

EFFECTIVE DATE: August 1, 20??

**HAMOT MEDICAL CENTER
TRAINEE AGREEMENT OF APPOINTMENT
(THE "AGREEMENT")
BY AND BETWEEN**

The Hamot Medical Center of the City of Erie, Pennsylvania, a Pennsylvania nonprofit corporation, located at 201 State Street, Erie, Pennsylvania 16550 (hereinafter referred to as "HMC")

- AND -

Name, home address, (hereafter referred to as "Trainee").

RECITALS:

WHEREAS, HMC is organized for the purpose of operating a health care facility, including medical services incident to both inpatient and outpatient care; and

WHEREAS, HMC, as a sponsoring institution of Graduate Medical Education, is committed to excellence in Trainee physician education and to providing an environment where Trainees can improve their skills and knowledge in a supervised yet semi-independent manner consistent with the requirements of the appropriate accrediting bodies; and

WHEREAS, Trainee meets all requirements for participation in a graduate program of medical education conducted by HMC,

WHEREAS, HMC and Trainee intend to be legally bound by the terms of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, HMC and Trainee mutually agree to the following terms and provisions:

1. TERM

The term of this Agreement is for one (1) year beginning as of August 1, 20?? and, unless earlier terminated as set forth below, ending on July, 30 20?? . In addition to the terms and conditions of this Agreement, advancement and completion are contingent upon maintenance of academic good standing and satisfactory performance of assigned rotations and duties as determined by evaluations by the Program Director and others as required for this educational program.

2. APPOINTMENT

Trainee is hereby employed by HMC as a first-year Fellow, sixth-year Graduate in the Orthopedic Hand Surgery Program. In this capacity, Trainee will participate in a graduate medical education program which includes, but is not limited to, classroom and lecture sessions, patient care responsibilities, and other activities as determined by Trainee's specific graduate medical education program.

Trainee agrees to perform all duties and services in a competent, professional, and effective manner. Trainee agrees to abide by and adhere to the policies, procedures, rules and regulations of HMC and its Department of Medical Education, as more specifically set forth in the HMC's Employee Handbook, HMC's Human Resources various guidelines and directives, and the Trainee Handbook, including without limitation, the HMC medical staff bylaws. These policies, procedures, rules and regulations may from time to time be amended at the discretion of HMC.

Furthermore, any away or outside elective rotations requested by the Trainee will be considered and approved at the sole discretion of the Program Director and Director of Medical Education of HMC as set forth in the "Away Rotations for Hamot Residents" policy of the Trainee Handbook.

Trainee agrees to abide by and shall conduct his or her performance in accordance with the Statement of Trainee Responsibilities as set forth in Paragraph 3 below.

3. STATEMENT OF TRAINEE RESPONSIBILITIES

The goal of the training program is to provide Trainee with an extensive experience in the art and science of medicine in order to achieve excellence in the diagnosis, care and treatment of patients. To achieve this goal, Trainee agrees to do the following:

- a. Under the supervision of the Program Director, assume responsibilities for the safe, effective and compassionate care of patients, consistent with the Trainee's level of education and experience.
- b. Increase proficiency in the core competencies –patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism and systems based practice, consistent with the Trainee's progressive training level.
- c. Participate fully in the educational and scholarly activities of the training program, including those Duties as outlined in Attachment I attached hereto and incorporated herein; and, as required, assume responsibility for teaching and supervising other Trainees and medical students.
- d. Develop and participate in a personal program of self-study and professional growth with guidance from the teaching staff and attending physicians.
- e. Participate in institutional programs, committees, councils and activities involving the medical staff, and adhere to the established policies, procedures, and practices of the sponsoring institution and its affiliated institutions.
- f. Comply with all HMC and medical staff rules, regulations, practices, procedures and policies, including those set forth in the Trainee Handbook.

- g. Adhere to the call schedule and schedule of assignment in a prompt and timely fashion.
- h. Participate in the evaluation of the training program and its faculty.
- i. Develop an understanding of the ethical, socioeconomic, and medical/legal issues that affect the practice of medicine.
- j. Apply cost containment measures in the provision of patient and medical care.
- k. Keep charts, records, and reports up-to-date and signed at all times as per medical staff policies and procedures, with all notes and orders appropriately authenticated.
- l. Adhere to ACGME institutional and program requirements, including meeting the duty hours policy and appropriately addressing rest and fatigue issues.
- m. Pass Step 3 of USMLE or COMLEX prior to contract begin date.
- n. Meet the requirements, qualify for and complete the application to obtain a Pennsylvania Training License prior to contract beginning date.
- o. Obtain a full and unrestricted license in the Commonwealth of Pennsylvania prior to contract beginning date. When unrestricted license is obtained, Trainee must obtain a DEA license.
- p. Accept the obligation to function as an integral member of the health care team, treating other health care professionals and support staff with respect, courtesy, and professionalism.
- q. Authorize HMC to divulge such information deemed pertinent to a requesting institution and hold HMC harmless from any liability that may be associated with release of such information should another medical or health care institution, licensing body, insurance administrator, or similar regulatory or licensing body request references and other information on the Trainee from HMC and HMC believes that such a request is honorable and proper. This Paragraph 3 shall survive the termination or expiration of this agreement.

Failure to meet any of the above requirements and responsibilities will serve as proper cause for termination and removal from the training program.

4. COMPENSATION

As full compensation for all duties performed pursuant to this Agreement, Trainee shall receive fifty-four thousand, ninety dollars (\$54,090) annually, which will be paid by HMC in equal bi-weekly installments according to HMC's normal and regular payroll periods, less authorized and legally required taxes, withholdings and deductions and pursuant to the policies of HMC.

5. RECRUITMENT AND APPOINTMENT

The Department of Medical Education of HMC and its graduate medical education training programs shall follow the developed criteria for recruiting and selecting Trainees as set forth in the "Eligibility, Recruitment and Selection of Trainees" policy of the Trainee Handbook.

6. FRINGE BENEFITS

HMC will provide Trainee with the benefits as outlined in Attachment II attached hereto and incorporated herein, including health, dental, disability, and life insurance, time off pay, leave of absence, counseling services, parking, on-call quarters, lab coats, meals, educational materials/fees, and moving expenses.

7. TIME OFF

Approval of Trainee leave or time off (vacation/sick/professional) may be affected by unsatisfactory performance, illness, or noncompliance with the rules and regulations, and the policies of HMC and the Department of Medical Education as set forth in the "Leave of Absence" policy and the "Time Off" policy of the Trainee Handbook.

The allowable paid time off shall not be cumulative from year to year and must be taken during the appointed Graduate Year, subject to satisfactory scheduling by the applicable Program Director or his/her designee. Consistent with Board Certification requirements and with written Medical Education policies, non-educational time off (vacation, illness, LOA, etc.) that exceeds program requirements during the academic/contract year may result in unsatisfactory or incomplete rotations, and the extension of the training period equivalent to the excess time is not guaranteed by HMC, as set forth in the "Time Off" policy and "Leave of Absence" policy of the Trainee Handbook.

8. MEDICAL MALPRACTICE INSURANCE

HMC provides professional liability insurance of the claims-made type covering Trainee for his/her official and professional activities at HMC, HMC affiliates, or other affiliated institutions. The amount of such liability coverage shall be determined by HMC in its sole discretion, but will be consistent with amounts provided by Hamot for other medical/professional practitioners and consistent with the limits that are required by Pennsylvania law.

9. MOONLIGHTING POLICY

Graduate medical education is a full-time experience. All Trainees will abide by the "Moonlighting by Trainees" policy as set forth herein and in the Trainee Handbook.

10. FACULTY RESPONSIBILITIES AND SUPERVISION

Teaching faculty is responsible to provide educational and clinical experience in a supervised environment conducive to learning, as set forth in the "Supervision of Trainees and Faculty Responsibilities" policy of the Trainee Handbook.

11. DUTY HOURS

HMC is responsible for promoting patient safety and education through carefully constructed duty hour assignments, on-call schedules and teaching faculty supervision. Trainee duty hours and on-call schedules will conform to ACGME program requirements. All Trainees are expected to be rested and alert during duty hours, and must not regularly report to work without sufficient rest, as set forth in the "Duty Hours" policy of the Trainee Handbook.

12. SEXUAL AND OTHER FORMS OF HARASSMENT

It is the policy of HMC and its affiliates to provide a work environment free from sexual and other harassment and to discipline any Trainee guilty of committing such conduct, as set forth in the "Harassment" policy of the Trainee Handbook, HMC's Employee Handbook and HMC's Human Resource guidelines. The Trainee agrees to accept appointment to HMC's program under and subject to the "Harassment" policies set forth in the HMC Trainee Handbook, HMC's Employee Handbook, and HMC's Human Resource guidelines. The Trainee should report complaints of harassment and/or exploitation as set forth in such HMC policies.

13. TRAINEES WITH DISABILITIES

HMC will provide reasonable accommodations for Trainees with disabilities as set forth in the "Accommodations for Trainees with Disabilities" policy of the Trainee Handbook.

14. DRUG FREE WORKPLACE

The illegal manufacture, illegal distribution, illegal dispensation, illegal possession, or illegal use of narcotics, drugs, or other controlled substances is strictly prohibited by HMC. In addition to any and all legal and equitable remedies available, HMC and its personnel will take all appropriate action, including without limitation the termination of this Agreement and removal of Trainee from the program, upon any violation of this Paragraph 14.

15. TRAINEE IMPAIRMENT AND SUBSTANCE ABUSE

HMC provides education on physician impairment (including substance abuse) to Trainees. Appropriate confidential counseling services are provided in a non-punitive fashion, when necessary, as set forth in the "Impairment and Substance Abuse in Residency Programs" policy of the Trainee Handbook.

16. SAFETY AND SECURITY

HMC provides security and safety measures, appropriate to the risks associated with the Trainee training environment, in all areas and locations associated with such training, including parking areas, on-call quarters, inpatient and outpatient facilities, hospital, and institutional grounds.

17. OSHA and CDC RECOMMENDATIONS

Trainee is required to comply with all Occupational Safety and Health Act (OSHA) and Center for Disease Control (CDC) standards and requirements, which assumes that every direct contact with a patients' blood and other body substances is infectious and requires the use of protective equipment to prevent parenteral, mucous membrane and non-contact skin exposures to the healthcare provider. HMC agrees to provide, and make readily available, personal protective equipment to include gloves, face protection (masks and goggles), cover gowns, and other protective equipment as required, such as lead-lined apparel or equipment to protect from radiation.

18. TERMINATION, NON-PROMOTION AND NON-RENEWAL

Either party may terminate this Agreement at any time upon notice thereof for proper cause. Proper cause shall mean the failure of either party to meet their obligations under this Agreement. Furthermore, the Trainee agrees that his/her continued employment and advancement is conditioned upon satisfactory performance of assigned duties and academic progress as determined by supervising faculty in accordance with this Agreement and program requirements. Failure to demonstrate satisfactory performance and progress in core competencies may result in the termination of the Trainee's appointment and of this Agreement, subject to Trainee's due process rights hereunder. In addition, any misrepresentation by act or by omission in the Trainee's application for appointment to HMC's program, in any documents in support thereof, or in any application for appointment to HMC or its affiliates will be considered adequate basis for termination of such appointment and this Agreement. The Trainee also may unilaterally terminate his/her appointment upon at least 60 days advance written notice to the Program Director.

The Chair of the Medical Staff Executive Committee, the Chief Medical Officer, the Program Director, the Director of Medical Education (or such designees), the Executive Committee of either the Medical Staff or the Board of Trustees shall each have the right to summarily suspend all or any portion of the activities of Trainee whenever such action must be taken immediately in the best interest of patient care. Such summary suspension shall become effective immediately. Upon imposition of a summary suspension, the Program Director shall provide written notice of the matter to the Director of Medical Education and the Chief Medical Officer and the matter shall be processed in accordance with the procedures as outlined in the "Academic Deficiency, Remediation, Dismissal, Non-Promotion, Non-Renewal of Contract and Due Process" and "Misconduct, Dismissal, Non-Promotion, Non-Renewal of Contract and Due Process" policies in the Trainee Handbook. Suspension pursuant to this section shall be with pay unless Trainee's actions constitute an infraction of safety rules of major significance.

Except in cases of termination, as described above, in the event that the Trainee's appointment is not renewed or the Trainee is not promoted to the next level of training, the Program Director will provide the Trainee with a written notice of intent not to renew

or promote no later than four (4) months prior to the end of the Trainee's current term. However, if the primary reason(s) for the non-renewal or non-promotion occur(s) within the four (4) months prior to the end of the term, the Program Director will provide the Trainee with as much written notice of the intent not to renew or promote as circumstances reasonably allow, prior to the end of the term. The Trainee may appeal a decision of non-renewal or non-promotion in accordance with Paragraph 19, Due Process, herein.

Upon termination or non-renewal of the Trainee's appointment and this Agreement, the Trainee's salary will be discontinued and the only obligation of HMC to the Trainee will be to pay the Trainee any salary that may be due, on a prorated annual basis, up to the date of such termination or non-renewal. Applicable HMC personnel policies will determine the termination of health insurance and other benefits hereunder.

19. DUE PROCESS

Any problem, grievance, adverse actions, misunderstanding, or alleged violation(s) arising under this Agreement and any pertinent matters relating thereto and to Trainee's status in his/her training program, shall be resolved in accordance with the "Grievance Resolution and Due Process" policy, the "Academic Deficiency, Remediation, Dismissal, Non-Promotion, Non-Renewal of Contract and Due Process" policy, or the "Misconduct, Dismissal, Non-Promotion, Non-Renewal of Contract and Due Process" policy, contained within the Trainee Handbook.

20. CONTINUATION OF TRAINING

The Program Director, with the participation of program faculty, will evaluate the knowledge, skills, and professional growth of Trainee during the course of the program. The results of this evaluation will be accessible to Trainee. Unsatisfactory Trainee evaluations can result in required remedial activities, temporary suspension from duties, non-renewal of contract, non-promotion or termination of employment and residency education. Should such suspension, termination, non-promotion or non-renewal of contract be necessary, such suspension, termination, non-promotion or non-renewal of contract will be affected as set forth in Paragraph 18 above.

An appropriate certificate will be provided upon satisfactory completion of the education and training program. The records of each Trainee shall be maintained as confidential, and the consent of the individual shall be required before access is allowed to such records except where permitted or required by law, or where directly or routinely required in the administration of the program or the enforcement of this Agreement.

Program appointment, advancement and completion are not assured or guaranteed to the Trainee, but are contingent upon the Trainee's satisfactory demonstration of progressive advancement in scholarship and continued professional growth.

Upon satisfactory completion of the Trainee training year as determined by the Program Director and faculty, Trainee shall be promoted to the next level of Trainee training required and approved for his/her specialty, unless either HMC or Trainee shall give written notice to the other of termination, non-promotion or non-renewal upon completion of the current contract year. Such advance written notice must be provided by either party as provided in Paragraph 18 above.

The "Evaluation and Advancement of Trainees" policy is more fully detailed in the Trainee Handbook.

21. HOSPITAL OR PROGRAM CLOSING/EFFECTS OF DISASTER

HMC will inform Trainee of adverse accreditation actions taken by any accrediting body in a reasonable period of time after the action is taken. Should HMC begin the process of closing or reducing in size the hospital or a training program for accreditation reasons or for other reasons, Trainee will be informed at as early a date as possible. If HMC is unable to permit Trainee to complete the training program due to closure or reduction of the hospital or program, HMC will provide two (2) months severance compensation to Trainee, as set forth in the "Program/Institution Closure, Reduction, Effects of Disaster" policy of the Trainee Handbook.

In the event that HMC is stricken by disaster or similar catastrophic event causing patient care and continuation of training to be interrupted or unexpectedly disrupted, HMC will exercise its best efforts to assist Trainee in continuing his or her program education, as set forth in the "Program/Institution Closure, Reduction, Effects of Disaster" policy of the Trainee Handbook.

22. NONDISCRIMINATION

HMC does not discriminate on the basis of race, color, national origin, religion, sex, physical or mental disability, medical condition, ancestry, marital status, age, sexual orientation, citizenship or status as a covered veteran. This policy applies to all employment practices, including recruitment, selection, promotion, transfer, merit increase, salary, training and development, demotion, and separation. This policy is intended to be consistent with the provisions of all applicable state and federal laws and HMC policies.

23. ENTIRE AGREEMENT

This Agreement and the attached Attachments I and II, which are hereby incorporated into this Agreement by reference, shall constitute the entire agreement and understanding between the parties regarding the subject matter hereof and supersedes all prior communications and writings with respect to the content of said Agreement. This Agreement may be revised or modified only in a writing signed by both parties.

24. SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

25. WAIVER

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

26. ASSIGNMENT

Neither party may assign this Agreement or any rights or obligations under this Agreement to an unaffiliated third party without the prior written consent of the other party. Any assignment in violation of this provision is null and void.

27. NO THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third-parties or any persons other than the parties hereto.

28. GOVERNING LAW

This Agreement shall be interpreted, and the relationship between the parties governed, exclusively by the laws of the Commonwealth of Pennsylvania, excluding any choice of law provisions which would direct the application of the laws of a different jurisdiction.

29. COUNTERPARTS

This Agreement may be executed by the parties in separate counterparts and by facsimile each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have, in good faith, executed this Agreement as of the Effective Date above first written.

Witness

Name
Fellow

Date

John D. Lubahn, M.D.
Program Director
Hamot Medical Center

Richard W. Long, MD
Director of Medical Education
Hamot Medical Center

Witness

John T. Malone
President/Chief Executive Officer
Hamot Health Foundation

Date

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