



**The Reading Hospital  
and Medical Center**

## **PART III**

# **Contracts and Agreements**

## **Interns and Residents**

**2012 – 2013**



**The Reading Hospital  
and Medical Center**

**PART III  
Contracts and Agreements**

---

<b>Contracts and Agreements .....</b>	<b>1</b>
<b>Graduate Medical Education Agreement .....</b>	<b>2</b>
Certificate of Coverage for Residents Eligible for Unrestricted License.....	6
Certificate of Coverage for Residents Not Eligible for Unrestricted License .....	7
<b>Attachment B: Due Process Statement.....</b>	<b>8</b>
<b>Graduate Medical Education Renewal Agreement.....</b>	<b>11</b>
<b>Graduate Medical Education Away Rotation Agreement.....</b>	<b>12</b>

## **Contracts and Agreements**

The contracts and agreements TRHMC utilizes in the operation of its Graduate Medical Education Program include the Graduate Medical Education Agreement, the Graduate Medical Education Agreement Renewal, and the Graduate Medical Education Away Rotation Agreement. Sample copies of these agreements follow.

## Graduate Medical Education Agreement

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between THE READING HOSPITAL AND MEDICAL CENTER (“TRHMC”), West Reading, Pennsylvania and, \_\_\_\_\_ (“Resident”), of \_\_\_\_\_.

### WITNESSETH:

WHEREAS, TRHMC’s Resident teaching programs meet the requirements of and are as prescribed by the Pennsylvania State Board of Medical Education and Licensure, the Accreditation Council for Graduate Medical Education (“ACGME”), and the American Osteopathic Association (AOA); and

WHEREAS, TRHMC desires to engage the services of Resident in TRHMC’s Residency Program; and

WHEREAS, Resident agrees to perform the duties included in this Agreement to the best of his/her ability under the direction of the respective Program Director; and

WHEREAS, Resident agrees to abide by TRHMC’s rules and regulations (found on TRHMC Intranet site, at Policies and Procedures, Hospital Policies and Procedures, Administrative Policies) and the Bylaws of the Medical Staff (located in the Chief Medical Officer’s office).

### AGREEMENT

#### I. AGREEMENT

TRHMC offers and Resident accepts appointment as a Resident in \_\_\_\_\_, from \_\_\_\_\_, 2012, to \_\_\_\_\_, 2013, with reappointment, subject to annual review by the respective TRHMC Program Director of Resident’s fulfillment of the conditions set forth herein and his or her respective Program requirements as defined by the ACGME or AOA.

#### II. TRHMC OBLIGATIONS

A. Benefits: As sole consideration for services provided by Resident hereunder, TRHMC agrees to provide:

1. Salary: An annual salary of \$\_\_\_\_\_, payable in bi-weekly installments (less applicable taxes). Salary levels may be adjusted annually to reflect changes in cost of living, but under no circumstances will salary levels be reduced.
2. Vacations and Holidays: Two or three weeks vacation depending on residency Program and year of training. In addition, a Christmas or New Year break of one workweek will be provided in lieu of “personal days” and compensatory time for holiday work. Residents should contact their Program Director to determine vacation eligibility, as well as to receive approval for proposed vacation schedule.
3. Leaves of Absence: Professional/Personal/Sick/Other: In lieu of vacation, a Resident may wish to consider a leave of up to six weeks for professional and/or personal purposes. Such leave requires advance planning and approval of the respective Program Director and Vice President. This provision is not normally available to Residents in one-year programs, but may be available through extension of the training year. In case of illness, 12 days of sick leave with pay are provided each year. As outlined in the Family Medical Leave Act of 1993, up to 90 days may be arranged for maternity leave. For specific policies, including effect of leave for satisfying completion of program, refer to Resident Manual, Part I, Resident Policies – Leaves of Absence/Effects.

4. Professional Liability Insurance: Professional liability insurance is provided by TRHMC for all work performed as part of TRHMC's Graduate Medical Education Program. The professional liability policy is an "occurrence" policy and is consistent with professional liability insurance coverage provided for other TRHMC medical/professional practitioners. Details are provided in form of Certificate of Coverage, which is made part of this Agreement by reference.
  5. Medical, Dental, Disability and Life Insurance: TRHMC provides medical, dental, disability, and term life insurance to its Residents, consistent with coverage for other employees, except that long-term disability and term life insurance coverage will be in effect as of the date of employment. Details are provided in the Resident Manual, Part I, Resident Policies – Resident Support, Benefits, and Conditions of Employment, Overview of Resident Benefits. There is cost sharing of the premium expense for some of these insurances.
  6. On-call Room: An on-call room for the Residents is provided by TRHMC. On-call quarters are for scheduled on-call duty and are not to be used as a residence facility.
  7. Meals: All meals are provided free from TRHMC employee Cafeteria for Residents only, provided the Resident has his or her photo identification badge. If an identification badge is not present, the Resident will be required to pay for his or her meals.
  8. Housing Allowance: A \$100 (less taxes) monthly housing allowance is paid to Residents who do not rent a TRHMC apartment or dormitory room.
  9. Lab Coats: Each first-year Resident is provided with three lab coats, and each second-year Resident is provided with two lab coats. These lab coats must be worn when providing n-Hospital services.
  10. Laundry: Laundry service is free for lab coats and Hospital attire.
  11. Parking: Restricted parking is available without charge.
  12. Annual Educational Fund: All first-year Residents will receive up to \$2,500, and all upper-year Residents will receive up to \$4,000 for educational purposes. Details are described in the Resident Manual.
  13. Other: Other benefits include in-training examination fee, license renewal fee, associate membership, hand-held computer device, and such other benefits as may be provided by TRHMC from time to time, in its sole discretion, and described in Resident Manual, Part I, Resident Policies – Resident Support, Benefits, and Conditions of Employment, Overview of Resident Benefits.
  14. Sole Consideration: No compensation of any kind or nature shall be paid to or accepted by Resident from patients or third parties for any services rendered pursuant to this Agreement.
- B. TRHMC agrees to provide a training program that meets the standards established by ACGME and its various Residency Review Committees.
- C. TRHMC agrees to provide as described in Resident Manual, Part I, Resident Policies – appropriate Resident Supervision and Work Environment, and a fair appeals process for resident grievances.

- D. TRHMC agrees to provide access to appropriate, confidential psychological and medical counseling and other support services through the Resident Assistance Program, as described in Resident Manual, Part I, Resident Policies – Counseling and Support Services.
- E. TRHMC protects Residents by, and expects Residents to support, its policies on physician well-being, substance abuse, gender or other forms of harassment, personal digital assistant devices/protected health information, and HIPAA, as set forth in Resident Manual, Part I, Resident Policies – Physician Well-Being, Sexual Harassment, Substance Abuse, Personal Digital Assistant/Protected Health Information, and HIPAA Policies.
- F. In the unlikely event of a planned program closure or reduction of program size, affected Residents would be notified immediately. All Residents already in the program would be allowed to complete their training at TRHMC, or, if they prefer, Residents would be assisted in enrolling in another ACGME-accredited program in which they can continue their education. For additional information on TRHMC's program closure/reduction policy, see Resident Manual, Part I, Resident Policies – Program Reduction/Closure.
- G. A Due Process Statement, excerpted from the Resident Manual, is attached to this Agreement as Attachment B.

### **III. RESIDENT RESPONSIBILITIES**

- A. Hours of Duty: The Program Director of each residency program establishes the responsibilities, hours of duty, and on-call schedules consistent with ACGME's or AOA's conditions for his or her respective residency program. For additional information regarding hours of duty, see Resident Manual, Part I, Resident Policies – Duty Hours.
- B. Resident agrees to accept all "reasonable" assignments and perform all duties, at a satisfactory level of competence, as determined by his or her respective Program Director, the Director of Graduate Medical Education, and the President of TRHMC.
- C. Resident agrees to act in compliance with all applicable policies, procedures, rules, and regulations of TRHMC and its Resident Manual, as may exist from time to time.
- D. Resident agrees to complete all medical records on a weekly basis, unless there is an acceptable reason (illness, vacation, off-site rotation) for not doing so. Resident's record-keeping performance will be considered when contracts are renewed. Recurrent failure to meet regular record-keeping requirements may result in non-renewal of contract.
- E. Resident agrees to maintain a valid graduate license to practice medicine in the Commonwealth of Pennsylvania while performing his or her duties and responsibilities under this Agreement.
- F. Resident agrees to familiarize himself or herself with and adhere to ACGME general requirements, or so-called "Essentials of Accredited Residencies," and the "Special Requirements" for his or her respective residency training, as well as the requirements for Board certification. A copy of the ACGME "Special Requirements" for a residency will be provided at the orientation of the respective residency program. (The osteopathic intern must also familiarize himself or herself with AOA requirements. AOA membership is required for osteopathic interns.)
- G. Resident agrees to return all TRHMC properties, such as books, equipment, and completed records, and to settle his or her professional and financial obligations prior to termination and departure from TRHMC.

- H. Resident agrees to develop a personal program of self-study and professional growth, with guidance from TRHMC's teaching staff.
- I. Resident agrees to provide safe, effective, and compassionate patient care under supervision commensurate with his or her level of advancement and responsibility.
- J. Resident agrees to participate fully in the educational activities of his or her respective residency program and to assume responsibility for teaching and supervising other residents and students.
- K. Resident agrees to participate in institutional committees and councils, especially those that relate to patient care review activities and quality improvement activities.

**IV. OUTSIDE ACTIVITIES**

Resident agrees that he or she will not conduct a personal outside practice or bill patients for professional services rendered during the term of this Agreement. However, a Resident in the second or third year of his or her residency program may request authorization for participation in an extracurricular remunerative experience, i.e., professional activities outside of program, including "moonlighting," following application to and approval from his or her respective Program Director, as described in Resident Manual, Part I, Resident Policies – Outside Employment.

**V. ENTIRE AGREEMENT**

This Agreement and attachment hereto supersede any previous understanding between the parties, oral or otherwise, and constitute the entire agreement between the parties relating to the subject matter hereof. Resident's signature below indicates his or her acceptance of the terms and conditions set forth above. Resident's signature also indicates that he or she has read, understands, and agrees to comply with the Resident Manual, which is made part of this Agreement by reference.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties have executed this Agreement on the dates indicated below.

_____ , 2012	BY: _____ Resident THE READING HOSPITAL AND MEDICAL CENTER
_____ , 2012	By: _____ Program Director
_____ , 2012	By: _____ TRHMC Vice President



**The Reading Hospital  
and Medical Center**

**Certificate of Coverage for Residents Eligible for Unrestricted License**

(This certificate is issued as a matter of information only, and does not constitute a contract nor confer any right upon the certificate holder.)

Period of Coverage: beginning **July 1, 2012 through July 1, 2013** or until 12:01AM of the day following the identified health care provider's last day of employment at or on behalf of The Reading Hospital and Medical Center whichever first occurs.

To Whom It May Concern:

The Reading Hospital and Medical Center has established a self-insurance trust fund to provide protection against professional liability claims brought against the corporate entity and its agents, servants, and employees, as well as against certain agents, servants and employees of its subsidiary organizations and affiliates. The trust is actuarially funded on an annual basis to provide professional liability coverage on an occurrence basis of \$500,000 per occurrence and \$2,500,000 in the annual aggregate for The Reading Hospital and Medical Center and certain employees and \$500,000 per occurrence and \$1,500,000 in the annual aggregate for physicians and nurse midwives participating in the self-insurance program. Additionally, The Reading Hospital and Medical Center participates in the Medical Care Availability and Reduction of Error Fund (Mcare Fund): said Mcare Fund providing coverage on an occurrence basis in the amount of \$500,000 per occurrence and \$1,500,000 in the annual aggregate over the self-insured retention above-mentioned.

In accordance with the Statement of Coverage for The Reading Hospital and Medical Center, the above-described coverage and participation in the Mcare Fund is extended to **Physician Name** for acts and/or omissions occurring at or on behalf of The Reading Hospital and Medical Center, or for any acts and/or omissions for which The Reading Hospital and Medical Center has expressly agreed in writing to provide coverage. The terms of any such written agreement are available by contacting:

Cara E. Pepper  
2561 Bernville Road  
Reading, PA 19605  
(610) 898-6631

By its signature below, The Reading Hospital and Medical Center is certifying that it has reported or will report **Physician Name** to the Mcare Fund and The Reading Hospital and Medical Center will pay all applicable Mcare Fund surcharges on behalf **Physician Name** for the above-described coverage.

The self-insurance program for professional liability coverage is operating pursuant to a plan which has been approved by the Insurance Department of the Commonwealth of Pennsylvania.

The Reading Hospital and Medical Center

BY: \_\_\_\_\_

Richard W. Jones  
Chief Financial Officer

DATE: May, 15, 2012



**The Reading Hospital  
and Medical Center**

**Certificate of Coverage for Residents Not Eligible for Unrestricted License**

(This certificate is issued as a matter of information only, and does not constitute a contract nor confer any right upon the certificate holder.)

Period of Coverage: beginning **July 1, 2012 through July 1, 2013** or until 12:01AM of the day following the identified health care provider's last day of employment at or on behalf of The Reading Hospital and Medical Center whichever first occurs.

To Whom It May Concern:

The Reading Hospital and Medical Center has established a self-insurance trust fund to provide protection against professional liability claims brought against the corporate entity and its agents, servants, and employees, as well as against certain agents, servants and employees of its subsidiary organizations and affiliates. The trust is actuarially funded on an annual basis to provide single limit professional liability coverage on an occurrence basis of \$500,000 per occurrence and \$2,500,000 in the annual aggregate for the Hospital and certain employees. Additionally, The Reading Hospital and Medical Center participates in the Medical Care Availability and Reduction of Error Fund (Mcare Fund): said Mcare Fund providing a single limit of coverage on an occurrence basis to The Reading Hospital and Medical Center in the amount of \$500,000 per occurrence and \$1,500,000 in the annual aggregate over the self-insured retention above-mentioned.

In accordance with the Statement of Coverage for The Reading Hospital and Medical Center, the above-described coverage is extended to **Physician Name** for acts and/or omissions occurring at or on behalf of The Reading Hospital and Medical Center, or for any acts and/or omissions for which The Reading Hospital and Medical Center has expressly agreed in writing to provide coverage. The terms of any such written agreement are available by contacting:

Cara E. Pepper  
2561 Bernville Road  
Reading, PA 19605  
(610) 898-6631

By its signature below, The Reading Hospital and Medical Center is certifying that it has paid or will pay the Mcare Fund surcharge applicable to The Reading Hospital and Medical Center.

The self-insurance program for professional liability coverage is operating pursuant to a plan, which has been approved by the Insurance Department of the Commonwealth of Pennsylvania.

The Reading Hospital and Medical Center

BY: \_\_\_\_\_  
Richard W. Jones  
Chief Financial Officer

DATE: May 15, 2012



**The Reading Hospital  
and Medical Center**

## **Attachment B: Due Process Statement**

### **Remediation**

Residents who are not performing satisfactorily based on the standards and evaluation procedures must be immediately notified, and a written plan describing deficiencies and expectations must be developed. Examples of corrective actions include special assignments, direct supervision, repeating rotation(s), or, in severe cases, academic supervision. The Program Director in each program has the authority to initiate corrective actions and develop and monitor the plan. The plan of action should be specific and include measurable objectives.

#### **Academic Supervision/Suspension**

If remediation efforts have been unsuccessful, the Program Director has the authority to place individuals on academic supervision or suspend them. A letter of academic supervision will be provided to the resident that will include the following:

- Reason for academic supervision, specifically what that individual has been counseled for and for which insufficient improvement has been made;
- Duration of academic supervision (not generally less than 60 days or more than six months);
- Expectations;
- What will be done to assist the individual in meeting expectations;
- Mechanism of evaluation to determine improvement; and
- Consequences if expectations are not met. At least monthly written feedback must be provided to the resident during the academic supervision period.

### **Dismissal**

Dismissal may be considered for residents who have been unsuccessful in correcting the deficits which prompted academic supervision. A recommendation for dismissal may be made by the Program Director, and requires the support of the appropriate departmental committee (Medicine – Clinical Competence Committee; Family Medicine – Fulltime Faculty Committee; Obstetrics/Gynecology – Faculty Committee; or Transitional Year – Transitional Year Coordinating Committee).

Prior to dismissing a resident, a Program Director must verify that the resident was notified in writing of his or her performance problems, was given the opportunity to remediate his or her deficiencies, and was provided feedback on his or her efforts, except in circumstances described in the following paragraph.

Automatic dismissal or suspension may be considered for the following:

- Misrepresentation of facts or falsification of employment documents;
- Conviction of a felony while enrolled in a residency program;
- Failure to comply with or satisfactorily complete terms outlined in the GME Residents' Policies Manual (e.g., impaired physician policy, sexual harassment policy); or
- For just cause as defined in TRHMC's Personnel Policy No. 143 – Dismissal.

If termination is recommended, the resident will be informed both verbally and by certified mail. Within 10 days of written notification via certified mail, return receipt requested, the resident may request a hearing. The hearing will be scheduled as promptly as possible. The Hearing Committee will be composed of the Program Director, Director of Medical Education, Department Chair (if different from Program Director), Vice President/Human Resources, and Chief Medical Officer. The decision of the majority will be considered binding and conclusive.

A resident who is terminated will receive his or her stipend up to the day on which notice of termination was sent. Any unused vacation days up to that date shall be paid. At termination, the resident forfeits all rights to any other benefits from TRHMC. If the decision to terminate the resident is rescinded or modified following review of written comments or a hearing, the decision shall also state which rights, including compensation, shall be restored.

If the resident incurs incapacitating illness or disability and is unable to perform assigned duties for a period of three months, the Chief Medical Officer may terminate the appointment by notifying the resident in writing, or, at the recommendation of the Program Director, the resident may be placed on a leave of absence.

### **Non-Renewal**

Non-renewal must be based on the criteria established for dismissal. With rare exception, the Program Director will provide the resident with a written notice of intent not to renew a current contract no later than four months prior to the end of the contract.

### **Delay of Advancement**

The resident must meet all criteria outlined by the respective specialty boards for advancement to the next year of training. Occasionally, the Program Director may believe that a resident has the potential for advancement, but requires more time than that usually allotted for attaining that level of competency. The resident and Program Director may then establish a longer timeline to accomplish the necessary competencies. Planning should be consistent with specialty board policies. Areas of deficiency and means to overcome these deficiencies should be documented in the resident's file.

### **Resident Grievance**

In the event that the resident has a concern regarding any aspect of his or her TRHMC experience, he or she should first address the concern with the mentor or Program Director. If the resident does not perceive that the issue has been adequately addressed, the resident should present the concern to the CAO. Major concerns that cannot reach resolution may be brought to the Hearing Committee composed of a Program Director, CAO, and Chief Medical Officer, who will serve as the final arbiters of the grievance.

The Program Director serving on the Committee would routinely be the resident's Program Director.

If the grievance involves an issue where the resident's Program Director might have a conflict of interest, a Program Director from another department would be appointed by the Chief Medical Officer to serve on the Hearing Committee.

## Graduate Medical Education Renewal Agreement

\_\_\_\_\_ has met the standards for reappointment to PGY \_\_\_\_\_  
on \_\_\_\_\_ to \_\_\_\_\_ of \_\_\_\_\_ residency training.

His/her salary for the coming year will be \$\_\_\_\_\_.

THE READING HOSPITAL AND MEDICAL CENTER

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Program Director

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Resident

## Graduate Medical Education Away Rotation Agreement

Date \_\_\_\_\_

Heading

Dear \_\_\_\_\_:

This Letter of Understanding (“Letter”) confirms that The Reading Hospital and Medical Center (“Reading”) will permit \_\_\_\_\_ (“Trainee”) to participate in a rotation (“Rotation”) in the Department of \_\_\_\_\_ at \_\_\_\_\_ (“Hosting Facility”). Hosting Facility and Reading acknowledge that this Letter is contingent upon and subject to the offer of an educational appointment by the Hosting Facility and acceptance of such offer by Trainee. Conditions of the Rotation upon offer and acceptance of an educational appointment at Hosting Facility are as follows:

1. **Term of Rotation**: The Rotation period will begin \_\_\_\_\_ and will end \_\_\_\_\_.
2. **Hosting Facility Liaison**: Trainee will be under the supervision of \_\_\_\_\_ of the Department of \_\_\_\_\_.
3. **Reading Liaison**: Reading will designate \_\_\_\_\_ (Program Director) to serve as Reading’s liaison with Hosting Facility.
4. **Activities**: Trainee will gain clinical experience in \_\_\_\_\_ and activities will include: \_\_\_\_\_
5. **Trainee’s Responsibilities**: Trainee will:
  - a. comply with all policies, procedures, rules, and regulations of Hosting Facility;
  - b. assume responsibility for his/her own uniforms, transportation, parking, housing, meals, and other personal needs in the performance of activities under this Rotation, when such things are not provided for by Hosting Facility; and
  - c. maintain the confidentiality of all information in Hosting Facility records, including but not limited to patient records, research designs, and protocols as outlined in the signed Confidentiality of Information Agreement maintained by The Reading Hospital and Medical Center. A copy of this form is available upon request by Hosting Facility. Trainee is prohibited from disclosing confidential material and/or publishing any writings that relate to the Trainee’s experience at Hosting Facility without prior written approval by Hosting Facility.

6. **Reading's Responsibilities:** Reading will:

- a. confer academic credit, if applicable, to Trainee, upon successfully attaining the goals set for this Rotation;
- b. maintain professional liability insurance coverage for Trainee while in the course and scope of this Rotation (as set forth in paragraph 4, above) in accordance with the following:
  - 1) If the Trainee is not eligible for individual coverage through the Medical Care Availability and Reduction of Error Fund (Mcare Fund), it is agreed that the Hospital will provide professional liability coverage to the Trainee through the Hospital's single limit of professional liability coverage in the amount of \$500,000 per occurrence and \$2,500,000 in the annual aggregate. In addition, it is agreed that the Hospital will participate in the Mcare Fund, said Mcare Fund providing a single limit of coverage to the Hospital in the amount of \$500,000 per occurrence and \$1,500,000 in the annual aggregate over the primary retention above-mentioned. Such coverage may be satisfied by self-insurance programs established by Reading Hospital. Proof of such coverage will be provided upon the request of the Hosting Facility
  - 2) If the Trainee is eligible for individual coverage through the Mcare Fund, it is agreed that the Hospital will provide primary professional liability coverage to the Trainee in the amount of \$500,000 per occurrence and \$1,500,000 in the annual aggregate. In addition, it is agreed that the Hospital will report and pay the applicable surcharge to the Mcare Fund to obtain coverage for the Trainee in the amount of \$500,000 per occurrence and \$1,500,000 in the annual aggregate over the primary retention above-mentioned. Proof of such coverage will be provided upon the request of the Hosting Facility; and
- c. ensure that Trainee has satisfactorily completed any courses and or training that are prerequisites for participation in the Rotation.

7. **Hosting Facility's Rights and Responsibilities:** Hosting Facility will:

- a. offer regular formative feedback to the resident in training;
- b. provide input to Reading's liaison regarding Trainee's performance, for evaluation purposes; complete the Reading Hospital's summative evaluation form.
- c. provide an orientation period for Trainee to inform Trainee of Hosting Facility's facilities, policies, procedures, rules, and regulations; define the resident's responsibilities and the system of resident supervision.
- d. arrange for emergency health care for Trainee if needed while the Trainee is on-site at Hosting Facility, provided, however, that Hosting Facility will not be responsible for costs, follow-up care, or hospitalization associated with such emergency care; and

- e. have the right, in its sole discretion, to immediately dismiss Trainee from Hosting Facility thereby terminating the Rotation if Hosting Facility determines that (i) the presence of the Trainee has a detrimental effect upon Hosting Facility facilities, patients, or personnel; (ii) Trainee is compromising Hosting Facility's standards of care or performance, policies, or procedures; (iii) Trainee fails to maintain appropriate licensure as required by State law; (iv) the proper liability insurance coverage is not in effect; and/or (v) the Trainee acts beyond the course and scope of this Rotation (as set forth in paragraph 4, above).
8. A Trainee participating in this Rotation will not be an employee of Hosting Facility and will have no claim against Hosting Facility for any employment benefits, including but not limited to wages, workers' compensation benefits, disability benefits, or health insurance.
9. Hosting Facility will hold Reading harmless against any and all claims, demands, damages, liabilities, and costs which directly or indirectly result from, or arise in connection with, any act or omission of Hosting Facility, its agents, or employees, pertaining to its activities and obligations under this Letter. It is agreed that Reading's responsibility for all claims, demands, damages, liabilities, and costs which directly or indirectly result from, or arise in connection with, any negligent act or omission occurring within the course and scope of the employment of Trainee or any of Reading's officers, agents, or employees pertaining to the activities and obligations under this Letter will be limited to the amount of insurance stated in paragraph 6 (b), above..
10. The validity, interpretation, performance, and enforcement of this Letter will be governed by the laws of the Commonwealth of Pennsylvania.
11. By signing this Letter, the representative of Reading represents that such person is duly authorized by Reading to execute this Letter on behalf of Reading and Reading agrees to be bound by the provisions thereof. By signing this Letter, the representative of Hosting Facility represents that such person is duly authorized by Hosting Facility to execute this Letter on behalf of Hosting Facility and Hosting Facility agrees to be bound by the provisions thereof.
13. This Letter sets forth the entire understanding between the parties with respect to the subject matter hereof.

If you are in agreement with the above conditions regarding the commitment you have made under this Letter, please have a duly authorized representative sign duplicate originals in the designated spaces and return both originals for further processing to:

\_\_\_\_\_, Residency Program Manager, Department of \_\_\_\_\_, PO Box 16052, Reading, PA 19612-6052 or Fax (610)988-9003. (*Signature by facsimile will be deemed as an original*).

**APPROVED & ACCEPTED:**

\_\_\_\_\_,  
**Hosting Facility**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

HOSTING FACILITY LIAISON  
READ AND UNDERSTOOD:

By: \_\_\_\_\_

TRAINEE  
READ AND UNDERSTOOD:

By: \_\_\_\_\_

**APPROVED & ACCEPTED:**

**THE READING HOSPITAL AND  
MEDICAL CENTER MEDICAL CENTER:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Director, Residency

Date: \_\_\_\_\_

READING LIAISON  
READ AND UNDERSTOOD:

By: \_\_\_\_\_