

UPMC MEDICAL EDUCATION
POSTGRADUATE TRAINING AGREEMENT

THIS AGREEMENT, dated as of ____ **(insert date)** ____ is entered into by and between ____ **(insert resident/fellow name)** ____ (hereinafter referred to as “Resident/Fellow Physician”) and **University Health Center of Pittsburgh, d/b/a UPMC Medical Education**, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as “UPMC ME”) which is the graduate medical education (GME) sponsoring institution and managing corporate entity for various hospitals that are part of or affiliated with the UPMC system with approved residency and fellowship graduate medical education 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 ____ **(insert program name)** ____ Program (hereinafter referred to as “Residency/Fellowship Program”) of UPMC ME and UPMC ____ **(insert hospital name)** ____; and

WHEREAS, this Agreement further sets forth obligations and expectations of UPMC ME 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 UPMC ME website, 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 Physician agree as follows:

1) **TERM OF AGREEMENT**

This Agreement shall be in effect beginning ____ **(insert date)** ____ and shall continue until ____ **(insert date)** ____ . The term of this Agreement may not exceed one (1) year unless renewed or extended in writing by UPMC ME 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 satisfactory progress by the Resident/Fellow Physician 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 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**

- (a) Resident/Fellow Physician 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 Appointment, Renewal, Non-Promotion, Remediation, Probation and Dismissal Policy. 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.
- (c) UPMC ME 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/Fellowship Program or UPMC ME institutional standards (in the sole determination of UPMC ME leadership) before or during the term of this Agreement.
- (d) A Resident/Fellow Physician who is terminated from the Residency/Fellowship Program may request fair and reasonable review of that decision under the UPMC ME Grievance and Appeal policy.

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

The Residency/Fellowship Program Director or his/her assigned designee is responsible for the delineation of Resident/Fellow Physician 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 Physician's level of training appointment and the specific assigned duties therewith. By this Agreement, the Resident/Fellow Physician is appointed as a PGY (insert year) Resident/Fellow in the (insert program name) Residency Program.

6) **FINANCIAL SUPPORT AND BENEFITS**

- (a) UPMC ME 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/Fellowship Program. Resident/Fellow Physician'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 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 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.
- (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. 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 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 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, as applicable.

In circumstances where Resident/Fellow Physician 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 PHYSICIAN IN TRAINING

Appointment as a UPMC ME 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/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 passage prior to the PGY-3 training year.
- (q) Immediately notify the Residency/Fellowship Program Director and Site Director in the event the Resident/Fellow Physician 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 Physician as requested or required by relevant third part 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 Physician data, and milestones data. Resident/Fellow Physicians 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), American Osteopathic Association (AOA), American Dental Association (ADA), 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 Physicians 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 on-call quarters within the hospital when Resident/Fellow Physician is required to be physically present at a hospital or healthcare facility. Such on-call quarters are to be occupied only at those times that the Resident/Fellow Physician is scheduled for on-call duty, or reasonably mitigating circumstances of excessive fatigue. Sleep/Rest rooms provide safe, quiet and private sleep/rest facilities for Resident/Fellow Physicians 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 on the UPMC ME website.

- (g) UPMC ME will provide professional "malpractice" liability insurance for authorized services within the teaching programs performed at UPMC ME 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 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 Commonwealth of Pennsylvania, but in no event less than \$1,000,000 per claim and \$3,000,000 annual aggregate. Where such approved domestic or international 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 Physician. 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 the UPMC GME Office.
- (h) UPMC ME Residency/Fellowship Programs will provide regular evaluation and feedback as to the Resident/Fellow Physician's status within his/her 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 Physicians 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 and AOA requirements, UPMC ME provides policies and procedure regarding the closure/reduction of the residency/fellowship 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/Fellowship 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/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) 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/Fellowship 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 (which may have a potential impact on eligibility for Board examinations and certifications), 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 Designated Institutional Official for UPMC ME and/or their designee, may be immediately suspended or terminated.

11) **LEAVE OF ABSENCE**

Resident/Fellow physicians 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. All leaves will be processed in accordance with the UPMC Policies on Family and Medical Leave of Absence (FMLA), Personal Leave of Absence (PLOA) or Administrative Leave of Absence, 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 Activities by Residents/Fellows. 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. Any Resident/Fellow Physician 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 prohibited 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, 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 Physicians 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 PHYSICIAN GRIEVANCE OR APPEAL**

Should Resident/Fellow Physician 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 Physician.

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 his/her designee and the Program Director must notify UPMC Work Partners Claims Management Services of the incident as soon as possible within 48 hours, as required by all applicable UPMC Policies. 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 Physician 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) **GENDER**

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

18) **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.

19) **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.

20) **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.

21) **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.

22) **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.

23) **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 UPMC ME website and any other policies and procedures applicable to the Residency/Fellowship Program.

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.

Date

type name here, sign above
Resident/Fellow Physician

For **UPMC ME**

Date

type name here, sign above
Program Director

Date

Anna M. Roman, Ph.D.
Vice President
for UPMC Medical Education

SAMPLE

**SUMMARY OF TERMS AND CONDITIONS OF THE POST GRADUATE TRAINING
AGREEMENT FOR RESIDENT/FELLOW PHYSICIAN OF
UPMC MEDICAL EDUCATION (UPMC ME)**

Each Resident/Fellow Physician appointed and receiving training through UPMC ME must sign a contractual agreement that describes the terms, conditions, obligations and expectations concerning such appointment. The following information provides a summary of significant aspects of that appointment and contractual agreement. UPMC Systemwide benefits and policies are applicable to all UPMC business units including UPMC ME, and are subject to change from time to time at the discretion of UPMC.

Appointment Term: The Resident/Fellow Physician is appointed to the position of Resident/Fellow of a specific Residency/Fellowship Program of UPMC ME for the maximum term of one year. Reappointment is dependent upon Residency/Fellowship Program determination of the Resident/Fellow Physician's performance during the appointment term as being at least satisfactory.

Policy and Regulatory Compliance: This appointment is subject to and contingent upon compliance with UPMC and UPMC ME Policies and Procedures, as well as any rules and regulations promulgated under those policies and any applicable federal, state, and local laws and regulations. Please see the UPMC ME website www.upmc.com/gme for more information.

Residency/Fellowship Program: UPMC ME will provide a training program consistent with the Program Requirements of the Accreditation Council on Graduate Medical Education (ACGME), or similar requirements of the American Osteopathic Association (AOA), the American Dental Association (ADA), the Council on Podiatric Medical Education (CPME) the American Society of Health-System Pharmacists (ASHP) or the American Board of Medical Specialties (ABMS) as applicable.

RESIDENT/FELLOW PHYSICIAN RESPONSIBILITIES

Program Services: The Resident/Fellow Physician will perform the services required by the training program, under the supervision of the Program Director and Residency/Fellowship Program faculty and at a level of achievement consistent with the standards set by the Residency/Fellowship Program.

Licensure Compliance: The Resident/Fellow Physician will always act in conformity with applicable federal, state and local laws and regulations applicable to the practice of medicine and operation of medical facilities, and all UPMC policies.

Rotation or Educational Experience: While assigned to a rotation or educational experience at affiliated hospitals or participating sites, the Resident/Fellow Physician will comply with the policies and regulations in effect at the affiliated hospitals, specifically including without limitation HIPAA and other patient confidentiality laws, as well as all UPMC policies.

Medical Records: The Resident/Fellow Physician will complete in a timely fashion the medical records that are his/her responsibility.

Defense of Claims: The Resident/Fellow Physician agrees to cooperate with the investigation and defense by UPMC ME or its insurance carrier of any incident, claim or lawsuit which may arise in connection with patient care activities taking place during the term of this appointment, whether or not the Resident/Fellow Physician is a named defendant. In the event that the Resident/Fellow Physician is served with a summons or a subpoena pertaining to UPMC ME, or any of its affiliated entities or its other respective officers or employers, he/she will promptly notify the UPMC ME Office or the UPMC Risk Management Department. These obligations will survive the expiration or termination of the Resident/Fellow Physician's appointment with UPMC ME.

Separate Employment/Moonlighting: The Resident/Fellow Physician is required to notify his/her Program Director in advance of any proposed employment outside of the UPMC ME Residency/Fellowship Program, and the number of hours devoted to such employment. The Resident/Fellow Physician is prohibited from working additional hours as a physician rendering patient care services elsewhere without prior written approval from his/her Program Director, or if such separate employment would cause him/her to exceed the maximum number of work hours permitted by UPMC ME's policy on Clinical and Educational Work Hours and the Accreditation Council for Graduate Medical Education (ACGME) regulation. Any failure to comply with this provision will be deemed a material breach of this Appointment Agreement, and may cause the Resident/Fellow Physician to be subject to disciplinary action.

Pre-employment Responsibilities: The Resident/Fellow Physician must satisfactorily complete a pre-employment test to rule out the use of non-approved substances under applicable UPMC policies and practices supporting a drug and alcohol free work environment. The Resident/Fellow Physician must also satisfactorily complete employment, reference, criminal history, child abuse and other standard UPMC background checks under applicable UPMC policies and practices.

FINANCIAL SUPPORT AND BENEFITS

PGY- Financial Support: The Resident/Fellow Physician's annual financial support can be found on the UPMC ME website for the specific PGY appointment each appointment year and will be payable bi-weekly through direct deposit into the Resident/Fellow Physician's bank account. If the Resident/Fellow Physician accepts an assignment during which he/she is supported financially or paid by another institution, a grant, or a fellowship, etc., he/she will not receive financial support from UPMC ME for that period.

Health and Dental Insurance: The Resident/Fellow Physician is eligible for individual or family health insurance programs offered under the UPMC ME group plans. The health insurance benefit begins on the Resident/Fellow Physician's first recognized day of training in the residency/fellowship program. The Resident/Fellow Physician will pay any applicable premiums by payroll deduction.

Short Term Disability: Benefits are available for a maximum of 26 weeks of total disability during a rolling 12 month period.

Long Term Disability: Long-term disability insurance is available after a disability extends beyond 26 weeks. The program provides a monthly benefit of 60% of the UPMC base salary, up to a maximum of \$15,000 per month. Maximum benefit amount may vary based on employee classification. Coverage becomes effective on the first day of the month following employment.

Life Insurance: The Resident/Fellow Physician is provided basic term life and accidental death and dismemberment (AD&D) insurance coverage equal to his/her UPMC base annual salary. (S)he may purchase additional protection for her/himself and eligible family members.

Professional Liability Insurance: UPMC ME will provide professional “malpractice” liability insurance for authorized services within the teaching programs performed at UPMC ME 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 arising from clinical events or alleged clinical conduct that occurred during the term of the UPMC ME Postgraduate Training Agreement. The amounts of such insurance shall, at minimum, meet the statutory requirement of the Commonwealth of Pennsylvania, but in no event less than \$1,000,000 per claim and \$3,000,000 annual aggregate. Where such approved domestic or international 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 Physician. 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 the UPMC GME Office.

Savings Plan: The Resident/Fellow Physician is permitted to contribute to the Savings Plan on a pretax and/or after-tax basis up to the annual IRS limits. UPMC ME matches a portion of your contributions.

OTHER BENEFITS

The Resident and Fellow Assistance Program (RFAP) provide a confidential resource to Resident/Fellow Physicians 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.

While on a regularly scheduled 24-hour call at certain hospitals within UPMC ME, a subsidy for evening meals will be provided along with availability of an on-call room with housecleaning services. Meal subsidies vary by the individual Hospital/Program Policy.

Tuition Assistance

The UPMC tuition assistance benefit is available up to a maximum of \$6,000 per academic year. The benefit also provides a tuition assistance at the University of Pittsburgh for dependent children and spouses for first baccalaureate degree only at 50% up to \$6,000 maximum/year for dependent children (must be full-time student) and up to \$2,000 maximum/year for spouse (full or part-time student). Please refer to the UPMC Tuition Policy for complete details.

VOLUNTARY BENEFITS

- AFLAC Personal Accident Expense Plan
- AFLAC Group Critical Illness
- Hyatt Legal Services
- Humana Whole Life Insurance
- LifeLock Identity Theft Protection

LEAVE OF ABSENCE POLICY

Each Program Director serves as the key resource on specialty board examinations and materials for application and preparation. Therefore, the Program Director should be contacted by the Resident/Fellow Physician to confirm the effect that a leave of absence, for any reason, will have on their ability to satisfy criteria for completion of the residency or fellowship program and eligibility for specialty board examination. Resident/Fellow physicians 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. All leaves will be processed in accordance with the UPMC Policies on Family and Medical Leave of Absence (FMLA), Personal Leave of Absence (PLOA) or Administrative Leave of Absence, as applicable.

Paid Time Off (PTO):

UPMC ME recognizes the need for Resident/Fellow Physicians to receive paid time off (PTO) for vacation, sickness and professional leave. In order to ensure the delivery of quality patient care, UPMC ME requires advance scheduling of time off whenever possible. As each respective Residency/Fellowship Program has specific program requirements for completion of the Residency/Fellowship Program and eligibility for specialty board examinations, the amounts of vacation leave, sick leave and professional leave are determined by each respective Program Director and vary by Residency/Fellowship Program and Department.

Vacation Leave (PTO): The Resident/Fellow Physician may receive leave time each academic year to be scheduled by agreement with the Program Director in accordance with relevant ACGME Work Hour provisions. (varies by Program and Department)

Sick Leave (PTO): Sick leave may be arranged at the discretion of the Program Director, in accordance with applicable law.

Professional Leave: The Resident/Fellow Physician may receive time off to attend a professional conference to be arranged at the discretion of the Program Director.

Family and Medical Leave of Absence: The House Officer is eligible for Family and Medical Leave of Absence (FMLA) as set forth by the Federal government. All leave requests must be approved by the House Officer's Program Director to ensure all program requirements can be met to satisfy completion of the program.

RESIDENCY/FELLOWSHIP PROGRAM GENERAL POLICIES OVERVIEW

Residency/Fellowship Program Credit: Credit for completion of the program year and certification of completion of a terminal program year is contingent upon satisfactory performance, in accordance with the requirements of the Resident/Fellow Physician's Residency/Fellowship Program.

Disciplinary Action/Probation Suspension or Termination: The Resident/Fellow Physician may be placed on probation, suspended or have his/her appointment terminated by UPMC ME, for breach of the terms of this Agreement by the Resident/Fellow Physician. Any such suspension or termination will be carried out in accordance with UPMC ME procedure.

Grievances Appeals and Discipline: If a Resident/Fellow Physician feels that he/she is being treated in a manner that is inconsistent with the treatment of other Resident/Fellow Physicians, and he/she feels that the matter cannot be resolved within the structure of his/her department, he/she may elect to seek assistance through the UPMC ME Office.

Physician Impairment and Substance Abuse Education: It is the policy of UPMC ME that the unlawful manufacture, distribution, sale, dispensing, possession or use of an illegal drug or alcoholic beverage is prohibited in the workplace/classroom. UPMC ME will provide the Resident/Fellow Physician with an educational program regarding physician impairment, including substance abuse. Assistance for physicians with substance abuse issues will be made available through the UPMC ME RFAP and the Professional Health Monitoring Programs of the Pennsylvania State Board of Medicine. Under some circumstances, UPMC ME is required by law to report substance abuse to the Pennsylvania State Board of Medicine.

Residency/Fellowship Closure/Reduction: If UPMC ME should decide to eliminate or reduce the size of any Residency/Fellowship Program, Resident/Fellow Physicians affected by the decision will be so informed prior to the start of the new academic year to the extent possible.

UPMC ME will then make reasonable efforts to allow completion of the current residency/fellowship year and, if practical, the remainder of training as planned.

Sexual Gender Racial and Other Forms of Harassment:

Any Resident/Fellow Physician who believes he/she is being harassed by an employee of UPMC ME, or on UPMC or affiliated hospital or healthcare facility premises, should report such harassment to his/her immediate supervisor or to the UPMC ME Office. Any person who is found by UPMC ME to have harassed a Resident/Fellow Physician, employee, student or applicant will be subject to corrective action, up to and including discharge. The UPMC ME policy on harassment is found at the UPMC ME website.

SAMPLE