

LEHIGH VALLEY HOSPITAL GRADUATE TRAINING AGREEMENT

This AGREEMENT made this «GTA_Day» day of «GTA_Month» 2018, between **Lehigh Valley Hospital**, a Pennsylvania non-profit corporation having its office at Cedar Crest Boulevard & I-78, P.O. Box 689, Allentown, Lehigh County, Pennsylvania, party of the first part (hereinafter called "LVH") and «First_Name» «Last_Name», «Credentials» (herein after called "Graduate Trainee").

WITNESSETH:

WHEREAS, LVH provides patient care, medical education, and research in accordance with accepted professional standards; and

WHEREAS, the Graduate Trainee desires to begin or to continue a residency or fellowship in «Department» at LVH.

Now, THEREFORE, in consideration of the covenants and agreements herein contained, intending to be mutually bound hereby, the parties agree as follows:

ARTICLE I

1. APPOINTMENT

- 1.1 LVH hereby appoints the Graduate Trainee to a beginning or continuing residency or fellowship for the period «Start_Date» to «GTA_Complete_Date» as a PGY «PGY» Graduate Trainee following the compensation and benefits as set forth in Appendix I.
- 1.2 The Graduate Trainee acknowledges that this appointment is subject to the policies, procedures, rules and regulations of Lehigh Valley Health Network (LVHN) hospitals and is contingent upon fulfillment of the medical licensure requirements of the Pennsylvania State Board of Medicine and/or the Pennsylvania State Board of Osteopathic Medicine and/or the Pennsylvania State Board of Dentistry. Should the Graduate Trainee fail to obtain a Graduate Training License prior to the starting term of this contract or have this licensure suspended or revoked, this agreement may be terminated immediately.
- 1.3 A trainee must complete a pre-requisite training program prior to starting term of this contract as defined by each individual training program.

ARTICLE II

2. GRADUATE PROGRAM

- 2.1 The hospital will ensure that all residency programs define, in accordance with its program requirements, the specific knowledge, skills, attitudes, and educational experiences required in order for each Graduate Trainee to demonstrate the following (i.e. written curriculum):
 - 2.1.1 **Patient care** that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health;
 - 2.1.2 **Medical knowledge** about established and evolving biomedical, clinical, and cognate (e.g., epidemiological and social-behavioral) sciences and the application of this knowledge to patient care;
 - 2.1.3 **Practice-based learning and improvement** that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care;
 - 2.1.4 **Interpersonal and communication skills** that result in effective information exchange and teaming with patients, their families, and other health professionals;
 - 2.1.5 **Professionalism**, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population;

- 2.1.6 **Systems-based practice**, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system for health care and the ability to effectively call on system resources to provide care that is of optimal value.
- 2.1.7 **Osteopathic Philosophy and Osteopathic Manipulative Medicine**, where applicable Graduate Trainees are expected to demonstrate and apply knowledge of accepted standards in Osteopathic Manipulative Treatment (OMT) appropriate to their specialty. The educational goal is to train a skilled and competent osteopathic practitioner who remains dedicated to life-long learning and to practice habits in osteopathic philosophy and manipulative medicine. In addition, the Sponsoring Institution must ensure that Graduate Trainees:
 - 2.1.7.1 Develop a personal program of learning to foster continued professional growth with guidance from the teaching staff;
 - 2.1.7.2 Participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other Graduate Trainees and students;
 - 2.1.7.3 Have the opportunity to participate on appropriate institutional and departmental committees and councils whose actions affect their education and /or patient care;
 - 2.1.7.4 Participate in an educational program regarding physician impairment, including substance abuse.
- 2.2 LVH agrees to provide:
 - 2.2.1 A suitable academic environment for educational experience contributing to the development of those skills necessary in the Graduate Trainee's specialty area;
 - 2.2.2 A training program that meets the standards of the Accreditation Council for Graduate Medical Education (ACGME), and/or the American Osteopathic Association (AOA), or the Commission on Dental Accreditation (CODA);
 - 2.2.3 An LVH certificate upon satisfactory completion of the Graduate Training Program requirements.
- 2.3 The hospital is an equal opportunity employer, affirmative action employer and selection of Graduate Trainees in educational programs is conducted under applicable federal and state laws. The hospital does not discriminate on the basis of sex, race, age, religion, national origin, handicap or other prohibited matters in employment, in educational programs and activities in admission. Inquiries or complaints may be addressed to the Human Resources at the hospital.

ARTICLE III

3. DUTIES

The Graduate Trainee agrees to:

- 3.1 Perform satisfactorily the customary services of the position;
- 3.2 Perform satisfactorily the academic requirements necessary to meet the specialty specific program competencies (i.e., oral mock exams, research projects and case presentations) and demonstrate that competency to the program director before promotion or graduation is granted;
- 3.3 Fully comply with all hospital and health network initiatives to improve patient safety;
- 3.4 Fully comply with all hospital and health network employment of technology such as the electronic medical record;
- 3.5 Present at all times a proper appearance and courteous attitude toward all patients, visitors and colleagues

(hospital and medical staff) including PRIDE behaviors (Privacy, Respect, Involvement, Dignity, Empathy);

- 3.6 Complete the patient's medical records within the required time frames as specified in the Medical Staff Bylaws, including provision of all dictations and signatures;
- 3.7 Obtain appropriate life support certification prior to initiating patient care activities and maintain certification at all times with any specific specialty licensure requirements that need to be met (i.e., PALS, ACLS, ATLS etc) per GME policy 2005.2.
- 3.8 Abstain from any outside work, whether remunerative or not, except as specifically approved by the Program Director or the Department Chair;
- 3.9 Cooperate with LVH in the investigation of any incident and in the investigation and preparation of any matter for trial which in any manner involves the Graduate Trainee. This provision shall survive the termination of the Agreement;
- 3.10 Abide by applicable local, state, and federal laws and regulations, as well as LVHN hospitals' policies and procedures.
- 3.11 It is suggested that trainees reside within 20 miles of a primary Lehigh Valley Health Network site. Please see your program specific requirements for further details.

ARTICLE IV

4. PROBATION, SUSPENSION AND TERMINATION

- 4.1 For proper cause, LVH reserves the right to place on probation, suspend or terminate the Graduate Trainee without pay upon notice, thereof, as determined by the Program Director and/or Department Chair following due process as set forth in Appendix II **"Institutional Guidelines for Evaluation, Promotion, Remediation, and Discipline."**

ARTICLE V

5. RELEASE OF INFORMATION

- 5.1 The Graduate Trainee understands and agrees that should another institution, organization, or individual to which the Graduate Trainee has applied request a reference from LVH, LVH shall divulge all information it possesses concerning the Graduate Trainee, including information relating to any suspension or termination of this Agreement. The Graduate Trainee hereby authorizes LVH to release such information under these circumstances, either during the term of this Agreement or thereafter and to indemnify and hold harmless LVH employees and agents from any liability arising from that disclosure.

ARTICLE VI

6. MISCELLANEOUS PROVISIONS

- 6.1 LVHN hospitals' policies require post-offer, pre-employment physical performed by Employee Health Services, and specific laboratory tests for all employees. This examination includes a test for Tuberculosis and a urine drug and alcohol screen. Employment under this agreement is contingent upon successfully passing this medical examination, including the drug screen.
- 6.2 The Graduate Trainee shall have a record showing, or agree to meet the following requirements:
 - 6.2.1 Laboratory proof of immunity or appropriate immunization against:
 - 6.2.1.1 Measles - initial immunization and a booster
 - 6.2.1.2 Mumps - initial immunization and a booster
 - 6.2.1.3 Rubella - initial immunization
 - 6.2.1.4 Varicella initial immunization and 1 booster.

- 6.2.2 If history of a positive tuberculin skin test (TST) or positive tuberculosis (TB) blood test (Interferon Gamma Release Assay or IGRA), a chest x-ray within 3 months of the start date indicating no disease.
- 6.2.3 Disclosure of any history of Hepatitis A, B or C, and existence of a carrier state. If present, additional medical information, including recent viral load results must be provided to the Employee Health Office so that the expert review panel can determine the need for restrictions or accommodations.
- 6.2.4 A recent Hepatitis B surface antigen titer and Hepatitis C antibody titer for Graduate Trainees providing direct patient care. Record should show completed Hepatitis B vaccine or laboratory evidence of immunity.
- 6.2.5 Annual influenza vaccination is required, unless an exemption is granted for a legitimate medical reason or a bona fide religious belief.
- 6.3 Your offer is contingent upon your successful completion of all pre-employment requirements, including, but not limited to, all background clearances and medical clearances. The hospital policies require a Pennsylvania Criminal History Record Check for all candidates prior to employment. Finger printing and a Child Abuse Clearance is also required under the Pennsylvania Child Protective Services Law for all employees. Additionally, employees who will be working in Transitional Skills Unit, Home Care or Hospice and have not lived in Pennsylvania for the most recent two years will be required to successfully pass the requirements of Older Adult Protective Services. Employment under this agreement is contingent upon successful clearance of these processes. **YOUR SIGNATURE BELOW AUTHORIZES THE HOSPITAL TO PERFORM THIS CRIMINAL HISTORY RECORD CHECK.**
- 6.4 Where applicable, in the event the Graduate Trainee does not meet requirements in accordance with the policies of LVHN hospitals, the name of the Graduate Trainee will be submitted to the National Residency Matching Program, and/or other regulatory bodies as necessary, with a request to release said Graduate Trainee from the match obligation.
- 6.5 Upon satisfactory professional performance, acceptable to the Program, the Graduate Trainee's Agreement shall be extended to the following academic year and the notice of the renewal will be completed through the Division of Education and by Human Resources, identifying the new compensation.
- 6.6 If a Graduate Trainee will not be renewed for the following academic year, the Program will ensure that the Graduate Trainee is provided with a written notice of intent not to renew no later than four months prior to the end of the Graduate Training Agreement. If the primary reason(s) for the non-renewal occurs within the last 16 weeks of training level prior to the end of the agreement, the Program will ensure that the Graduate Trainee is provided with as much written notice of the intent not to renew as the circumstances will reasonably allow prior to the end of the training agreement. Graduate Trainees will be allowed to implement the institution's Appeals Committee set forth in Appendix II, of the graduate training agreement, when they have received a written notice of intent not to renew their training agreement.
- 6.7 In the event of program reduction or program closure, LVH will take appropriate steps to attempt to phase out the program to allow the Graduate Trainees to finish their training and will assist Graduate Trainees in securing another position.
- 6.8 Professional and patient care activities external to the Graduate Trainee's educational program are known as moonlighting. The Graduate Trainee agrees to abide by the institutional and program policy regarding moonlighting. For specific policy information, please refer to Policy No. 2005.18 "Moonlighting and Other Professional Activities Outside of the Program."
- 6.9 All clinical and academic activities that foster Graduate Trainee education and facilitate the care of patients are defined as duty hours. The Graduate Trainee agrees to abide by the institutional and program policies in

accordance with the ACGME or AOA regarding duty hours. For specific policy information, please refer to Policy No. 2005.4 “Duty Hours.”

ARTICLE VII

7. GRADUATE MEDICAL EDUCATION POLICIES

- 7.1 Graduate Medical Education Policies - A complete set of policies can be found on the website: www.lvhn.org/Research_and_Education/Residents.

ARTICLE VIII

8. LEHIGH VALLEY HEALTH NETWORK HOSPITALS’ POLICIES

- 8.1 Lehigh Valley Health Network Policies – A complete set of policies including Human Resource Policies can be found on the LVHN Intranet: www.lvhn.com, click on Department, Non-clinical, Human Resources. LVHN Policy and Procedure Manuals can also be found on the LVHN Intranet: www.lvhn.com, click on Resources, LVHN Policy and Procedure Manuals, Manuals. Graduate Medical Education policies supersede HR policy statements.

ARTICLE IX

9. STATE REQUIREMENTS

- 9.1 The laws of the Commonwealth of Pennsylvania shall govern this agreement.

In WITNESS WHEREOF, the parties have in good faith, and intending to be legally bound, executed this Agreement as of the day and year first above written.

«First_Name» «Last_Name», «Credentials»

«Program_Director», «Program_Director_Credentials»

Thomas Whalen, MD Designated Institutional Official

Attachments: Appendix I - Hospital Compensation and Benefits
 Appendix II - Institutional Guidelines for Evaluation, Promotion, Remediation, and Discipline
 Appendix III – Institutional Guidelines for Fair Hearing Process

Revised: October 9, 2017