

**Mountain Area Health Education Center  
Dental Resident Contract/Letter of Agreement**

This Dental Resident Agreement, hereinafter "agreement", is made between \_\_\_\_\_ (FirstName LastName), hereinafter the "Dental Resident", and Mountain Area Health Education Center, Inc., hereinafter "MAHEC", for the purpose of General Practice Residency (GPR) Program at the post graduate year level PGY-1.

Policies referenced in this agreement are summarized in the Dental Resident Manual, available at the GPR Program office and on MAHEC's web page ([www.mahec.net](http://www.mahec.net)).

This agreement is entered into for the purpose of defining the relationship between MAHEC and the Dental Resident during their participation in the GPR Program and supersedes any prior agreement(s) for the same purpose and covering the same period of time.

1.0 **Duration of Appointment/Terms of Agreement.** This agreement shall be effective for a maximum period of twelve (12) months, beginning on July 1, 2019 and expiring on June 30, 2020. In accordance with policies and procedures, MAHEC reserves the right to terminate this agreement or to take appropriate action, including reprimands, probation with conditions, suspension or nonrenewal of agreement, if the Dental Resident violates the terms of this agreement, or if their performance is unsatisfactory. The Program Director must provide the Dental Resident with written notice of the intent to terminate the agreement as the circumstances will reasonably allow, prior to the end of the agreement.

Any new or transferring Dental Resident who is required to participate in all orientation activities prior to July 1st will receive **\$1100.00** in compensation for this time. The orientation schedule will be sent to the Dental Resident by the Program Director or their designee.

- 1.1 This agreement may be declared a nullity by MAHEC and shall not become effective, if the Dental Resident fails to provide MAHEC with all requested and required documentation for professional liability coverage and North Carolina licensure or dental intern permit, and if the Dental Resident is not achieving the established competencies to graduate from the program.
- 1.2 If a letter of resignation is submitted by a Dental Resident as an alternative to a disciplinary process, the Program Director will follow the Commission on Dental Accreditation (CODA) program requirements (CODA Program Requirements) for sharing information regarding the Dental Resident's performance.
- 1.3 Policies regarding discipline and fair hearing are in the Dental Resident Manual.

2.0 **MAHEC's Commitment to GPR:** MAHEC is committed to providing a GPR program in a scholarly environment of excellence in education and patient care, providing guidance and supervision of the Dental Resident, facilitating the Dental Resident's personal and professional development, and ensuring safe and appropriate care for patients. MAHEC is committed to:

- 2.1 Provide compensation and benefits to the Dental Resident as identified in this agreement.
- 2.2 With its best efforts and within available resources, provide a GPR program that meets or exceeds CODA requirements.

- 2.3 Orient the Dental Resident to the facilities, philosophies, rules, regulations, and policies regarding GPR, major participating/affiliating institutions, and the CODA Program Requirements.
- 2.4 Evaluate, through the Program Director and Faculty, the educational and professional progress and achievement of the Dental Resident on a regular and periodic basis as defined in the policies and procedures for Evaluation of Dental Residents, included in the Dental Resident Manual and in accordance with CODA Program Requirements.
- 2.5 Provide a fair and consistent method for review of the Dental Resident's concerns and/or grievances without fear of reprisal.
- 2.6 Provide the Dental Resident with a Certificate of Completion of the GPR Program upon satisfactory completion of the GPR Program and its requirements.
- 3.0 **Dental Resident Files.** Refer to the "Dental Resident Files - Content, Access, and Retention" Policy contained in the Dental Resident Manual, which describes MAHEC's policy and procedures regarding the Dental Resident's files.
- 4.0 **Financial Support.** The total compensation to the Dental Resident for the term shall be based on an annual, gross base salary of **\$51,512** to be paid in bi-weekly installments. The Dental Resident shall not accept a fee from any other source for services provided to MAHEC patients.
  - 4.1 Dental Resident is subject to the policy on "Moonlighting: Professional Activities Outside of MAHEC and the Graduate Medical and Dental Education Programs".
  - 4.2 Compensation may be subject to change for Dental Residents to reflect salary adjustments for Dental Residents approved by MAHEC for the 2019–2020 academic year.
- 5.0 **Benefits.** In addition to the compensation set forth in Section 4.0 of this agreement, MAHEC shall provide the Dental Resident with the benefits described below; provided, however, that MAHEC reserves the right to modify or discontinue one or more of the benefits. Any change will be reviewed by the Graduate Medical Executive Committee and cannot be made without first advising Dental Resident. These benefits and policies are described in the Dental Resident Manual. MAHEC will not pay accrued, unused holiday, PTO, sick and other leaves with pay when the Dental Resident leaves or graduates from the GPR Program.
  - 5.1 **Absences—Paid and Unpaid.** Dental Residents need to be aware of limits for total absences defined by the GPR Program for completion of all the requirements for the GPR Program as defined in the "Leaves of Absence for Dental Resident " Policy in the Dental Resident Manual. The amount of sick leave, paid time off, leave of absence, or disability time that will necessitate prolongation of the training time for the Dental Resident shall be determined by the Program Director in consultation with Human Resources and the requirements of CODA. Leaves are subject to the following limitations:
    - 5.1.1 **PTO.** Dental Residents have ten (10) days of paid annual PTO.
    - 5.1.2 **Sick Leave.** Dental Residents have up to nine (9) days of paid annual sick leave.
    - 5.1.3 **Family Leave.** This benefit is defined in the "Leaves of Absences for Dental Residents" Policy.
  - 5.2 **Retirement Plan.** Dental residents are not eligible for the employer contribution in the MAHEC deferred contribution retirement plan; however, they may contribute on their own through payroll deduction.

- 5.3 **Hospital, Health and Dental Insurance.** Dental residents may choose to elect coverage under MAHEC's hospital, health and dental insurance plans in accordance with plan documents. Spouse and/or dependents may choose to elect coverage under these plans in accordance with plan documents if they meet eligibility criteria. Cost is based on a shared premium structure taken through payroll deductions.
- 5.4 **Long Term Disability and Short Term Disability Insurance.** Upon application, Dental Resident may receive disability insurance under the MAHEC group policy.
- 5.5 **Life Insurance.** The Dental Resident is covered with life insurance in the amount of \$50,000. Additional coverage for the Dental Resident and/or spouse/dependent coverage may be obtained at the Dental Resident's expense.
- 5.6 **Workers' Compensation.** MAHEC covers its employees with a state mandated and administered Workers' Compensation insurance program that provides benefits in the event of a work-related injury or illness.
- 5.7 **Professional Liability Insurance.** MAHEC provides the Dental Resident with professional liability insurance coverage while the Dental Resident is working within the scope of their duties for MAHEC. This policy is a claims-made policy with extended reporting coverage, which is described, in the Dental Resident Manual. **There is no coverage for moonlighting.**
- 5.8 **Educational Benefits.** Benefits for continuing education, including travel, books, and journals, is provided at levels to be determined in the GPR Program's operating budget for each academic year. There is no pay-out of unused educational benefits when a resident dentist leaves or completes the GPR Program.
- 5.9 **Meals, Call Rooms and Laundry.** Special meal privileges are available to dental residents through Mission Hospital when on duty. Call rooms are also provided when on duty. Laundry is not provided for dental residents.
- 5.10 **Counseling, Medical, Psychological Support Services.** MAHEC shall facilitate the Dental Resident's access to appropriate and confidential counseling, medical, and psychological support services through an employee assistance network and the Counseling and Support for Residents Policy which are both contained in the Dental Resident Manual.
- 5.11 **Moonlighting.** The policy and procedure titled Professional Activities Outside of MAHEC and the Graduate Medical and Dental Education Programs.
- 5.12 **Continuation of Benefits after Leaving MAHEC.** Residents are offered the option to continue hospital, health and dental insurance coverage consistent with COBRA, a federal law. The policy and procedures for "Continuation of Benefits after Leaving MAHEC" is in the Manual for Residents and Fellows.
- 6.0 **Dentist Impairment and Substance Abuse.** The policy for MAHEC Drug- and Alcohol-Free Workplace and dentist impairment and substance abuse education is outlined in the Dental Resident Manual.
- 7.0 **Nepotism and Personal Relationships in the Workplace.** The policy, Nepotism and Personal Relationships in the Workplace, and MAHEC's institutional mission regarding diversity, sexual and other forms of harassment, is outlined in the Dental Resident Manual.
- 8.0 **Accommodation for Disabilities.** MAHEC complies with the Americans with Disabilities Act, as amended, Section 504 of the Rehabilitation Act, and state and local requirements regarding

resident dentists with disabilities. Upon request, MAHEC will provide a reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless doing so would impose an undue hardship on MAHEC.

- 9.0 **Dental Resident's Responsibilities.** The Dental Resident must have the appropriate license from the North Carolina State Board of Dental Examiners and agrees to the following:

***The Dental Resident is responsible for completing all dental school requirements in a timely manner so that a transcript can be received by the NC Dental Board and an intern permit or license issued no later than June 30, 2019. Failure to do so may result in the immediate termination of this agreement.***

- 9.1 Obey and adhere to the policies, procedures, rules, bylaws, and the regulations (collectively the "policies") of MAHEC as noted in the Dental Resident Manual and any program specific manuals. Likewise, the Dental Resident shall obey and adhere to the corresponding policies, procedures, rules, bylaws, and regulations of all of the affiliating institutions, practices, and/or facilities to which he or she is assigned. By signing this agreement, the Dental Resident acknowledges having received, read, and understood the policies and provisions listed in the Dental Resident Manual.
- 9.2 Obey and adhere to all applicable state, federal, and local laws, rules, and regulations, MAHEC's Corporate Compliance Plan, HIPAA policies and procedures as well as the standards required to maintain accreditation by the JCAHO, CODA, and any other relevant accrediting, certifying, or licensing organizations, and comply with the same at all major participating and affiliated institutions and non-hospital settings where didactic and clinical activities occur during the course of the GPR Program.
- 9.3 Perform as a dental resident under appropriate supervision for patients at the affiliating institutions, practices, and/or facilities to be selected by MAHEC faculty, attending or precepting dentists. The Dental Resident will fulfill the defined responsibilities for each service rotation and postgraduate year.
- 9.4 Participate fully in the educational and literature review activities of the GPR program, as assigned by the Program Director and/or as necessary for the completion of applicable graduation requirements.
- 9.5 Attend all required educational conferences; assume responsibility for teaching and supervision of other dental residents and students in accordance with policies; and participate in committees of the affiliating institutions and MAHEC.
- 9.6 Use best efforts to provide safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at MAHEC, affiliating institutions, practices, and/or facilities to which the Dental Resident is assigned. The Dental Resident agrees to cooperate fully with MAHEC's institutional policies prohibiting discrimination and sexual harassment as identified in the Dental Resident Manual.
- 9.7 Provide clinical services commensurate with Dental Resident's level of advancement and responsibilities, under appropriate supervision and at sites specifically approved by the GPR Program.
- 9.8 Obtain approval from the Program Director prior to engaging in any professional activities and/or employment outside of the GPR program in accordance with the applicable policy.

- 9.9 Cooperate fully with MAHEC surveys, reviews, quality assurance, continuous quality improvement, credentialing, and other activities related to MAHEC and/or the GPR program.
  - 9.10 Comply with rules and regulations for dental licensure of the North Carolina State Board of Dental Examiners.
  - 9.11 Report to the Program Director, Risk Management and the Director of Graduate Medical and Dental Education immediately and cooperate with the North Carolina State Board of Dental Examiners regarding any investigation or correspondence regarding issues which may impact Dental Resident's North Carolina licensure.
  - 9.12 Read the CODA Program Requirements for Residency Training included in the Dental Resident Manual.
- 10.0 **Residency Reduction/Closure.** In the event that MAHEC is closed or the GPR Program is reduced in size or closed, Dental Resident shall be entitled to the following:
- 10.1 Notification of closure or reduction in size as soon as possible after the decision has been made.
  - 10.2 Reasonable assistance in obtaining a position in another accredited GPR program.
  - 10.3 Proper care, custody and disposition of Dental Resident's and GPR Program records, and appropriate notification to licensure, specialty boards, and other associations or institutions.
- The policy and procedures for "Reduction in Size or Closure of the Graduate Medical and Dental Education Program(s)" is in the Dental Resident Manual.*
- 11.0 **Non-Competitive Agreements.** MAHEC will not require the Dental Resident to sign a non-competitive agreement or restrictive covenant. The policy for "Non-competitive Agreements" is in the Dental Resident Manual.
- 12.0 **Grievance Procedures.** The policy for "Fair Hearing for Resident Dentist Grievance(s)" is included in the Manual for Residents and Fellows
- 13.0 **Governing Laws.**
- 13.1 Resident Dentist shall not assign this Agreement.
  - 13.2 This agreement shall be governed by and construed in accordance with the substantive laws of North Carolina without regard to its conflict of laws' provisions. The venue for any action related to this agreement shall be Buncombe County, North Carolina.
  - 13.3 Any amendments to this agreement will be effective only if in writing and signed by the parties.
  - 13.4 This agreement contains the entire agreement of the parties with respect to the subject matter hereof. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 13.5 If any term, provision or condition of this agreement is held by a court of competent jurisdiction or arbitrator, to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.
- 13.6 Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, postage and delivery charges pre-paid, and shall be sent by hand delivery, overnight mail service, first-class mail or certified mail, return receipt requested, to MAHEC or the Dental Resident at their last known addresses. Notices hereunder shall be deemed to have been given, and shall be effective upon actual receipt by the other party, or if mailed upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other Party.
- 13.7 Failure by MAHEC to enforce any provision of this agreement shall not constitute a waiver of the provisions, nor shall a waiver once granted be construed to waive a subsequent breach of the same or other provision.
- 13.8 The headings and captions used in this agreement are used for convenience only and are not to be considered in construing or interpreting this agreement.

I have read and fully understand the terms of this agreement and agree to abide by these terms.

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<FirstName LastName> Date

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Jesus Amadeo Valdez, DDS, Program Director Date

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Jeff Heck, MD, CEO Date