

**Mountain Area Health Education Center  
Sports Medicine Fellow Contract/Letter of Agreement**

This Sports Medicine Fellow Contract/Letter of Agreement, hereinafter "agreement", is made between \_\_\_\_\_, (MD, DO), hereinafter the "Fellow", the Program Director, and Mountain Area Health Education Center, Inc., hereinafter "MAHEC", for the purpose of graduate medical education (GME) in the Asheville Sports Medicine Fellowship Program at the post graduate year level PGY-4.

Policies referenced in this agreement are summarized in the Resident Physician Manual, available at each GME program, in the GME 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 formal and continuing relationship between MAHEC and the Fellow 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 8, 2019 and expiring on July 7, 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 or suspension, if the Fellow violates the terms of this agreement, or if their performance is unsatisfactory. Upon termination the financial obligation of MAHEC ceases. The Program Director must provide the Fellow with written notice of the intent to terminate the Contract as the circumstances will reasonably allow, prior to the end of the agreement.
  - 1.1. This agreement may be declared a nullity by MAHEC and shall not become effective, if the Fellow fails to provide MAHEC with all requested and required documentation of new or transferring Fellows or as required in policies and procedures for evaluation. These policies and procedures are in the Resident Physician Manual.
  - 1.2. If a letter of resignation is submitted by a Fellow as an alternative to a disciplinary process and/or nonrenewal of the Fellow agreement, the Program Director will follow ACGME requirements for sharing information regarding the Fellow's performance.
  - 1.3. Policies regarding discipline, renewal and nonrenewal of the agreement are in the Resident Physician Manual.
- 2.0 **Conditions for Acceptance in the (Add Fellowship) Fellowship.** Fellows must be eligible for licensure with the North Carolina Medical Board (NCMB).
- 3.0 **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 Fellow, facilitating the Fellow's personal and professional development, and ensuring safe and appropriate care for patients. MAHEC is committed to:
  - 3.1 Provide compensation and benefits to the Fellow as identified in this agreement.
  - 3.2 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.

- 3.3 Orient the Fellow 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).
- 3.4 Evaluate, through the Program Director and Faculty, the educational and professional progress and achievement of the Fellow on a regular and periodic basis as defined in the policies and procedures for Evaluation of Fellows, included in the Resident Physician Manual and in accordance with ACGME Institutional and Program Requirements.
- 3.5 Support a Fellow's Forum and provide a fair and consistent method for review of the Fellow's concerns and/or grievances without fear of reprisal.
- 3.6 Provide the Fellow with a Certificate of Completion of the Program upon satisfactory completion of the Program and its requirements.
- 4.0 **Fellow Files.** Refer to the "Resident Physician Files/Content, Access, and Retention" Policy contained in the Resident Physician Manual, which describes MAHEC's policy and procedures regarding these issues.
- 5.0 **Financial Support.** The total compensation to the Fellow for the term shall be based on an annual, gross base salary of \$TBD to be paid in bi-weekly installments. The Fellow 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 Education Programs".)
- 5.1. Compensation may be subject to change for Fellows to reflect salary adjustments for Fellows approved by MAHEC for the 2019-2020 academic year.
- 6.0 **Benefits.** In addition to the compensation mentioned above, MAHEC shall provide the Fellow 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 Resident Physician Manual. There is no pay-out of accrued, unused holiday, PTO, sick and other leaves with pay when the Fellow leaves or graduates from the Program.
- 6.1. **Absences—Paid and Unpaid.** Fellows need to be aware of limits for total absences defined by their specialty's American Board eligibility standards, as defined in the "Leaves of Absence for Resident Physicians" Policy in the Resident Physicians Manual. The amount of sick leave, PTO, leave of absence, or disability time that will necessitate prolongation of the training time for the Fellow 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:
  - 6.1.1. **PTO.** Fellows have fifteen (15) days of annual paid time off.
  - 6.1.2. **Sick Leave.** Fellows have up to nine (9) days of paid annual sick leave.
  - 6.1.3. **Family Leave.** This benefit is defined in the Leaves of Absence for Resident Physician's Policy.

**Fellows should refer to the Leaves of Absence for Resident Physician's Policy for specifics.**

- 6.2 **Retirement Plan.** Fellows are not eligible for the employer contribution in the MAHEC deferred contribution retirement plan; however, they may contribute on their own through payroll deduction.
- 6.3 Other benefits as determined by MAHEC may be granted.
- 6.4 **Hospital, Health and Dental Insurance.** Fellow 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
- 6.5 **Long Term Disability and Short Term Disability Insurance.** Upon application, the Fellow Physician may receive disability insurance under the MAHEC group policy as partial income protection for illnesses and injury of specified durations.
- 6.6 **Life Insurance.** The Fellow is covered with life insurance in the amount of \$50,000. Additional coverage for the Fellow and/or spouse/dependent coverage may be obtained at the Fellow's expense.
- 6.7 **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.
- 6.8 **Professional Liability Insurance.** MAHEC provides the Fellow with professional liability insurance coverage while the Fellow 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 Resident Physician Manual. **There is no coverage for Moonlighting: Patient Care Activities External to the GME Program.**
- 6.9 **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 Fellow leaves or completes the program.
- 6.10 **Meals, Call Rooms and Laundry.** Special meal privileges are available to Fellows through Mission Hospital when on duty. Call rooms are also provided when on duty. Laundry is not provided for Fellows.
- 6.11 **Counseling, Medical, Psychological Support Services.** MAHEC shall facilitate the Fellows 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 is contained in the Resident Physician Manual.
- 6.12 **Moonlighting.** The policy and procedures for professional activities outside the GME programs is in the Resident Physician Manual.
- 6.13 **Continuation of Benefits after Leaving MAHEC.** Fellows 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 Resident Physician Manual.
- 7.0 **Physician Impairment and Substance Abuse.** The policy for physician impairment and substance abuse education is outlined in the Resident Physician Manual. Another policy that must be

complied with is the MAHEC Drug- and Alcohol-Free Workplace policy which can be found in the Resident Physician Manual.

- 8.0 **Nepotism and Personal Relationships in the workplace.** The policy and MAHEC's institutional mission regarding diversity, sexual and other forms of harassment, is outlined in the Resident Physician Manual.
- 9.0 **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 Fellow 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.
- 10.0 **Fellow's Responsibilities.** The Fellow agrees to the following:
- 10.1 Obey and adhere to the policies, procedures, rules, bylaws, and the regulations (collectively the "policies") of MAHEC as noted in the Resident & Fellow Physician Manual and any program specific manuals. Likewise, the Fellow 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 Fellow acknowledges having received, read, and understood the policies and provisions listed in the Resident & Fellow Physician Manual.
  - 10.2 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 Joint Commission, the ACGME, the RRC, 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 GME Program.
  - 10.3 Perform as a Fellow under appropriate supervision for patients at the affiliating institutions, practices, and/or facilities to be selected by MAHEC faculty, attending or precepting physicians. The Fellow will fulfill the defined responsibilities for each service rotation and postgraduate year.
  - 10.4 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.
  - 10.5 Attend all required educational conferences; assume responsibility for teaching and supervision of residents and students in accordance with policies; and participate in committees of the affiliating institutions and MAHEC.
  - 10.6 Use their 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 Fellow is assigned. The Fellow agrees to cooperate fully with MAHEC's institutional policies prohibiting discrimination and sexual harassment (Productive Work Environment) as identified in the Resident & Fellow Physician Manual.

- 10.7 Provide clinical services commensurate with their level of advancement and responsibilities, under appropriate supervision and at sites specifically approved by the Program.
- 10.8 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 Resident & Fellow Physician Manual.
- 10.9 Cooperate fully with MAHEC surveys, reviews, quality assurance, continuous quality improvement, credentialing, and other activities related to MAHEC and/or the GME program, including completing all mandatory courses and/or updates.
- 10.10 Comply with rules and regulations for medical licensure of the North Carolina Medical Board. The North Carolina Medical Board and MAHEC require that Fellows obtain or maintain a full medical license in the State of North Carolina before the beginning of training. The responsibility for application and follow-up necessary to obtain a Medical License is that of the Fellow. The Fellow will be reimbursed for fees for obtaining licensure(s).
- 10.11 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.
- 10.12 Read the ACGME Institutional Requirements and Program Requirements for Residency Training in their specialty included in the Resident & Fellow Physician Manual.

**11.0 Duty Hours.**

The Fellow shall fulfill responsibilities during duty hours defined in Institutional and Program policies and procedures and as the Program Director may direct in accordance with policies and procedures in the Resident & Fellow Physician Manual.

- 11.1 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 GME program regarding duty hours.

**12.0 Grievance Procedures.**

The policy for "Fair Hearing for Resident Physician Grievance(s)" is included in the Resident & Fellow Physician Manual.

**13.0 Residency Reduction/Closure.**

- 13.1 In the event that MAHEC is closed or a GME program is reduced in size or closed, all Fellows shall be entitled to the following:
  - 13.1.1 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.
  - 13.1.2 Reasonable assistance in obtaining a position in another accredited GME program.
  - 13.1.3 Proper care, custody and disposition of Fellow 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 Education Program(s)" is in the Resident & Fellow Physician Manual.

14.0 **Non-Competitive Agreements.** MAHEC will not require Fellows to sign a non-competitive agreement or restrictive covenant. The policy for "Non-competitive Agreements" is in the Resident & Fellow Physician Manual.

## 15.0 **Governing Laws**

15.1 Fellow Physician shall not assign this Agreement.

15.2 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.

15.3 Any amendments to this agreement will be effective only if in writing and signed by the parties.

15.4 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.

15.5 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.

15.5 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 Fellow 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.

15.6 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.

15.7 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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LastName FirstName, MD/DO

Date

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Aaron Vaughan, MD, Program Director

Date

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Jeff Heck, MD, CEO

Date