

HOUSE STAFF APPOINTMENT AGREEMENT

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

RECITALS

WHEREAS MMC maintains an ACGME-accredited residency program at MMC ("Program"); and

WHEREAS MMC agrees to appoint the Resident and the Resident agrees to accept appointment to the MMC House Staff as a Resident in his/her <<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 RESIDENT

1.1 Representations and Obligations. The Resident agrees to:

- A. Perform all responsibilities and meet all expectations of MMC in connection with his/her Residency Program including but not limited to performing the responsibilities outlined by the House Officers' Manual and responsibilities otherwise assigned by MMC. Services provided by the Resident 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 Resident's services and employment. At all times, Resident shall maintain all licensing, credentialing and/or other criteria as applicable and necessary for the provision of his/her services under this Agreement.
- B. Abide by the institutional, human resources and other policies and procedures of MMC applicable to its employees and residents as well as by MMC's Medical Staff Bylaws and Medical Staff Rules and Regulations. At all times, Resident will be 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 Resident interacts in connection with his/her appointment. Resident must further abide by MMC's Values in Action, including but not limited to values of respect, integrity and patient-centeredness.
- C. Refrain from charging fees or accepting monies from any patient for services rendered at MMC. Resident acknowledges and agrees that each patient is the responsibility of the attending physician who shall assign to the Resident duties and functions relating to patient care in accordance with the Resident's level of training, experience and competence.
- D. Wear the uniform prescribed by the Chief of the Service while on duty as well as appropriate identification.
- E. Pre-Employment Contingencies: Prior to the Resident's Program Start Date and in order to commence appointment/employment with MMC's Residency Program, the Resident 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 satisfactory completion of required pre-employment screenings, verifications and a post-offer, pre-employment health exam; and (3) obtain a temporary educational certificate. MMC will assist the Resident in obtaining a temporary education certificate as required by the Board of Registration in Medicine and pay for such temporary educational certificate. If applicable, prior to Resident's Program Start Date and in order to commence appointment/employment with MMC's Residency Program, the Resident must also: (1) obtain a State of Maine Medical License if determined necessary by MMC to perform services or approved rotations within the scope of Resident's employment in the Residency Program; and (2) obtain appropriate Visa

approvals. MMC will pay for the Resident's State of Maine Medical License if this pre-appointment/employment criteria is deemed necessary. Resident acknowledges that Resident's failure to satisfy any of the contingencies for appointment/employment under this Paragraph as deemed necessary by MMC and by the Resident's Program Start Date may result in delay of commencement of Residency Program and/or withdrawal of offer of appointment.

- 1.2 Approved Rotations Outside MMC. In order for Resident to provide professional services at other facilities or to non-MMC patients in furtherance of the Resident's medical education and training, such services must first be approved in writing by the Resident's Program Director and such services are anticipated to be of limited duration ("approved rotations"). Any approved rotations shall complement Resident's training program and will be considered within the scope of the Resident's participation in the MMC Residency Program and his/her employment with MMC.
- 1.3 Moonlighting. Resident 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 Resident's provision of services to MMC under this Agreement as determined by MMC in its discretion. Prior to providing any moonlighting services, the Resident 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 Resident'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 Resident that meets the standards of accreditation prepared by the Accrediting Council on Graduate Medical Education.
 - B. Provide a suitable physical environment for Resident's educational experience and training. MMC will provide on-call rooms, lounge area and food facilities during Resident's assigned duty hours.
 - C. Provide an appropriate certificate upon satisfactory completion by the Resident of the education and training program and the Departing Resident Checklist.
- 2.2. Residency Closure and Reduction. In the event that an ACGME-accredited residency program is closed or reduced in size, MMC shall inform Resident as soon as possible. MMC shall make reasonable efforts to allow Resident to complete his/her training to satisfy board-eligibility requirements in his/her specialty. If Resident is displaced by the closure of a program or a reduction in the number of residents, MMC shall assist Resident in identifying a program in which he/she can continue his/her education.

ARTICLE III COMPENSATION AND BENEFITS

3.1 Compensation

- A. Institutional Orientation Period: The Resident 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 Residency 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—<<PGY>>: The Resident shall be paid a flat stipend of <<Stipend>> during the term of this Agreement. Payment 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 <<PGY>>

- 3.2 Professional Liability Insurance Coverage. Provided that the Resident meets all underwriting requirements, MMC shall provide the Resident with professional liability insurance as a benefit of his/her employment and in connection with Resident's professional services performed within scope of employment for/on behalf of MMC. This professional liability insurance will cover the Resident'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 Resident's position with MMC and will not cover professional services for which the Resident receives monetary compensation outside of his/her compensation from MMC. Upon separation of Resident's employment/appointment for any reason, professional liability coverage for Resident's covered acts during employment shall remain available to the Resident including, if and as appropriate, through tail coverage if MMC's malpractice slot covering Resident's services is cancelled/discontinued.
- 3.3 Vacation and Leaves of Absence. The Resident shall be entitled to paid and/or unpaid time off from work including but not limited to as related to vacation time 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 residency taken by the Resident during the course of his/her Residency program, including but not limited to before and/or during the Resident's last year of training, may require the Resident to complete the training missed in order for the Resident to be reappointed or advance to the next postgraduate level and including as more fully described in the MMC House Officers' Manual.
- 3.4 Insurance Benefits Plans. As an employee of MMC, the Resident will have the option to participate in MMC employee benefit plans, programs and arrangements applicable to MMC residents 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 residents and fellows and recognizes the uniqueness of the physical and mental demands associated with residency. Where it is determined that a Resident may benefit from the provision of counseling, medical and/or psychological support services including but not limited to as identified by the Resident, MMC will help to facilitate the obtainment of these support services and/or otherwise provide 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 Resident wishes to request accommodations in connection with their Residency Program, he/she 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 is for the period commencing on **July 1, 2020** and ending on **June 30, 2021** and does not establish any right or expectation to an appointment for any subsequent residency year. The Resident acknowledges that this Agreement shall not be automatically renewed for another year by the Resident's continuing to provide services after the expiration date, or otherwise, but requires the execution of a new agreement each year in order for Resident to be re-appointed to MMC's House Staff. Reappointment shall be made based on the evaluation of Resident's performance including his/her 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 Resident's continued appointment and employment are subject to compliance with the terms of this Agreement as well as evaluations of his/her performance, behavior and progress in the Residency Program. Policies and procedures relevant to the Resident'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 Resident'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. Resident(s) right(s) to challenge an action impacting his/her continued appointment/employment in the Residency 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 reported to the Resident's Program Director, MMC's Vice President of Medical Education 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.
- 5.2 Prohibition Against Harassment. The Resident shall be treated in a professional manner consistent with MMC Values in Action and Human Resource Policies and shall be entitled to a working environment free of verbal, physical or other 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. Any incident of harassment should be reported to the Resident's Program Director, MMC's Vice President of Medical Education 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. Resident agrees that he/she will not subject any other MMC Resident, employee, patient, or other member of the MMC community to any verbal, physical or other 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.

RESIDENT:

MAINE MEDICAL CENTER:

By: _____ Date: _____
<<First Name>> <<Last Name>>, <<Cred>>

By: _____ Date: _____
<<Program Director>>
Program Director

By: _____ Date: _____
Doug Sawyer, MD
Chief Academic Officer