

## HOUSE STAFF APPOINTMENT AGREEMENT

**THIS HOUSE STAFF APPOINTMENT AGREEMENT ("Agreement")** is entered into between <<First Name>> <<Last Name>>, <<Cred>> ("House Staff Member") and MaineHealth d/b/a **Maine Medical Center**, a nonprofit corporation ("MMC").

### RECITALS

**WHEREAS** MMC maintains an ACGME-accredited residency/fellowship program at MMC (hereinafter "House Staff Program"); and

**WHEREAS** MMC agrees to appoint the Resident/Fellow (hereinafter "House Staff Member") and the House Staff Member agrees to accept appointment to the MMC House Staff as a <<Identify as Resident or Fellow>> in his/her/their <<PRG Year>> program year (<<PRG>>) in the specialty of <<Program>>;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### ARTICLE I REPRESENTATIONS AND OBLIGATIONS OF THE HOUSE STAFF MEMBER

1.1 Representations and Obligations. The House Staff Member agrees to:

- A. Perform all responsibilities and meet all expectations of MMC in connection with his/her/their House Staff Program and employment including but not limited to performing the responsibilities outlined by the House Officers' Manual and responsibilities otherwise assigned by MMC. Services provided by the House Staff Member shall be provided in adherence to applicable professional standards and principles of professional ethics, applicable standards and requirements of accrediting and licensing agencies, ACGME requirements, and all local, state and federal legal requirements that apply to House Staff Member's services and employment. At all times, House Staff Member shall maintain all licensing, credentialing and/or other criteria as applicable and necessary for the provision of his/her/their services under this Agreement, including as determined by MMC.
- B. Abide by the institutional, human resources, operational and other policies and procedures of MMC applicable to its employees and House Staff Members; abide by applicable hospital, board(s) of trustee and medical staff bylaws and medical staff rules and regulations; abide by all privacy and security provisions of the federal Health Insurance Portability and Accountability Act of 1996 and of similar state law(s); and abide by all federal, state and local laws, regulations and other legal requirements that apply to, among other things, providing and billing for health care services and to House Staff Member's overall employment/House Staff Program duties and responsibilities. Further, at all times House Staff Member must abide by MMC's Values in Action, including but not limited to values of respect, integrity and patient-centeredness, as well as by applicable Physician Code(s) of conduct. Throughout his/her/their House Staff Program, House Staff Member is expected to work collaboratively with, and relate in a professional and supportive manner towards, all MMC employees, patients, contractors, visitors and/or other persons with whom the House Staff Member interacts in connection with his/her/their appointment.
- C. Refrain from charging fees or accepting monies from any patient for services rendered at MMC. House Staff Member acknowledges and agrees that each patient is the responsibility of the attending physician who shall assign to the House Staff Member duties and functions relating to patient care in accordance with the House Staff Member's level of training, experience and competence.
- D. Adhere to MMC's policies and procedures regarding work uniforms including if and as maintained MMC's "Appearance Policy" as identified on the hospital intranet and including as such policy relates to patient-care and/or department specific garments and wearing of ID badges and appropriate identification while at work.

E. Pre-Employment Contingencies: Prior to the House Staff Member's Program Start Date and in order to commence appointment/employment with MMC's House Staff Program, the House Staff Member must first: (1) provide acceptable documentation of identity; (2) comply with all policies of MMC's Human Resources and Employee Health Departments concerning applicants for employment and prospective employees, including successful and satisfactory completion of required pre-employment screenings, verifications, Visa approvals if and/as applicable and/or appropriate and a post-offer, pre-employment health exam; (3) meet all underwriting requirements of Medical Mutual Insurance Company of Maine and/or of any other professional liability carrier(s) for MMC if/as applicable to House Staff Member position and have this insurance in place; (4) possess/obtain a State of Maine Educational Medical License which is valid, current, without other restriction and in good standing; (5) be appropriately registered, licensed and/or certified including with the DEA to prescribe controlled substances without restriction and/or limitation; (6) be eligible to participate in state and federal healthcare programs, including Medicare and Medicaid, and not be excluded, suspended, debarred or otherwise ineligible to participate in federal health care programs including as defined in 42 USC §1320 or in any state healthcare program; and (7) not have been previously excluded, suspended, debarred from or otherwise rendered ineligible to participate in any federal or state healthcare programs. MMC will assist the House Staff Member in obtaining his/her/their State of Maine Educational Medical License and will pay for such State of Maine Educational Medical License if/as applicable. House Staff Member acknowledges that his/her/their failure to satisfy any of the contingencies for appointment/employment deemed necessary by MMC by the House Staff Member's Program Start Date including but not limited to as identified under this Paragraph may result in delay of House Staff Member's ability to commence his/her/their House Staff Program and/or withdrawal of his/her/their offer of appointment/employment.

1.2 Approved Rotations Outside MMC. In order for House Staff Member to provide professional services at other facilities or to non-MMC patients, such professional services must be deemed by MMC to be in furtherance of the House Staff Member's medical education and training, anticipated to be of limited duration, and must first be approved in writing by the House Staff Member's Program Director and MMC's Designated Institutional Officer ("approved rotations"). Approved rotations are required to complement and be within the scope of the House Staff Member's training/participation in the MMC House Staff Program and his/her/their employment with MMC.

1.3 Moonlighting. House Staff Member may provide "moonlighting" services only after obtaining prior written consent from their Program Director and so long as the nature and amount of "moonlighting" services to be provided does not adversely affect House Staff Member's provision of services to MMC under this Agreement as determined by MMC. Prior to providing any moonlighting services, the House Staff Member is required to provide proof of professional liability insurance for such "moonlighting" services in a form and amount of coverage acceptable to MMC. Such "moonlighting" services shall be considered outside the scope of House Staff Member's employment with MMC and shall not be covered by MMC's professional liability insurance.

## **ARTICLE II** **REPRESENTATIONS AND OBLIGATIONS OF MMC**

2.1. MMC Obligations. MMC shall:

- A. Provide an educational and training program for House Staff Member that meets the standards of accreditation as defined by the Accrediting Council on Graduate Medical Education (ACGME).
- B. Provide a suitable clinical learning environment for House Staff Member's educational experience and training consistent with ACGME requirements. MMC will provide facilities for House Staff Member's clinical learning which include but are not limited to on call rooms and facilities allowing for rest, lactation and food consumption during House Staff Member's assigned duty hours.
- C. Provide an appropriate certificate upon satisfactory completion by the House Staff Member of the education and training program and the Departing House Staff Member Checklist.

- 2.2 House Staff Closure and Reduction. In the event that an ACGME-accredited House Staff program is closed or reduced in size, MMC shall inform House Staff Member as soon as possible. MMC shall make reasonable efforts to allow House Staff Member to complete his/her/their training to satisfy board-eligibility requirements in his/her/their specialty. If House Staff Member is displaced by the closure of a program or a reduction in the number of House Staff Members, MMC shall assist House Staff Member in identifying a program in which he/she/they can continue his/her/their education.

**ARTICLE III**  
**COMPENSATION AND BENEFITS**

3.1 Compensation

- A. Institutional Orientation Period: The House Staff Member shall be paid a flat stipend of one hundred dollars (\$100.00) per day, less customary withholdings of federal and state taxes, FICA, and any other withholdings required by law, for each day attended of MMC's Institutional Orientation Period applicable to the House Staff Program. This Institutional Orientation Period generally takes place during the two weeks preceding the anticipated July 1 Program Start Date and, therefore, prior to start of employment, and occurs separate from and before any Program-specific orientation occurring after the Program Start Date for which a daily stipend is not paid.
- B. Program Year Stipend: The House Staff Member shall be paid a flat stipend of <<Stipend>>\* for his/her/their <<PRG>>, which stipend shall be made in equal bi-weekly installments according to standard MMC payroll practices and policies and shall be subject to the customary withholdings of federal and state taxes, FICA, and any other withholdings required by law.

\*Current stipend schedule for <<PRG>> in the <<Program>> program is <<compensation level #>>.

- 3.2 Professional Liability Insurance Coverage. Provided that the House Staff Member meets all underwriting requirements, MMC shall provide the House Staff Member with professional liability insurance as a benefit of his/her/their employment and in connection with House Staff Member's professional services performed within scope of employment for/on behalf of MMC. This professional liability insurance will cover the House Staff Member's professional services as a physician with MMC in accordance with applicable plan terms, including as such plan terms may be amended from time to time. Professional liability coverage will not extend to any professional services or activities not defined by the responsibilities of the House Staff Member's position with MMC and will not cover professional services for which the House Staff Member receives monetary compensation outside of his/her/their compensation from MMC. Upon separation of House Staff Member's employment/appointment for any reason, professional liability coverage for House Staff Member's covered acts during employment shall remain available to the House Staff Member including, if and as appropriate, through tail coverage if MMC's malpractice slot covering House Staff Member's services is cancelled/discontinued.
- 3.3 Vacation and Leaves of Absence. The House Staff Member shall be entitled to paid and/or unpaid time off from work including but not limited to as related to any planned or unplanned time off and any requested leave(s) of absence in accordance with the MMC House Officers' Manual and MMC Human Resources policies, procedures and practices, as applicable. Any approved leave of absences and/or time away from the House Staff Program obligations taken by the House Staff Member during the course of his/her/their House Staff Program, including but not limited to before and/or during the House Staff Member's last year of training, may require the House Staff Member to complete the training missed in order for the House Staff Member to be reappointed or advance to the next postgraduate level.
- 3.4 Insurance Benefits Plans. As an employee of MMC, the House Staff Member will have the option to participate in MMC employee benefit plans, programs and arrangements applicable to MMC House Staff Members in accordance with the terms and conditions of such plans, programs and arrangements and including as MMC employee benefits plans, programs and arrangements may be amended from time to time. Current benefits include options for health, dental, vision, life and disability insurance, and for some benefits options the employee is required to make premium payments through payroll deduction(s).

- 3.5 Counseling, Medical, and Psychological Support Services. MMC supports the wellbeing of its House Staff Members and recognizes the uniqueness of the physical and mental demands associated with the House Staff Program. Where a House Staff Member may benefit from the provision of counseling, medical and/or psychological support services, MMC supports the facilitation of these support services and/or supports the provision of other appropriate avenues for relief including in conjunction with its policies under the House Officers' Manual and/or under its Human Resource policies, procedures and practices as applicable. If a House Staff Member wishes to request accommodations in connection with their House Staff Program, he/she/they should make such request(s) to both the Program Director and the Vice President for Human Resources.

**ARTICLE IV**  
**TERM, TERMINATION AND GRIEVANCE PROCEDURE**

- 4.1 Term. Subject to Paragraph 4.2 below, the term of this Agreement and the House Staff Member's House Staff appointment and MMC employment hereunder is for the period commencing on <<Start Date>> and ending on <<End Date>>, and this Agreement does not establish any right or expectation to an appointment for any subsequent House Staff Program year and/or for any continued employment. The House Staff Member acknowledges that this Agreement shall not be automatically renewed for another year by the House Staff Member's continuing to provide services after the expiration date, or otherwise, but requires the execution of a new agreement each year in order for House Staff Member to be re-appointed to MMC's House Staff. Reappointment shall be made based on the evaluation of House Staff Member's performance including his/her/their clinical skills and professional conduct and including as set forth under the "Evaluation, Advancement, Remediation and Discipline Procedure" within MMC's House Officers' Manual.
- 4.2 Separation Earlier than End of Term. At all times, House Staff Member's continued appointment and employment are subject to compliance with the terms of this Agreement as well as evaluations of his/her/their performance, behavior and progress in the House Staff Program. Policies and procedures relevant to the House Staff Member's evaluation(s), advancement and/or discipline are located in the House Officers' Manual including under the "Evaluation, Advancement, Remediation and Discipline Procedure." MMC may terminate this Agreement and the House Staff Member's appointment/employment hereunder at any time prior to the expiration date stated under Paragraph 4.1 above in accordance with the policies and procedures set forth in the MMC House Officers' Manual and/or as otherwise set forth in Human Resources policies and procedures, if and as applicable.
- 4.3 Grievance Procedure. House Staff Member's right(s) to challenge an action impacting his/her/their continued appointment/employment in the House Staff Program including actions such as probation, suspension, termination, denial of reappointment and/or failure to progress to the next Program Year are the subject of policies and procedures set forth in MMC's House Officers' Manual and particularly the "Grievance Policy and Procedure."

**ARTICLE V**  
**GENERAL PROVISIONS**

- 5.1 Prohibition Against Discrimination and Retaliation: The parties agree to abide by all applicable anti-discrimination and/or anti-retaliation laws, including federal, state and/or local laws prohibiting discrimination and/or retaliation against any employee or applicant or recipient of services on the basis of color, race, creed, sex, sexual orientation, transgender status or gender identity, age, physical or mental disability, whistleblower status, veteran or military status, national origin or any other protected status in employment and/or in programs or activities including in conditions of admission or participation. The parties further agree to abide by all applicable laws prohibiting retaliation for making any protected work related complaints, including complaints for violation of anti-discrimination laws or complaints regarding workplace safety. Any incident of alleged discrimination or retaliation should be promptly reported, including as consistent with MMC's human resources policies and including to the House Staff Member's Program Director, MMC's DIO and/or MMC's Vice President of Human Resources. As related to any discrimination and/or harassment complaint based on sex/gender, MMC's Vice President of Human Resources also serves as MMC's Title IX Officer. Please see MMC's enclosed Notice of Nondiscrimination with this Letter. House Staff Member agrees that he/she/they will not subject any other MMC House Staff Member, employee, patient, or other member of the MMC community to any verbal comment, physical act, or other form of discrimination or retaliation of any kind, based on color,

race, creed, sex, sexual orientation, transgender status or gender identity, age, physical or mental disability, whistleblower status, veteran or military status, national origin or any other protected status in employment and/or in programs or activities including in conditions of admission or participation.

- 5.2 Prohibition Against Harassment. The House Staff Member shall be treated in a professional manner consistent with MMC Values in Action and Human Resource Policies and shall learn and work in an environment intolerant of verbal, physical or other harassment based on color, race, creed, sex, sexual orientation, transgender status or gender identity, age, physical or mental disability, whistleblower status, veteran or military status, national origin or any other protected status in employment and/or in programs or activities including in conditions of admission or participation. Any incident of harassment should be reported to the House Staff Member's Program Director, MMC's DIO and MMC's Vice President of Human Resources. As related to any discrimination and/or harassment complaint based on sex/gender, MMC's Vice President of Human Resources also serves as MMC's Title IX Officer. Please see MMC's enclosed Notice of Nondiscrimination with this Letter. House Staff Member agrees that he/she/they will not subject any other MMC House Staff Member, employee, patient, or other member of the MMC community to any verbal comment, physical touching or act, or other form of harassment because of color, race, creed, sex, sexual orientation, transgender status or gender identity, age, physical or mental disability, whistleblower status, veteran or military status, national origin or any other protected status in employment and/or in programs or activities including in conditions of admission or participation.
- 5.3 Governing Law and Jurisdiction. This Agreement, including its offer, acceptance and construction, shall be governed by and construed in accordance with the procedural and substantive laws of the State of Maine, without regard to Maine's conflict of laws provisions. The parties consent and agree to the personal and subject matter jurisdiction of the State of Maine for purposes of resolving any and all disputes between them arising under and/or related to this Agreement, and also consent and agree to the exclusive venue of courts located in the State of Maine for resolving such disputes.

**HOUSE STAFF MEMBER:**

**MAINE MEDICAL CENTER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
<<First Name>> <<Last Name>>, <<Cred>>

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Douglas Sawyer, MD**  
**Chief Academic Officer**