SAMPLE TRAINEE CONTRACT

LAHEY CLINIC HOSPITAL, INC.
Residency/Fellowship Agreement 2011 - 2012

NAME:
SS #:
Type of Residency or Fellowship Training:
PGY:
SALARY:
ECFMG#
TRAINING DATES: July 1, 2011 – June 30, 2012

1. ***The Lahey Clinic Hospital, Inc. offers and the Resident/Fellow (trainee) accepts appointment under the following terms and conditions:***
   Appointment/Reappointment: Annual contingent upon successful completion of the training year as determined by the Program Director's Semiannual Evaluation submitted to the Department of Education. Four months written notice will be given prior to the end of the current agreement if contract will not be renewed or if trainee will not be promoted to the next level of training. If the primary reason(s) for the non-renewal or non-promotion occurs within the four months prior to the end of the agreement, trainee will be provided with as much written notice of intent not to renew or not to promote as circumstances will reasonably allow. A trainee may implement Lahey Clinic's Grievance Procedures, as outlined in the House Staff Manual, if the trainee receives a written notice either of Lahey Clinic's intent not to renew the agreement or of Lahey Clinic's intent to renew the agreement but not to promote the trainee to the next level of training.
2. **Meals**: Not provided.
3. **Salary**: Paid monthly on the 12th of the month, direct deposit available.
4. **Living Quarters**: Not provided. On-call rooms are provided for trainees required to remain in-house overnight by the training program in which trainee is enrolled.
5. **Laundry/Uniforms**: Provided at Lahey Clinic and affiliated training sites when needed.
6. **Hours of Duty**: Defined by training program in which trainee is enrolled in compliance with the Accreditation Council for Graduate Medical Education guidelines as determined by each Residency Review Committee. Full text of the "Duty Hour Policy" may be found in the Housestaff Manual.
7. **Vacation**: Three weeks (15 work days, co-terminus) per year. Vacation time must be scheduled through and approved by the respective Program Director. Vacation time must be used during the term of the residency/fellowship program at Lahey Clinic. Unused vacation time cannot be sold back.
8. **Licensure**: Annual fees paid for limited Massachusetts registration or the equivalent amount (currently $100) towards full registration.
9. **Professional Liability Insurance**: The Clinic provides malpractice insurance through the Lahey Clinic Insurance Company, Ltd. with tail coverage. Trainees are insured on an individual basis with limits of one million dollars per claim and no annual aggregate. Further information may be found in the Housestaff Manual under "Professional Liability Insurance."
10. **Medical Insurance**: Choice of five health plans for trainees and their families under the LaheyFlex Program are available. Cost is shared by trainee and Lahey Clinic Hospital, Inc. Coverage is available beginning on the first day of employment.
11. **Disability Insurance**: Choice of short term or long term plans is available under the LaheyFlex Program. See "Salary Continuation During Illness" under "Summary of Benefits" in the Housestaff Manual for policy on occasional absences.
12. **Family and Medical Leaves**: Trainees are eligible for leave under the institutional "Family/Medical Leave Policy." Trainee must complete a "Request for Family/Medical Leave Form" and obtain any necessary certification documents as required by the Policy. Leaves of absence may require that a trainee extend training in order to satisfy the criteria for successful completion of a training program, at the discretion of the respective Program Director and in compliance with the Program Policy concerning leaves of absence. Disputes concerning these requirements will be subject to resolution through the "Grievance" and "Due Process" Policies which may be accessed in the Housestaff Manual.
13. **Board Certification Information**: Each Program will provide trainee with information relating to access to eligibility for certification by the relevant certifying board(s).
14. **Environment**: The Lahey Clinic Hospital, Inc. agrees to provide a suitable environment for educational experience in the special area of the residency/fellowship.
15. **Resident/Fellow Responsibilities and Expectations:** The trainee agrees to meet Lahey Clinic Hospital, Inc. employment expectations of providing patient service and satisfaction, fulfilling all employment policies, participating in training and development activities as required by employment policies, and demonstrating appropriate personal actions at all times. In addition, the trainee agrees to:
    a. meet or exceed program-specific standards of clinical competence appropriate to the training level as evidenced by patient assessment, patient care planning, implementation of care, evaluation of care, and documentation of care;
    b. perform satisfactorily and to the best of his/her ability the customary services;
    c. to conform to Lahey Clinic Hospital, Inc. policies, procedures and regulations governing employees and residents/fellows that are not inconsistent with the Agreement;
    d. not to engage in medical practice except at the Lahey Clinic Hospital, Inc. and affiliated training facilities without written permission of the respective Program Director and Chairman of the Department of Education as outlined in the "**Moonlighting Policy**" which is available in the Housestaff Manual;
    e. to obtain a Certificate of Limited Registration or unrestricted license to practice medicine in the Commonwealth of Massachusetts in accordance with legal requirements, and to renew such licensure promptly;
    f. to provide the Department of Education and affiliated training sites with documentation necessary for hospital appointments in a timely manner, and
    g. after completion of training not to publish any Lahey Clinic Medical Center material unless it has been approved by the Chairman of the Department.
16. **Grievance/Due Process Policies:** When issues of quality and/or integrity are not resolved between a trainee and the Program Director, the institutional "Grievance Policy" and/or the Housestaff "Due Process" Policy as detailed in the Housestaff Manual will apply.
17. **Harassment Policies**: Lahey Clinic Hospital, Inc. is committed to providing a work environment that is free from all forms of harassment. Sexual harassment is unlawful and will not be tolerated at Lahey Clinic Hospital, Inc. The full text of the institutional policies on "Equal Employment Opportunity" and "Sexual Harassment" are available in the Housestaff Manual.
18. **Closure/Reduction Policy:** In the event of reduction in size or closure of a Program or closure of the Institution, the Housestaff Policy on "Closure/Reduction" (available in the Housestaff Manual) will apply. Reduction in the number of GME trainees will be accomplished by recruiting fewer trainees. Training commitments made to current trainees and to trainees who have accepted an offer will be allowed to complete their education or will be given assistance in enrolling in an ACGME-accredited program in which they can continue their education.
19. **Restrictive Covenants**: Neither Lahey Clinic nor its Programs will require trainees to sign a non-competitive guarantee.
20. **Physician Health and Substance Abuse Policies:** Lahey Clinic Hospital, Inc. promotes appropriate physician health in order to insure the delivery of safe and effective care to patients. Assistance to accessing counseling services is provided as outlined in the "Physician Health" and "Substance Abuse" Policies which may be found in the Housestaff Manual.
21. **Accommodation for Disabilities:** In accordance with the institutional Policy on "Equal Employment Opportunity," Lahey Clinic will consider making reasonable accommodations for any colleague determined to possess a qualified physical and/or mental handicap in order for the colleague to perform the essential functions of his/her position. The full text of this policy may be found in the Housestaff Manual.

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