

LETTER OF AGREEMENT
FOR RESIDENT EDUCATION AT YORK HOSPITAL

THIS AGREEMENT, made the ____ day of _____, 2009, by and between YORK HOSPITAL, a non-profit corporation operating a hospital at 1001 South George Street, York, Pennsylvania, hereinafter referred to as "Hospital", and «First_Name» «MI» «Last_Name», «Degree», a graduate of the «MedicalDental_School», Class of «Grad_Year», hereinafter referred to as "Physician/Dentist", and intending to be legally bound do agree as follows:

1. The term of this Agreement shall begin on «Contract_Start_Date» and terminate on «Contract_End_Date».

Ordinarily, the Physician/Dentist will be reappointed on an annual basis when recommended by their Program Director until the completion of the Residency training for which they were accepted. Dismissal from the Residency for inadequate performance or unethical behavior is undertaken by the Program Director and may be appealed as described in the House Officers Handbook.

2. The above-named Physician/Dentist during the term of this Agreement accepts the position of «Residency_Year» «Current_Program» Resident at York Hospital for the term of this Agreement. During this term, he/she agrees to perform such assignments of the Hospital, conscientiously, to the best of his/her ability, and under the highest personal bond of professional morals and ethics. The Physician/Dentist agrees to abide by all rules and regulations of the Hospital, both stated and published, and accepts the direction of the Program Director. Failure to perform such assignments or to comply with such rules and regulations may result in dismissal from the Residency program and termination of this Agreement.

Notwithstanding the terms of any rules, regulations, and procedures to the contrary, the Program Director may, with the concurrence of a majority of the department's education committee, immediately remove a Resident from his/her position and/or dismiss such Resident from the Residency program when the Resident's clinical performance or professional judgment falls below the level expected of a Resident of such station and experience.

3. The Hospital agrees to provide the Physician/Dentist with a stipend of «Stipend» yearly payable on a bi-weekly basis. Taxes and deducted benefits are withheld from the stipend. The Physician/Dentist agrees to accept no fees, salaries, or other payment for services by any other agency or individual, other than for such services as shall be agreed upon or approved by the Program Director and Director of Medical Education. The hospital may charge fees for services rendered by the Physician/Dentist during the term of this Agreement and the Physician/Dentist assigns to the hospital the rights to all such fees.

4. During the term of this Agreement, the Hospital agrees to insure the Physician/Dentist under the following insurance programs:
 - a. The Physician/Dentist may choose one of several health insurance plans upon payment of a nominal monthly charge. The Physician/Dentist's spouse and children under the age of nineteen (19) may be enrolled in the plan at the expense of the Physician/Dentist.
 - b. Dental insurance coverage in accordance with the Hospital's insurance plan upon payment of a nominal monthly charge. The Physician/Dentist's spouse and children under the age of nineteen (19) may be enrolled in the dental insurance plan at the expense of the Physician/Dentist.
 - c. Vision Service Plan coverage in accordance with the Hospital's insurance plan upon payment of a nominal monthly charge. The Physician/Dentist's spouse and children under the age of nineteen (19) may be enrolled in the vision insurance plan at the expense of the Physician/Dentist.
 - d. Disability insurance for payment of income in accordance with benefits set forth in the policy insuring the Hospital employees for disabling injuries or illness including contracting HIV infection.
 - e. Term life insurance in the amounts set forth in the Hospital's group life insurance policy.
 - f. The Physician/Dentist shall be an insured party under the Hospital's present professional liability coverages. This trust and plan, within the limits of liability of the plan, covers the Physician/Dentist against any suits or judgments entered against him/her as a result of being liable for any action he/she may take in the interest of professional care or professional contact with a patient in the Hospital, its clinics, its Emergency Department, or in concert with any aspect of its training programs. Said coverage will be afforded for all claims occurring during the Residency period and for claims arising from their Residency but filed after completion of their program.
 - g. The Physician/Dentist shall be entitled to access to the Employee Assistance Program (EAP) for appropriate and confidential counseling services regarding medical and psychological support services as well as physician impairment.
5. The Physician/Dentist will be granted a paid leave free of classroom and/or clinical responsibilities for «PTO» PTO (paid time off) days per year, exclusive of weekends and holidays, such time to be scheduled with the approval of the Program Director and Director of Medical Education. If a Resident is in need of additional time away, the Leave of Absence policy will be followed. The policy is available in the House Officers Handbook.
6. Appropriate time allowance will be made for the Physician/Dentist when necessary in the event of illness.

7. Accommodations for residents with disabilities will be made based on the current Human Resources policy.
8. The Hospital agrees to provide a maximum of five (5) educational leave days to be used for a home study course, library/research work, study for exams, an away conference, or a combination thereof as long as the total leave (including travel) does not exceed the five (5) day maximum. The Hospital also agrees to provide a maximum of «Ed_Allowance» to be used toward the purchase of journals, books, association dues, away conference expenses, and/or board review materials or a combination thereof. Arrangements are subject to published guidelines and to approval by the Program Director and Director of Medical Education.
9. The Hospital will furnish lab coats and/or scrubs. The Hospital will launder all hospital issued lab coats.
10. The Hospital agrees to supply full room and board without charge during those hours when the Physician/Dentist is normally present in the Hospital for duty. When the Physician/Dentist is on duty on weekends or holidays, meals for dependents will be provided without charge. At other times, dependents' meals will be provided at employee rates.
11. The Hospital warrants that the rotations of service will be acceptable as Resident experience under the Regulations of the Commonwealth of Pennsylvania and Dental Licensure Act and the accreditation mandates of the American Dental Association and the Accreditation Council for Graduate Medical Education.
12. The Physician/Dentist agrees to be present in the Hospital or other assigned clinical area and normally available for duties assigned to him/her between the hours of 7:00 a.m. and 6:00 p.m. daily Monday through Friday, between 7:00 a.m. and 1:00 p.m. on Saturday, and on such hours as assigned by the Program Director on Sunday. He/she additionally agrees to be present in the Hospital for any night assignment or weekend assignment he/she may be given at the discretion of the Program Director. The Hospital recognizes that long duty hours extending over an unreasonably long period of time are not consistent with the primary objective of graduate medical education or the efficient delivery of high quality patient care. The Program Director is responsible for the fair scheduling of duty time, including provision of adequate off-duty hours. The House Officers Handbook references a moonlighting policy.
13. At the beginning of the first year of training, the Hospital and Physician/Dentist agree to provide and submit to respectively: PPD, Rubella Titer (dependent on immunization status), Rubeola (measles - dependent on immunization status), HBsAb (Hepatitis B Surface Antibody - if not known), Urine for drug screening, and Varicella Titer (if negative history or if chicken pox before 1 year). A 14" x 17" chest x-ray will be taken in the event there is a positive skin test. Additionally, an annual PPD as well as post-exposure PPDs are required.

14. In all matters of day-to-day activities of professional care, and relationships with the Hospital Administration, Nursing, or Medical Staff, the Physician/Dentist is to have the right of appeal according to the grievance procedure described in the House Officers Handbook. The Physician/Dentist agrees to abide by the Hospital's policies published in the House Officers Handbook including the sexual harassment, duty hour, and moonlighting policies.
15. The Physician/Dentist agrees to accept, as his/her moral and professional obligation, the maintenance of the highest standards of performance in relation to his/her own educational continuation, patient care, the education of other house staff members, professional ethics and morals, and personal integrity and neatness. The Physician/Dentist agrees to aid the Hospital, its Education Committee, and the Director of Medical Education in the contact, orientation, and information of prospective applicants for Residency in the Hospital, when such aid does not interfere with her/her own education responsibility.
16. The Physician/ Dentist agrees to cooperate with and participate in the York Hospital's quality management, utilization management, and risk management activities.
17. The Hospital agrees to furnish a certificate of service to the Physician/Dentist at the close of his/her training experience with the Hospital, and to maintain a file for future recommendations based upon the judgment of the Hospital and its Medical Staff.
18. When applicable, this Agreement shall be subject to the approval of the State Board of Medicine, State Board of Osteopathic Medicine or State Board of Dentistry.
19. This Agreement is intended to cover aspects of the relationship between the Hospital and the Physician/Dentist except those specifically stipulated by the relevant specialty board or residency review committee.
20. At all time during the course of this Agreement, the Physician/Dentist shall be considered a student enrolled in the Hospital's clinical Residency program and nothing in this Agreement or in the relationship between the Hospital and the Physician/Dentist should be construed as creating a contract of employment or an employment relationship.

YORK HOSPITAL

PHYSICIAN/DENTIST

 Richard W. Sloan, M.D., R.Ph.
 Director of Medical Education

 «First_Name» «MI» «Last_Name», «Degree»

 Date

 Date

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