

LETTER OF AGREEMENT
FOR FELLOW EDUCATION AT WELLSPAN YORK HOSPITAL

THIS AGREEMENT, made the ____ day of _____, 2019, by and between WELLSPAN YORK HOSPITAL, a non-profit corporation located at 1001 South George Street, York, Pennsylvania, hereinafter referred to as "Hospital", a subsidiary of WELLSPAN HEALTH, and «Full Name», a graduate of the «Medical/Dental School», Class of «Grad Year», hereinafter referred to as "Fellow", and intending to be legally bound do agree as follows:

1. The term of this Agreement shall begin on «Start Date» and terminate on «End Date».

Ordinarily, the Fellow will be reappointed and promoted on an annual basis when recommended by their Program Director until the completion of the fellowship training for which they were accepted. The Fellow must satisfactorily meet all the established Post Graduate Year (PGY) specific and overall patient care and professional competencies and requirements established by their fellowship program in order to be considered for promotion to the next PGY level or for graduation from the program. Dismissal from the fellowship for inadequate performance or unethical behavior is undertaken by the Program Director and may be appealed as described in the Resident/Fellow Handbook.

The Fellow must apply and become a member of the Hospital's Medical Staff with privileges commensurate with the clinical responsibilities of this fellowship position. This should be accomplished prior to the start date of the fellowship. Failure to do so will prevent entry into the fellowship and, if not accomplished within 30 days after the start date, will make this agreement null and void.

2. The above-named Fellow, during the term of this Agreement, accepts the position of «Level» «Program» Fellow at Hospital for the term of this Agreement. During this term, he/she agrees to perform such assignments, conscientiously, to the best of his/her ability and under the highest personal bond of professional morals and ethics. The Fellow 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 satisfactorily perform such assignments or to comply with such rules and regulations may result in dismissal from the fellowship program and termination of this Agreement.

Notwithstanding any rules, regulations and procedures to the contrary, the Program Director may, with the concurrence of most of the department's Clinical Competency Committee, immediately remove a Fellow from his/her position and/or dismiss such Fellow from the fellowship when the Fellow's clinical performance or professional judgment falls below the level expected of a Fellow of such station and experience. Fellows will be notified of fellowship closure and reduction based on the policy located in the Resident/Fellow Handbook.

3. The Hospital agrees to provide the Fellow with a stipend of «Stipend» yearly payable in accordance with WellSpan Health's standard payroll practices. Taxes and deducted benefits are withheld from the stipend. The Fellow agrees to accept no fees, salaries or other compensation for professional services rendered on behalf of any other agency, employer or individual, other than for services that have been approved by the Program Director and Director of Medical Education. The Hospital may charge fees for professional services rendered by the Fellow during the term of this Agreement and the Fellow hereby assigns to the Hospital the rights to bill, collect and retain all such fees.

4. During the term of this Agreement, the Hospital agrees to insure the Fellow under the following insurance programs:
 - a. The Fellow may choose one of several health insurance plans in accordance with WellSpan Health's standard benefit plans, as may be amended from time to time. The Fellow's spouse and children (until the end of the month in which they turn 26) may be enrolled in the health insurance plan at the expense of the Fellow.
 - b. Dental insurance coverage in accordance with WellSpan Health's standard benefit plans, as may be amended from time to time. The Fellow's spouse and children (until the end of the month in which they turn 26) may be enrolled in the dental insurance plan at the expense of the Fellow.
 - c. Vision Service Plan coverage in accordance with WellSpan Health's standard benefit plans, as may be amended from time to time. The Fellow's spouse and children (until the end of the month in which they turn 26) may be enrolled in the vision insurance plan at the expense of the Fellow.
 - d. Disability insurance for payment of income in accordance with benefits set forth in WellSpan Health's policy insuring the Hospital employees for disabling injuries or illness including contracting HIV infection.
 - e. Term life insurance in the amounts set forth in WellSpan Health's group life insurance policy.
 - f. The Fellow shall be an insured party under the Hospital's professional liability insurance. This plan covers the Fellow for professional services he/she renders during his/her training program. The coverage includes claims occurring during the fellowship program and claims arising from the fellowship program but filed after completion of the program.
 - g. The WellSpan Health Employee Assistance Program (EAP) is available to the Fellow and offers confidential counseling services, medical and psychological support services, as well as substance abuse treatment support services.
5. The Fellow will be granted a paid leave free of classroom and/or clinical responsibilities for «# PTO Days» 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. Fellow PTO days expire at the end of each academic year and do not carry over from year-to-year. If a Fellow needs additional time away, the Leave of Absence policy will be followed. The Leave of Absence policy and the Maximum Time Away policy are available in the Resident/Fellow Handbook.
6. Appropriate time allowance will be made for the Fellow when necessary in the event of illness.
7. Accommodations for Fellows 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 if the total leave (including travel) does not exceed the five (5) day maximum. The Hospital also agrees to provide a maximum of «Ed_x0020_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. Fellow educational leave days expire at the end of each academic year and do not carry over from year-to-year.
9. The Hospital agrees to supply full room and board during those hours when the Fellow is normally present in the Hospital for duty. Fellow will be provided with a yearly stipend for meals in the Hospital cafeteria with a maximum per meal amount as defined in the Food Services policy in the Resident/Fellow Handbook. On-call and post-call rooms will be provided free of charge to the Fellow.
10. The Hospital warrants that the rotations of service will be acceptable as Fellow experience under the Regulations of the Commonwealth of Pennsylvania and the accreditation mandates of the Accreditation Council for Graduate Medical Education and/or the American Osteopathic Association. All Fellows will have access to information relating to eligibility for examinations and certification by the relevant certifying boards.
11. The Fellow agrees to be present in the Hospital or other assigned clinical area and available for duties assigned at such places and at such times as assigned by 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 in the learning and working environment. This includes provision of adequate off-duty hours in accordance with the Accreditation Council for Graduate Medical Education (ACGME) and/or American Osteopathic Association (AOA) duty hours standards currently in effect. Moonlighting is addressed by policy, which is found in the Resident/Fellow Handbook.
12. Every Fellow is required to undergo a pre-employment health evaluation, a drug/alcohol evaluation, a tobacco/nicotine evaluation and be cleared for duty prior to the beginning of patient care. These evaluations must be conducted by WellSpan Health's Employee Health Department. As a condition of acceptance into fellowship, the successful completion of these evaluations is required prior to the commencement of training. At any point during the Fellowship Program, the Fellow may be required to undergo a fitness for duty evaluation which may include a physical or mental health and/or a drug/alcohol evaluation. A fellow who refuses to submit to or fails these evaluations will have his/her Letter of Agreement rescinded.
13. In all matters of day-to-day activities of professional care and relationships with the Hospital Administration, Nursing or Medical Staff, the Fellow has the right of appeal according to the grievance procedure described in the Resident/Fellow Handbook. The Fellow agrees to abide by the Hospital's policies stated or published in the Resident/Fellow Handbook.
14. The Fellow 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 Fellow members, professional ethics and morals and personal integrity and neatness. The Fellow agrees to aid the Hospital, its Graduate Medical Education Committee and the Director of Medical Education in the contact, orientation and information of prospective applicants for fellowship in the Hospital, when such aid does not interfere with her/her own education responsibility.

15. The Fellow agrees to cooperate with and participate in the Hospital's quality management, utilization management, patient safety and risk management activities.
16. The Hospital agrees to furnish a certificate of service to the Fellow 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.
17. When applicable, this Agreement shall be subject to the approval of the State Board of Medicine or State Board of Osteopathic Medicine.
18. This Agreement is intended to cover aspects of the relationship between the Hospital and the Fellow except those specifically stipulated by the relevant specialty board or review committee.
19. At all times during this Agreement, the Fellow shall be considered a student physician enrolled in the Hospital's clinical fellowship program and nothing in this Agreement or in the relationship between the Hospital and the Fellow should be construed as creating a contract an employment relationship. Neither the sponsoring institution nor its programs may require Fellows to sign non-competition guarantee.

WELLSPAN YORK HOSPITAL

FELLOW

Michael A. Bohrn, M.D., FACEP
Director of Medical Education

«Full Name»

Date

Date

jlu
3/5/19