

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

This Resident Physician Agreement, hereinafter "agreement", is made between _____ (FirstName LastName), (MD or DO), hereinafter the "Resident Physician", and Mountain Area Health Education Center, Inc., hereinafter "MAHEC", for the purpose of graduate medical education (GME) in General Surgery at the post graduate year level PGY-1.

Policies referenced in this agreement are summarized in the Manual for Residents and Fellows, available at each GME program, in the GME 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 Resident Physician during their participation in MAHEC's GME program and supersedes any prior agreement(s) for the same purpose and covering the same period of time.

1.0 **Duration of Appointment/Terms and Conditions 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 Resident Physician violates the terms of this agreement, or if his/her performance is unsatisfactory. Upon termination the financial obligation of MAHEC ceases. In compliance with GME policy, written notice of the intent not to renew a resident physician's contract will be provided by the Program Director to the resident physician no later than four (4) months (March 1) prior to the end of the current contract year. Notwithstanding the foregoing, if the primary reason(s) for the nonrenewal occur(s) within the four months prior to the end of the current contract year, the Program Director will provide the Resident Physician with written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the agreement.

New or transferring Residents that are required to participate in orientation activities (onboarding, online training and orientation week) will receive **\$TBD** in compensation for this time. The orientation schedule will be sent to the 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 Resident Physician fails to provide MAHEC with all requested and required documentation for new or transferring resident physicians or as required in policies and procedures for evaluation, promotion or advancement to the new post graduate year or to graduate from the GME program, and for renewal of the agreement. These policies and procedures are in the Manual for Residents and Fellows.
- 1.2. If a letter of resignation is submitted by a Resident Physician as an alternative to a disciplinary process and/or nonrenewal of the Resident Physician agreement, the Program Director will follow ACGME requirements for sharing information regarding Resident Physician performance.
- 1.3. Policies regarding discipline, renewal and nonrenewal of the agreement are in the Manual for Residents and Fellows.

- 2.0 **Conditions for Reappointment.** The renewal of a Resident Physician agreement does not guarantee promotion or advancement to the next residency year. Such advancement decisions are made by the Program Director and approved by the Graduate Medical Education Committee (GMEC) after the Resident Physician satisfactorily completes each academic year in compliance with MAHEC's policies and procedures for Renewal of Resident Physician Contract/Letter of Agreement, Evaluation of Resident Physicians, and Promotion of Resident Physicians, which are contained in the Manual for Residents and Fellows.

The Resident Physician must have a current license from the North Carolina Medical Board (NCMB) to be considered for renewal of the agreement.

- 3.0 **Resident's Responsibility for Renewal of the Agreement:** When the Resident Physician receives their renewal agreement, he/she will be given a date by which the agreement must be signed and returned to the GME Office. The date will be coordinated with away rotations to provide the Resident Physician with sufficient time to respond.

3.1 If the Resident Physician does not return the signed agreement by the deadline date, the Department of Graduate Medical and Dental Education will notify the Program Director to follow-up with the Resident Physician regarding his/her intent to renew the contract.

3.2 If the Resident Physician indicates his/her intent to renew the agreement, a second deadline date for receipt of a signed agreement will be established.

3.3 If the Resident Physician fails to submit a signed renewal agreement to the GME Office by the second deadline, the Program Director may interpret the failure to submit a signed renewal agreement as evidence of the Resident Physician's notification of non-renewal and may initiate the recruitment process to fill the Resident Physician's slot for the new academic year.

- 4.0 **MAHEC's Commitment to GME:** MAHEC is committed to providing GME programs in a scholarly environment of excellence in education and medical care, providing guidance and supervision of the Resident Physician, facilitating the Resident Physician's personal and professional development, and ensuring safe and appropriate care for patients. MAHEC is committed to:

4.1 Provide compensation and benefits to the Resident Physician as identified in this agreement.

4.2 With its best efforts and within available resources, provide a GME program that meets or exceeds the Accreditation Council for Graduate Medical Education (ACGME) requirements.

4.3 Orient the Resident Physician to the facilities, philosophies, rules, regulations, and policies regarding GME, major participating/affiliating institutions, and the Institutional, Common Program, and Program Requirements of the ACGME and Residency Review Committees (RRCs).

4.4 Evaluate, through the Program Director and Faculty, the educational and professional progress and achievement of the Resident Physician on a regular and periodic basis as defined in the policies and procedures for Evaluation of Resident Physicians, Promotion of Resident Physicians, Renewal of Resident Physician Contract/Letter of Agreement included

in the Manual for Residents and Fellows and in accordance with ACGME Institutional and Program Requirements.

- 4.5 Support a Resident Physician's forum required by ACGME and provide a fair and consistent method for review of the Resident Physician's concerns and/or grievances without fear of reprisal.
 - 4.6 Provide the Resident Physician with a Certificate of Completion of the Program upon satisfactory completion of the Program and its requirements.
 - 5.0 **Resident Files.** Refer to the "Resident Files/Content, Access, and Retention" Policy contained in the Manual for Residents and Fellows, which describes MAHEC's policy and procedures regarding these issues.
 - 6.0 **Financial Support.** The total compensation to the Resident Physician for the term shall be based on an annual, gross base salary of **\$51,512** to be paid in bi-weekly installments. The Resident Physician shall not accept a fee from any other source for services provided to MAHEC patients. Resident Physician is subject to the policy on "Moonlighting: Professional Activities Outside of MAHEC and the Graduate Medical Education Programs".
 - 6.1 Compensation may be subject to change for Resident Physicians to reflect salary adjustments for Resident Physicians approved by MAHEC for the 2019-2020 academic year.
 - 7.0 **Benefits.** In addition to the compensation set forth in Section 6 of this agreement, MAHEC shall provide the Resident Physician 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 GMEC(s) and cannot be made without first advising Resident Physician. These benefits and policies are described in the Manual for Residents and Fellows. MAHEC will not pay accrued, unused holiday, PTO, sick and other leaves with pay when the Resident Physician leaves or graduates from the GME program.
 - 7.1 **Absences—Paid and Unpaid.** Resident Physicians need to be aware of limits for total absences defined by their specialty's American Board eligibility standards, as defined in the "Leave of Absence for Residents/Fellows" policy in the Manual for Residents and Fellows. The amount of sick leave, PTO leave, leave of absence, or disability time that will necessitate prolongation of the training time for the Resident Physician shall be determined by the Program Director in consultation with Human Resources and the requirements of the pertinent RRC and/or certifying Board. Leaves are subject to the following limitations:
 - 7.1.1 **PTO.** PGY1 and PGY2 Resident Physicians have ten (10) days of paid annual paid time off. PGY3, PGY4 and PGY5 Resident Physicians have fifteen (15) days of paid annual paid time off.
 - 7.1.2 **Sick Leave.** Residents have up to nine (9) days of paid annual sick leave.
 - 7.1.3 **Family Leave.** This benefit is defined in the "Leave of Absence for Residents/Fellows".
- Residents should refer to the "Leave of Absence for Residents/Fellows" in the Manual for Residents and Fellows for specifics.**

- 7.2 **Retirement Plan.** Resident physicians are not eligible for the employer contribution in the MAHEC defined contribution retirement plan; however, they may contribute on their own through payroll deduction.
- 7.3 Other benefits as determined by MAHEC may be granted.
- 7.4 **Hospital, Health and Dental Insurance.** Resident physicians may choose to elect coverage under MAHEC's hospital, health and dental insurance plans. Spouse and/or dependents may be covered under these plans if they meet eligibility criteria. Cost is based on a shared premium structure taken through payroll deductions.
- 7.5 **Long Term and Short Term Disability Insurance.** Upon application, Resident Physician may receive disability insurance under the MAHEC group policy.
- 7.6 **Life Insurance.** The Resident Physician is covered with life insurance in the amount of \$50,000. Additional coverage for the Resident Physician and/or spouse/dependent coverage may be obtained at the Resident Physician's expense.
- 7.7 **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.
- 7.8 **Professional Liability Insurance.** MAHEC provides the Resident Physician with professional liability insurance coverage while the Resident Physician is working within the scope of his/her duties for MAHEC. This policy is a claims-made policy with extended reporting coverage, which is described, in the Manual for Residents and Fellows. **There is no coverage for moonlighting.**
- 7.9 **Educational Benefits.** Benefits for continuing education, including travel, books, and journals, is provided at levels to be determined in the GME program's operating budget for each academic year. There is no pay-out of unused educational benefits when a resident leaves or completes the GME program.
- 7.10 **Meals, Call Rooms and Laundry.** Special meal privileges are available to Resident Physicians through Mission Hospital and Margaret R. Pardee Memorial Hospital when on duty. Call rooms are also provided when on duty. Laundry is not provided for Resident Physicians.
- 7.11 **Counseling, Medical, Psychological Support Services.** MAHEC shall facilitate the Resident Physician's access to appropriate and confidential counseling, medical, and psychological support services through an employee assistance program and the Counseling and Support for Residents policy which are both contained in the Manual for Residents and Fellows.
- 7.12 **Moonlighting.** The policy and procedures for professional activities outside the GME programs is in the Manual for Residents and Fellows.
- 7.13 **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.
- 7.14 **Written ABMS Board Exam.** MAHEC will pay the fee associated with the Resident Physician taking the written ABMS Board Exam (ABOG or ABFM) provided the Resident

Physician agrees to provide MAHEC with the results. MAHEC will not pay for more than one (1) exam and all other costs associated with the exam, including travel, are the responsibility of the Resident Physician.

- 8.0 **Physician Impairment and Substance Abuse.** The policy for MAHEC Drug – and Alcohol – Free Workplace and physician impairment and substance abuse education is outlined in the Manual for Residents and Fellows.
- 9.0 **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 Manual for Residents and Fellows.
- 10.0 **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 physicians 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.
- 11.0 **Resident Physician's Responsibilities.** The Resident Physician agrees to the following:
- 11.1 Obey and adhere to the policies, procedures, rules, bylaws, and the regulations (collectively the "policies") of MAHEC as noted in the Manual for Residents and Fellows and any program specific manuals. Likewise, the Resident Physician 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/she is assigned. By signing this Agreement, the Resident Physician acknowledges having received, read, and understood the policies and provisions listed in the Manual for Residents and Fellows.
 - 11.2 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, the ACGME, the RRC, 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 GME program.
 - 11.3 Perform as a resident physician under appropriate supervision for patients at the affiliating institutions, practices, and/or facilities to be selected by MAHEC faculty, attending or precepting physicians. The Resident Physician will fulfill the defined responsibilities for each service rotation and postgraduate year.
 - 11.4 Participate fully in the educational and scholarly activities of the GME program, including the performance of scholarly and research activities as assigned by the Program Director and/or as necessary for the completion of applicable graduation requirements.
 - 11.5 Attend all required educational conferences; assume responsibility for teaching and supervision of other resident physicians and students in accordance with policies; and participate in committees of the affiliating institutions and MAHEC.
 - 11.6 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 Resident Physician is assigned. The Resident Physician agrees to cooperate fully with

MAHEC's institutional policies prohibiting discrimination and sexual harassment as identified in the Manual for Residents and Fellows.

- 11.7 Provide clinical services commensurate with Resident Physician's level of advancement and responsibilities, under appropriate supervision and at sites specifically approved by the Program.
- 11.8 Obtain approval from the Program Director prior to engaging in any professional activities and/or employment outside of the GME program in accordance with the policy regarding "Moonlighting: Professional Activities Outside of MAHEC and the Graduate Medical Education Programs" in the Manual for Residents and Fellows.
- 11.9 Cooperate fully with MAHEC surveys, reviews, quality assurance, continuous quality improvement, credentialing, and other activities related to MAHEC and/or the GME program.
- 11.10 Comply with rules and regulations for medical licensure of the North Carolina Medical Board. The North Carolina Medical Board and MAHEC require that first year resident physicians obtain a training license before the beginning of training. The responsibility for application and follow-up necessary to obtain a training license is that of the Resident Physician. Resident Physicians must obtain a full medical license in the State of North Carolina within three months of becoming eligible. Resident Physician will be reimbursed for fees for obtaining licensure(s).
- 11.11 Report to the Program Director and the GME and Risk Management Offices immediately and cooperate with the North Carolina Medical Board regarding any investigation or correspondence regarding issues which may impact North Carolina licensure.
- 11.12 Read the ACGME Institutional Requirements and Program Requirements for Residency Training in Resident Physician's specialty included in the Manual for Residents and Fellows.
- 12.0 **Duty Hours.** The Resident Physician shall fulfill responsibilities during duty hours defined in Sponsoring Institution policies and procedures and as the Program Director may direct in accordance with policies and procedures in the Manual for Residents and Fellows.
 - 12.1 Comply with Sponsoring Institution policies and procedures regarding duty hours, including accurately reporting duty hours and responding to surveys conducted by MAHEC or the GME program regarding duty hours.
- 13.0 **Grievance Procedures.** The policy for "Fair Hearing for Resident Physician Grievance(s)" is included in the Manual for Residents and Fellows.
- 14.0 **Residency Reduction/Closure.**
 - 14.1 In the event that MAHEC is closed or a GME program is reduced in size or closed, Resident Physicians shall be entitled to the following:
 - 14.1.1 Notification of closure or reduction in size of one or more of the GME programs as soon as possible after the decision has been made.
 - 14.1.2 Reasonable assistance in obtaining a position in another accredited GME program.

- 14.1.3 Proper care, custody and disposition of Resident Physician and GME 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 Education Program(s)" is in the Manual for Residents and Fellows.

- 15.0 **Non-Competitive Agreements.** MAHEC will not require Resident Physicians to sign a non-competitive agreement or restrictive covenant. The policy for "Non-competitive Agreements" is in the Manual for Residents and Fellows.

16. **Governing Laws.**

- 16.1 Resident Physician shall not assign this Agreement.
- 16.2 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.
- 16.3 Any amendments to this agreement will be effective only if in writing and signed by the parties.
- 16.4 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.
- 16.5 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.
- 16.6 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 Resident Physicians 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 (5th) day after mailing or actual receipt by the other Party.
- 16.7 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.
- 16.8 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.

FirstName LastName, MD/DO

Date

Michael Schurr, MD, Program Director

Date

Jeff Heck, MD
CEO

Date