training.
(h) Meet the moral and ethical requirements of residency/fellowship training.
(i) 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)
(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 and Faculty.
(m) 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 or educational experience, become familiar with and abide by the rules, regulations, policies and practices of each hospital or healthcare facility participating site, including without limitation, those on HIPAA compliance, Disaster Plan, Fire Safety, Radiation Safety and Electrical Safety.
(o) Abide by the respective Residency/Fellowship Program's Educational Information and Procedures.
(p) Abide by the overall rules, regulations and practices of UPMC and the UPMC ME Residency/Fellowship Program, e.g. including, without limitation, Work Hours (including entry of Work Hours correctly and accurately in MedHub), certification in Basic and Advanced Cardiac Life Support, Universal Precautions, Infection Control Procedures, timely completion of ACGME surveys and UPMC ME surveys and training modules, and assuring USMLE 3 or COMLEX 3 has been attempted during the first year of training and passage prior to the PGY-3 training year.
(q) Immediately notify the Residency/Fellowship Program Director and Site Director in the event the

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Resident/Fellow Trainee becomes aware of any circumstance that may cause UPMC ME or any participating hospital or healthcare 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 UPMC ME and any participating hospital or healthcare facility site.
(s) Authorize the Program Director/Designee as necessary to access appropriate institutions to obtain written documentation/confirmation of prior education, training and/or milestones assessment.
(t) Authorize UPMC ME to share certain data collected from Resident/Fellow Trainee as requested or required by relevant third-party entities such as accrediting bodies, certifying boards, and research entities (including, but not limited to, the ACGME and American Medical Association) in order to reduce data entry redundancies for UPMC ME and program directors and to conduct research focused on the evaluation and improvement of graduate medical education. Data shared may include, but is not limited to, social security numbers, Resident/Fellow Trainee data, and milestones data. Resident/Fellow Trainees are advised to contact their program director with any questions or concerns pertaining to this disclosure of information.
(u) Return all property of UPMC ME or any hospital or healthcare 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, computers, equipment, library card, parking card, and complete all records and settle all professional and financial obligations before academic and professional credit will be verified.

9) OBLIGATIONS OF UPMC ME

(a) UPMC ME 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), Council on Podiatric Medical Education (CPME), Commission on Dental Accreditation (CODA), American Society of Health-System Pharmacists (ASHP) as well as the American Board of Medical Specialties (ABMS) Programs.
(b) UPMC ME shall use its best efforts to provide the Resident/Fellow Trainees with a reasonable opportunity to fulfill the obligations set forth in Section 8.
(c) UPMC ME 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) UPMC ME shall provide access to quarters within the hospital when Resident/Fellow Trainee is required to be physically present at a hospital or healthcare facility. Sleep/Rest rooms provide safe, quiet and private sleep/rest facilities for Resident/Fellow Trainees to support education and safe patient care and are not to be used as a residential facility or for any other personal use.
(e) UPMC ME 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 UPMC ME residents and fellows.
(f) ACGME Work hour requirements are enforced across all UPMC programs. The Residency/Fellowship Program will abide by UPMC ME's institutional policy on Work Hours that is located in UPMC ME's Resident Management Database System (MedHub).
(g) UPMC ME will obtain and maintain professional "malpractice" liability insurance that will cover authorized services within the teaching programs performed at UPMC ME or at other institutions in which the Resident/Fellow Trainee performs services as part of the formal teaching program to which they are assigned. Such insurance shall insure Resident/Fellow Trainee for claims arising from clinical events or alleged clinical conduct that occurred during the term of this Agreement. The amounts of such insurance shall, at minimum, meet the statutory requirement of the State of Ohio, but in no event be less than $1,000,000 per claim and $3,000,000 annual aggregate. Where such approved domestic or international elective rotations occur beyond UPMC system facilities, UPMC operates under the "Home Host" principle where the receiving/home host institution is expected to provide appropriate professional "malpractice" liability insurance coverage for the UPMC ME Resident/Fellow Trainee. Exceptions for justifiable cause will be considered on individual case basis by UPMC ME as part of the rotation review and approval process managed by UPMC ME.

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(h) UPMC ME Residency/Fellowship Programs will provide regular evaluation and feedback as to the Resident/Fellow Trainee's status within their Residency/Fellowship Program.
(i) UPMC ME will provide, upon proper authorization and request, verification of appointment-related information and status/completion of training to appropriate organizations, e.g. state boards, specialty boards, medical staffs, health providers, etc. consistent with Resident/Fellow's performance in the Residency/Fellowship Program.
(j) UPMC ME will facilitate Resident/Fellow access to appropriate and confidential counseling, medical, mental health, personal and other well-being type support services, as needed. The Resident and Fellow Assistance Program (RFAP) provides a confidential resource to Resident/Fellow Trainees who may be experiencing personal problems. The RFAP will help to identify and explore alternative solutions to problems that may be emotional, financial, legal, and marital or substance related.
(k) The Residency/Fellowship Program will abide by UPMC corporate and UPMC ME's institutional policies on impairment.
(l) In accordance with the ACGME requirements, UPMC ME provides policies and procedure regarding the closure/reduction of the residency/fellowship program.

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

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

Resident/Fellow Trainees 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/Fellowship Program faculty, may be provided with an opportunity for remediation and performance improvement.

Resident/Fellow Trainees who fail to improve may be required to extend their training (which may have a potential impact on eligibility for Board examinations and certifications), or may be placed on probation, suspended or terminated. Resident/Fellow Trainees engaged in unacceptable or egregious misconduct, as determined by the Program Director in consultation with the Designated Institutional Official for UPMC ME and/or their designee, may be immediately suspended or terminated.

11) LEAVE OF ABSENCE

Resident/Fellow Trainees granted leave shall be responsible for making up the leave time in terms of maintaining his or her satisfactory performance and program progression, as determined by the Program Director and documented via the Leave of Absence Attestation Form and/or other supporting written documentation outlining the program extension time. A leave of absence may result in an extension of the total length of the time required to complete the training program and may potentially impact on eligibility for Board examinations and certifications. The Program Director shall confirm in a timely manner, the effect that the Leave of Absence will have on training. All leaves will be processed in accordance with the UPMC and UPMC ME Policies and Guidelines on leave such as Family and Medical Leave of Absence (FMLA), Personal Leave of Absence (PLOA), Administrative Leave of Absence, Paid Parental Leave of Absence, Paid Time Off (PTO) and Trainee Leave of Absence (TLOA), as applicable.

12) COMPENSATED WORK OUTSIDE OF RESIDENCY (MOONLIGHTING)

The UPMC ME policy for compensated work outside of the Residency/Fellowship Program is described in the UPMC ME policy on Moonlighting and Clinical Skills Enhancement (CSE) Activities by Residents/Fellows. The Resident/Fellow Trainee agrees that they must receive prior written approval and authorization from

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the Program Director before planning to or engaging in such activity. Any Resident/Fellow Trainee training under a J-1 Exchange Visitor visa sponsored by ECFMG shall refer to the UPMC ME policy on Resident/Fellow visas as it pertains to potential additional compensation.

13) NON-DISCRIMINATION

UPMC ME complies with all applicable federal, state and local laws and regulations relating to non-discrimination in employment. UPMC ME does not and will not discriminate on the basis of race, color, age, sex, sexual orientation, genetics, gender identity, 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.

14) SEXUAL/RACIAL/ETHNIC HARASSMENT

UPMC ME strives to provide training to all Resident/Fellow Trainees in an environment that is free from sexual, racial, ethnic or other prohibited harassment. All allegations of sexual harassment will be thoroughly and appropriately investigated per the UPMC Harassment-Free Workplace Policy.

15) RESIDENT/FELLOW TRAINEE GRIEVANCE OR APPEAL

Should Resident/Fellow Trainee have a grievance against or appeal concerning the Residency/Fellowship Program or UPMC ME, the UPMC ME Grievance and Appeal policies govern the Resident/Fellow Trainee.

16) ILLNESS OR INJURY RELATED TO RESIDENCY/FELLOWSHIP PROGRAM INVOLVEMENT

Any illness or injury related to Residency/Fellowship Program involvement must be reported immediately to the Program Director or their designee. The Resident/Fellow Trainee must notify UPMC Workpartners Claims Management Services as soon as possible, in any case, within 48 hours of the incident, as required by all applicable UPMC Policies. If the Resident/Fellow Trainee is unable to contact Workpartners in a timely manner, the Program Director or designee may initiate contact with Workpartners on behalf of the Resident/Fellow Trainee. If medical care is required an appointment should be scheduled with a Panel Provider (if emergency treatment is required, go to the closest hospital emergency department). Any needle stick or other possible exposure to blood borne pathogens must be reported to the designated Employee Health Department or Emergency Department for both initial and follow-up treatment, as required by all applicable UPMC Policies.

Absences necessitated by such illnesses or injuries will be addressed in accordance with UPMC ME policy. Resident/Fellow Trainee status in the respective Residency/Fellowship Program and satisfactory completion of education and training will be considered on an individual basis by the Program Director in consultation with the Designated Institutional Official for UPMC ME in accordance with State Licensing and Specialty Board requirements.

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.

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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 Trainee hereby acknowledges that they have read and understand the terms contained in this agreement, all attachments hereto, and all applicable policies and procedures referenced herein including those found at the previously referenced UPMC ME website and any other policies and procedures applicable to the Residency/Fellowship Program.

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IN WITNESS WHEREOF, the parties hereto accept the terms and conditions herein and have caused this Agreement to be executed on the day and year herein above first written.

_____

Resident

Jane Smith Doe
Resident/Fellow Trainee

For **UPMC ME**

_____

Program Director

_____

Samantha Cascone, MPA
Vice President
for UPMC Medical Education

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