

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

This Dental Resident Contract/Letter of Agreement, hereinafter "agreement", is made between (insert name) 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).

This agreement is entered into for the purpose of defining the formal and continuing relationship between MAHEC and the Dental Resident during his/her participation in MAHEC's 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, 2013 and expiring on June 30, 2014. 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 his or her performance is unsatisfactory. The Program Director must provide the Dental Resident with written notice of the intent to terminate the Contract 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 (fill in amount) in compensation for this time. The orientation schedule will be sent to the Resident Dentist by the Program Director or his/her 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 as required in policies and procedures for evaluation and achievement of 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 CODA or 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 the Commission on Dental Accreditation (CODA) requirements.
- 2.3 Orient the Dental Resident to the facilities, philosophies, rules, regulations, and policies regarding GPR, major participating/affiliating institutions, and the Program Requirements of CODA.
- 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 Program upon satisfactory completion of the 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 these issues.
- 4.0 **Financial Support.** The total compensation to the Dental Resident for the term shall be based on an annual, gross base salary of \$ _____ to be paid in bi-weekly installments. The Dental Resident shall not accept a fee from any other source for services provided to patients. (Except as provided in the policy on "Moonlighting: Professional Activities Outside of MAHEC and the Graduate Medical and Dental Education Programs".)

Professional Liability Insurance is not provided by MAHEC for Moonlighting.

 - 4.1 Compensation may be subject to change for Dental Residents to reflect salary adjustments for Dental Residents approved by MAHEC for the 2013-2014 academic year.
- 5.0 **Benefits.** In addition to the compensation mentioned above, MAHEC shall provide the Dental Resident with the benefits described below. Provided, however, that MAHEC reserves the right to modify or discontinue the plan of benefits. Any change will be reviewed by the GMEC(s) and cannot be made without first advising the affected beneficiary or insured. These benefits and policies are described in the Dental Resident Manual. There is no pay-out of accrued, but unused holiday, vacation, sick and other leaves with pay when the Dental Resident leaves or graduates from the Program.
- 5.1 **Absences—Paid and Unpaid.** Dental Residents need to be aware of limits for total absences defined by the 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, vacation leave, 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 **Vacation.** Dental Residents have ten (10) days of paid annual vacation.

- 5.1.2 **Additional Leave with Pay:** Dental Residents have an additional three (3) days that are approved by the Program Director and may be used for continuing education, practice interviews and/or interviews for another residency program.
- 5.1.3 **Sick Leave.** Dental Residents have up to five (5) days of paid annual sick leave.
- 5.1.4 **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 Other benefits as determined by MAHEC may be granted.
- 5.4 **Hospital, Health and Dental Insurance.** Individual coverage is provided at no cost to the Dental Resident at a 1.0 FTE. If eligible, spouse/dependent/domestic partner coverage is available at the Dental Resident's expense.
- 5.5 **Long Term Disability Insurance.** Upon application, the Dental Resident may receive disability insurance under the MAHEC group policy as partial income protection for illnesses and injury of prolonged duration.
- 5.6 **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.
- 5.7 **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.
- 5.8 **Professional Liability Insurance.** MAHEC provides the Dental Resident with professional liability insurance coverage while the Dental Resident is working within the scope of his or her 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: Patient Care Activities External to the GPR Program.**
- 5.9 **Educational Benefits.** Benefits for continuing education, including travel, books, and journals, is provided at levels to be determined in the 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 program.
- 5.10 **Meals and Call Rooms.** 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.
- 5.11 **Counseling, Medical, Psychological Support Services.** MAHEC shall facilitate the Dental Residents access to appropriate and confidential counseling, medical, and psychological support services through the Employee Assistance Network (EAN) and the Counseling and Support for Residents Policy which are both contained in the Dental Resident Manual.

- 5.12 **Moonlighting.** Professional Activities Outside of MAHEC and the GPR Program. The policy and procedures for professional activities outside the GPR program is in the Dental Resident Manual.
- 5.13 **Continuation of Benefits after Leaving MAHEC.** Resident Dentists are offered the option to continue 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 Dental Resident Manual. There is no pay-out of accrued, but unused holiday, vacation and other leaves with pay, and sick leave when the Dental Resident leaves or graduates from the Program.
- 6.0 **Dentist Impairment and Substance Abuse.** The policy for Dentist impairment and substance abuse education is outlined in the Dental Resident Manual. Another policy that must be complied with is the MAHEC Drug- and Alcohol-Free Workplace policy which can be found in the Dental Resident Manual.
- 7.0 **Productive Work Environment.** The policy 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, 2013. Failure to do so can result in the immediate termination of this contract/letter of 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 the Compliance and/or HIPAA Plans of 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 his or her 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 (Productive Work Environment) as identified in the Dental Resident Manual.
- 9.7 Provide clinical services commensurate with his or her level of advancement and responsibilities, under appropriate supervision and at sites specifically approved by the 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 policy regarding "Moonlighting: Professional Activities Outside of MAHEC and the General Practice Residency Program" in the Dental Resident Manual.
- 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 North Carolina licensure.
- 9.12 Read the CODA Program Requirements for Residency Training included in the Dental Resident Manual.
- 10.0 **Duty Hours.** The Dental Resident shall fulfill responsibilities during duty hours defined in program policies and procedures and as the Program Director may direct in accordance with policies and procedures in the Dental Resident Manual.
 - 10.1 Comply with Institutional and Program policies and procedures regarding duty hours, including accurately reporting duty hours and responding to surveys conducted by MAHEC or the GPR program regarding duty hours.
- 11.0 **Grievance Procedures.** The policy for "Fair Hearing for Dental Resident Grievance(s)" is included in the Dental Resident Manual.
- 12.0 **Residency Reduction/Closure.**
 - 12.1 In the event that MAHEC is closed or the GPR program is reduced in size or closed, all Dental Residents shall be entitled to the following:

- 12.1.1 Notification of closure or reduction in size as soon as possible after the decision has been made.
- 12.1.2 Reasonable assistance in obtaining a position in another accredited GPR program.
- 12.1.3 Compensation and benefits until the completion of the current term of the Dental Resident Contract/Letter of Agreement unless the Dental Resident chooses to leave or transfer to another program.
- 12.1.4 Proper care, custody and disposition of Dental Resident and 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.

- 13.0 **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 Dentist Manual.

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

(insert name) Date

Jeff Heck, MD Date
 President and CEO

Ed Coryell, DDS, Program Director Date