

Lehigh Valley Hospital and Health Network - LETTER OF AGREEMENT

For July 1, 200_ through June 30, 200_

This agreement is effective this ____ day of ____ 200_, by and between Lehigh Valley Hospital (LVH), Department of _____ and the (**PROVIDER**), Department of _____. This Agreement pertains to the participation of resident physicians and resident dentists from LVH in the clinical and didactic training at the (**PROVIDER**).

The primary goal of this program is to continue the education of resident physicians or resident dentists enrolled in LVH ACGME/AOA/ADA accredited residency program who wish to obtain quality clinical and didactic experience. While on rotation at the (**PROVIDER**), the resident shall receive a clinical rotation in _____ under the supervision of _____ from July 1, 200_ through June 30, 200_. **The educational goals and objectives of this rotation attached as Exhibit A.** Faculty physicians will comply with any and all rules and regulations, including Medicare, relating to PATH (Physician's at Teaching Hospitals).

LVH, LVHM, & the other hospital or provider to these agreements agree to allow the hospital receiving the resident to claim that portion of the resident FTE for the time training at the receiving hospital for both IME & DGME purposes. That is, the number of days the resident spends at the receiving hospital is divided by the number of days in a year (365 or 366) and the ratio is applied to 1.0 FTE for each resident. The sum total of each resident FTE between hospitals will not exceed 1.0 FTE.

LVH continues to have responsibility for the quality of the resident's educational experience and retains authority over the residents' activities while on rotation at the (**PROVIDER**). Notwithstanding the provisions contained within this agreement, the residency program shall also be governed by the policies and procedures of the Accreditation Council for Graduate Medical Education or American Osteopathic Association or American Dental Association.

The (**PROVIDER**) shall grant LVH residents the same privileges relative to educational experience and clinical activity as all other residents at the (**PROVIDER**) and all residents shall have access to the facilities, services and equipment that are essential to their training. In addition, LVH residents participating in rotations at the (**PROVIDER**) shall comply with all applicable (**PROVIDER**) rules, regulations, policies and other provisions, which pertain to patient, care activities, education experiences, research and other scholarly activities and use of hospital facilities. However, all LVH policies, procedures and provisions pertaining to Graduate Medical Education will apply unless LVH agrees that they are to be superseded by the (**PROVIDER**)'s policy.

At the conclusion of the rotation, the (**PROVIDER**)'s designated representative shall provide an evaluation of the resident's professional performance to the respective program director at LVH. (See attached evaluation form.)

Each party will be responsible for their own liability, claim, loss, damage, suit, judgment and any and all costs and expenses provided that such liability, claims, losses, damages, suits or judgments arise out of the acts or omissions of that party or its officers or employees acting within the scope of their employment, as provided by law. Notwithstanding the foregoing, nothing in this Agreement shall be construed as making either party liable for any claim, loss, damage, suit or judgment arising out of the acts or omissions of the other party or its officers or employees.

Any disciplinary action will be conducted by LVH in compliance with institutional and departmental policies with cooperation from the faculty and staff of the (**PROVIDER**). However, the (**PROVIDER**) shall have the right to request the removal of any resident whose performance, health, general conduct or failure to abide by any policy, directive, rule or regulation is determined to be detrimental to patients or the achievement of the program's objectives.

The (**PROVIDER**) shall comply with the Resident work hour limits according to the LVH GME and specific Program Policies.

This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Notices under this Agreement shall be sent to:

On Behalf of Lehigh Valley Hospital:

Sara S. Viessman, MD
Director, Division of Education and
Designated Institutional Official (DIO)

Program Director
Department of _____
LVH Dept of _____

On Behalf of Provider:

Signature of Provider Site Resident Supervisor

Name of Provider Site Resident Supervisor

This Agreement and attached Exhibit(s) contains the full and complete agreement and understanding of the parties as it relates to the subject matter of this Agreement. Any modifications or amendments must be in writing signed by both parties.

EXHIBIT A

I. Responsibility for the residents' compensation &/or travel expenses.

- LVH and LVHM will be responsible for paying each of our residents' wages, fringe benefits, & other living costs relative to such residents rotating to other hospitals or providers for training purposes.
- Likewise, hospitals employing residents who will rotate to LVH & LVHM for training will be responsible for incurring their own residents' compensation & living costs.

II. Reimbursement and capturing of FTE count for IME & DGME purposes.

- LVH, LVHM, & the other hospital or provider to these agreements agree to allow the hospital receiving the resident to claim that portion of the resident FTE for the time training at the receiving hospital for both IME & DGME purposes. That is, the number of days the resident spends at the receiving hospital is divided by the number of days in a year and the ratio is applied to 1.0 FTE for each resident. The sum total of each resident FTE between hospitals will not exceed 1.0 FTE.
- Thus, (please complete the following):

_____ Portion of resident FTE being claimed by receiving hospital/provider.

_____ Time period (i.e. mm/dd/yy to mm/dd/yy) the resident trained at receiving hospital/provider.

III. Summary of FTE calculation and payment frequency.

- As an attachment to Exhibit A, each hospital to the agreement will summarize the exact teaching functions, supervising functions, & program administrative functions that each hospital to the agreement will perform.
- In addition, the summary should disclose the amount of reimbursement for each of the above functions and frequency of the payment.

IV. Educational goals and objectives of this rotation (PLEASE ATTACH).

Sara S. Viessman, MD
Director, Division of Education and
Designated Institutional Official (DIO)

Program Director
Department of _____
LVH Dept of _____

Signature of Provider Site Resident Supervisor

Name of Provider Site Resident Supervisor