

**LAHEY CLINIC TRAINING PROGRAM
AFFILIATION AGREEMENT
2006**

SPONSORING INSTITUTION:

Lahey Clinic Hospital, Inc., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts with a principal place of business at, 41 Mall Road, Burlington, Massachusetts, 01805, (hereinafter "Lahey")

TITLE OF LAHEY TRAINING PROGRAM: Pulmonary Disease and Critical Care Medicine Fellowship

AGREEMENT made between Lahey and Children's Hospital Boston, 300 Longwood Avenue, Boston, MA 02115 (hereinafter "Affiliate Institution") which is desirous of participating in said program of graduate medical education as an affiliated institution;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. EDUCATIONAL GOALS AND OBJECTIVES:

Both Lahey and the Affiliate Institution acknowledge the importance of graduate medical education and agree to support the goals of the Training Program which are as follows:

- To provide fellows with formal instruction and clinical experience in the evaluation and management of patients with genetic and developmental disorders of the respiratory system, including cystic fibrosis.

Purpose of the rotation:

- To acquire knowledge and familiarity about the pathophysiology and genetics of cystic fibrosis.
- To acquire knowledge and skill in diagnosing cystic fibrosis.
- To acquire knowledge about the pulmonary complications associated with cystic fibrosis.
- To acquire knowledge and skill in treating the pulmonary complications associated with cystic fibrosis such as respiratory infection, pneumothorax and hemoptysis.
- To acquire knowledge about standard and novel treatments for patients with cystic fibrosis.
- To acquire knowledge about lung transplantation for patients with cystic fibrosis.

2. ASSIGNMENT OF FELLOWS

Lahey and Affiliate Institution agree that 1-2 fellows per year from the Lahey Pulmonary Disease and Critical Care Medicine Fellowship Program will rotate, one at a time, through the Affiliate Institution for up to one month during their second year of fellowship training.

3. PROGRAM DIRECTOR:

Andrew G. Villanueva, M.D.

The parties agree that the Program Director shall be a member of Lahey's Department of Pulmonary and Critical Care Medicine, designated by the Chair of the Department. The responsibilities of the Program Director shall include but not necessarily be limited to:

- Designing and implementing an appropriate curriculum of graduate education for said training program;
- Selecting the fellows to participate in the program;
- Establishing a schedule for all fellows and teaching staff participating in the program at Lahey and the affiliated institutions;
- Preparing a program budget and providing all required assessments and evaluations to accrediting organizations;
- Performing an in-depth evaluation of every fellow participating in the program every six months; and
- Periodic discussion with designated representatives from each affiliated institution to coordinate program activities.

4. TEACHING STAFF

Lahey shall provide teaching staff from its attending physicians in the Department.

The individual at the Affiliate Institution listed below has administrative responsibility for the rotating fellows, and is responsible for ensuring the achievement of educational goals and provision of appropriate fellow supervision at the Affiliate Institution.

Debra Boyer, M.D.

Program Director, Pediatric Pulmonology Fellowship, Boston's Children's Hospital

Each affiliated institution shall select qualified teaching staff to participate in the program and shall provide required information concerning such staff to the Program Director. (See Attachment B.)

5. EDUCATIONAL CONTRIBUTION

Lahey and Affiliate Institution hereby agree to contribute to the education of fellows participating in the Program by the provision of teaching conferences as required by the curriculum established by the Program Director.

Further, Lahey and Affiliate Institution agree that designated teaching staff in each institution will supervise all patient care provided by fellows participating in the Program and that such supervision is considered an essential component in the fellow's educational experience.

6. CREDENTIALING

Lahey agrees that each fellow placed at the Affiliate Institution shall be credentialed by Lahey in accordance with the applicable regulations of the Massachusetts Board of Registration in Medicine.

7. FINANCIAL COMMITMENTS

Lahey's fellows are all employees of Lahey Clinic and will receive salary, fringe benefits, and professional liability coverage in accordance with Lahey policies applicable to Fellows and Fellows, in effect from time to time.

The parties agree that all fellows participating in the Program shall receive three (3) weeks of vacation per academic year.

8. FACILITIES AND RESOURCES

All fellows participating in the Program shall have access to the medical library of each affiliated institution. Each affiliated institution shall attempt to ensure that its library includes an adequate supply of standard reference texts and current journals relevant to the Program. Fellows will also have access to medical records and x-rays at each affiliated institution in accordance with the policies and procedures of Lahey or the affiliated institution governing such access. Each affiliated institution shall provide fellows suitable resources and facilities for completion of the residency rotations.

9. SUPERVISION OF FELLOWS

The parties agree that fellows providing patient care in any affiliated institution will at all times be supervised by one or more designated members of the program teaching staff, all specified in paragraph seven (7) above.

10. EVALUATION AND ADVANCEMENT

Each fellow shall have an assigned preceptor during each rotation. The preceptors shall be responsible for providing an assessment of the progress made by the fellows during rotations. Each fellow shall receive a written evaluation after his or her rotation at the Affiliate Institution by the preceptor. Copies of each such evaluation shall be provided to the fellows and to the Program Director. The Program Director shall be responsible for providing an in-depth evaluation of the knowledge, skills and professional growth of each fellow every six months. The Lahey Program Director will seek evaluation from the fellows regarding their education experience during the rotation at the Affiliate Institution.

11. FELLOW RESPONSIBILITIES

The parties agree to adopt the recommendations of the ACGME relating to the responsibilities of fellow physicians, which listing may be amended from time to time. Said recommendations require fellow physicians to demonstrate the following:

- a. Patient care that is compassionate, appropriate, and effective for the treatment of health problems and promotion of health;
- b. Medical knowledge about established and evolving biomedical, clinical, and cognate (eg. epidemiological and social-behavior) sciences and the application of this knowledge to patient care;
- c. Practice-based learning and improvement that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care;
- d. Interpersonal and communication skills that result in effective information exchange and teaming with patients, their families, and other health professionals;
- e. Professionalism, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population; and
- f. Systems-based practice, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system for health care and the ability to effectively call on system resources to provide care that is of optimal value.

Lahey and the Affiliate Institution shall ensure that fellows:

- Develop a personal program of learning to foster continued professional growth with guidance from the teaching staff;
- Participate in safe, effective and compassionate patient care under supervision, commensurate with their levels of advancement and responsibility.
- Participate fully in the educational and scholarly activities of their Program and, as required, teach and supervise other fellows and students.
- Participate in institutional program and activities involving the medical staff and adhere to established practices, procedures and policies of the institutions.
- Participate in institutional committees and councils, especially those that relate to patient care review activities, and affect their education; and
- Apply cost containment measures in the provision of patient care.

12. DUE PROCESS

The parties agree to adopt for fellows participating in the Program the procedures relating to discipline for fellows employed by the Sponsoring Institution as described in that institution's House Staff Manual provided such manual complies with all applicable statutes, regulations and ACGME requirements. Notwithstanding such adoption, it is agreed by the parties that each affiliated institution has the right to determine whether a particular fellow may provide patient care in that institution. It is further agreed by the parties that such approval for fellow participation at an affiliated institution will not be unreasonably withheld.

13. COMPLIANCE WITH LAWS; ACCREDITATION; ACGME REQUIREMENTS

This agreement shall be governed by the laws of the Commonwealth of Massachusetts. Lahey and all Affiliate Institutions shall comply with all applicable federal, state, and municipal laws and regulations while performing their obligations under this Agreement. Lahey and all Affiliate Institutions shall maintain accreditation by JCAHO throughout the initial and any subsequent terms of this Agreement, and shall immediately notify the other party of any change in accreditation status. The parties shall take all actions necessary to assure compliance of the Program with the guidelines established by the ACGME.

16. TERM

The term of this Agreement, effective January 1, 2006 shall be for a period of one (1) year. It may be renewed annually upon written agreement of the parties. The Agreement may be terminated at any time by mutual consent of the parties. Either party may terminate this Agreement with six (6) months written notice to the other party.

17. PATIENT BILLING

No affiliated institution nor any affiliated institution's fellows shall bill for patient care services rendered by the affiliated institution's fellows during the clinical rotations at other affiliated institutions.

18. ACCESS TO RECORDS

For at least four (4) years after participating in this Agreement, Lahey shall, upon request, make the following documents available to the Secretary of Health and Human Services, the Controller General, or the authorized representative of either: a copy of this Agreement, all books, documents and records necessary to certify the nature and extent or the costs incurred by Affiliate Institution in connection with this Agreement, and such other documents as may be requested pursuant to 41 U.S.C., 1395x (v)(1)(i) as amended. If any of the duties required under this Agreement are carried out through a subcontract with a value or cost \$10,000.00 or more over a twelve-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary or upon request by the Comptroller General or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. NOTICES

All notices required to be given under this Agreement shall be deemed sufficiently served if in writing and hand delivered or mailed postage prepaid, as follows:

To Affiliate Institution: Debra Boyer, M.D.
Children's Hospital Boston
Hunnewell 2
300 Longwood Avenue
Boston, MA 02115

[Affiliate Institution DIO](#)

Affiliate Institution, Legal Counsel

To Lahey: Andrew G. Villanueva, M.D.
Lahey Clinic Medical Center
Department of Pulmonary and Critical Care Medicine
41 Mall Road
Burlington, MA 01805

With Copy to: David J. Schoetz, Jr., M.D., DIO
Lahey Clinic
41 Mall Road
Burlington, MA 01805

With copy to: Donna L. Cameron, J.D.
Executive Vice President and Chief Legal Counsel
Lahey Clinic Hospital, Inc.
41 Mall Road
Burlington, Massachusetts 01805

20. NON DISCRIMINATION

In no event shall any individual or entity participating in the Program discriminate against any fellow because of race, color, creed, age, ancestry, national origin, gender, religion, veteran status, marital status, sexual preferences, disability, or any other classification protected by applicable municipal, state or federal employment discrimination laws.

21. INDEPENDENT CONTRACTORS

The parties hereto shall at all times during the term of this Agreement remain independent contractors. Neither party is authorized to act as the agent or employee or on behalf of the other party and neither party shall assume any obligation or incur any expense on behalf of the other party.

22. ASSIGNMENT

The Agreement may not be assigned without the prior written consent of the non-assigning party.

23. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties hereto, and shall not be amended, changed or modified in any way except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunder set their hands this _____ day of _____, _____.

LAHEY CLINIC HOSPITAL, INC

CHILDREN'S HOSPITAL BOSTON
AFFILIATING FACILITY NAME

David M. Barrett, M.D.
Chief Executive Officer

AFFILIATING ADMINISTRATION

David J. Schoetz, Jr., M.D.
Chairman, Department of Education

AFFILIATING DIO

Andrew G. Villanueva, M.D.
Program Director

Debra Boyer, M.D.
AFFILIATING PD

**ATTACHMENT 1
Lahey Clinic**

**Fellow Rotation Schedule
Names/Dates**

ATTACHMENT 2

**LIST OF TEACHING FACULTY TO BE PROVIDED BY AFFILIATING
INSTITUTION/PROGRAM**