

HOUSE STAFF APPOINTMENT AGREEMENT

THIS HOUSE STAFF APPOINTMENT AGREEMENT ("Agreement") is entered into between **[Resident Name, MD/DO]** ("**Resident**") and **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 accepts appointment to the MMC House Staff as a Resident in his/her ___ 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 Obligations. The Resident agrees to:

- A. Perform the responsibilities as outlined by the House Officers' Manual and as assigned by MMC. Services provided by the Resident shall be provided in adherence to principles of professional ethics, MMC policies, procedures, applicable laws, rules and regulations, and in compliance with ACGME requirements.
- B. Abide by MMC policies and procedures including its Human Resources ("HR") policies and procedures, MMC's Medical Staff Bylaws, Medical Staff Rules and Regulations, as well as the House Officers' Manual policies and procedures.
- 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. Prior to the commencement of the Residency Program, Resident shall: (1) provide 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 and verifications; (3) obtain a temporary educational certificate. MMC shall assist the Resident in obtaining a temporary education certificate as required by the Board of Registration in Medicine, and MMC shall pay for such temporary educational certificate, (4) if applicable, obtain a Maine License if determined necessary by MMC to perform services or approved rotations within the scope of Resident's employment in the Residency Program at MMC and MMC shall pay for the Maine License in such instances, and (5) if applicable, obtain appropriate Visa approvals. Resident acknowledges that Resident's participation in MMC's Residency Program is contingent on successful completion of items (1) through (3) and, if applicable, (4) and (5), and that failure to satisfy one or more of these prerequisites may result in delay of commencement of Residency Program and/or withdrawal of offer of appointment. In its discretion, MMC may allow Resident to attend the Institutional Orientation Period for the Residency Program referenced in Article 3.1(a) below pending completion of Steps (1) through (5).

1.2 Intangible Property. Resident agrees to comply fully with the "MMC Policy on Patents and Inventions", as modified from time to time and which is specifically incorporated herein by reference. In accordance with such policy, all inventions and discoveries made or conceived by Resident or premised upon information received or work done by Resident, alone or with others at any time during the term of this Agreement, unless done wholly on Resident's own time, and without significant use of MMC's facilities, equipment, personnel, and patient data, shall be the property of MMC. In accordance with such policy, Resident further agrees to disclose promptly such inventions to MMC but not to others, execute a document of assignment upon request, and assist MMC in the process of obtaining any patents. Resident further understands that any income received by MMC from such inventions will be shared with Resident in accordance with such policy.

1.3 Approved Rotations Outside MMC. Resident may provide professional services at other facilities or to non-MMC patients in furtherance of the Resident's medical education and training for limited periods after obtaining prior written

consent from the Program Director and the Department of Medical Education (“approved rotations”). Such 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.

- 1.4 Moonlighting. Resident may provide “moonlighting” services after obtaining prior written consent from their Program Director. The nature and the amount of “moonlighting” services to be provided shall not adversely affect Resident’s provision of services to MMC pursuant to this Agreement. The Resident shall provide proof of professional liability insurance for such “moonlighting” services, the form of which and amount of coverage to be acceptable to MMC. Such “moonlighting” services shall be considered outside the scope of Resident’s employment with MMC.

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. MMC shall inform residents about the eligibility requirements for board certification in a particular specialty; which are also available to Residents through the website of the relevant specialty board.
 - B. Provide a suitable 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 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 **Fiscal Amount Dollars and Cents (\$Numeric Amount)*** 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. MMC shall provide the Resident with a claims made professional liability insurance policy insuring Resident against claims arising from the performance of professional activities while the Resident is acting in the performance of his/her duties at MMC or in the course and scope of his/her assignment during approved rotations at other facilities, regardless of when the claim is made, as long as the underlying occurrence took place within the scope of the Resident’s participation in the MMC residency program and his/her employment with MMC. The insurance policy includes a duty to provide a legal defense for Resident concerning covered claims. Since the insurance policy provides coverage for claims reported or filed after the completion of residency training, Resident shall not be required to purchase “tail coverage” (i.e., reporting endorsement) upon leaving graduate training at MMC.

- 3.3 Vacation and Leaves of Absence. The Resident shall be entitled to vacation paid leave according to the Vacation Policy as outlined in the MMC House Officers' Manual and additional leave time (e.g., Family Medical, Medical, Personal, Educational, and Military) according to the "Leave of Absence Policy for House Officers" as outlined in the MMC House Officers' Manual and MMC Human Resources policies, then in effect. Approved leave of absences taken prior to the Resident's last year of postgraduate training shall require the Resident to complete the training missed while on an approved leave of absence in order for the Resident to be reappointed or advance to the next postgraduate level as more fully described in the MMC House Officers' Manual.
- 3.4 Insurance Plans. MMC will make available to the Resident health, dental, life, and disability insurance plans then in effect for MMC employees in accordance with the terms and conditions of those plans. Such plans require a portion of the premium to be paid by the Resident through a payroll deduction. The Resident will be eligible for health and dental benefits on the first day of the month following the date of employment. The Resident will be eligible for life and disability benefits on the first day of the month after the completion of thirty (30) days of employment.
- 3.5 Counseling, Medical, and Psychological Support Services. A Resident may, either voluntarily or as part of a corrective disciplinary action, seek short-term support services for instances of mental or physical impairment or substance abuse. In such instances, MMC shall facilitate the provision of counseling, medical and psychological support services as more fully described in the MMC House Officers' Manual.

ARTICLE IV
TERM, TERMINATION AND GRIEVANCE PROCEDURE

- 4.1 Term. The term of this Agreement is for one year commencing on **July 1, _____** and ending on **June 30, _____** 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, with a right of appeal by the Resident, as more fully outlined in the MMC House Officers' Manual.
- 4.2 Termination With Cause. MMC may terminate this Agreement at any time prior to the expiration date stated herein above in accordance with the procedures set forth in the MMC House Officers' Manual, rather than the MMC personnel policies and procedures, including upon Resident's failure to perform the duties and obligations stated herein and more specifically outlined in the MMC House Officers' Manual.
- 4.3 Grievance Procedure. Following a denial of reappointment or the summary suspension of a Resident's clinical duties, or other corrective measures, the Resident may request a review meeting as outlined in the MMC House Officers' Manual to present information concerning his/her performance and review the grounds for the adverse decision.

ARTICLE V
GENERAL PROVISIONS

- 5.1 Prohibition Against Discrimination and Retaliation: The parties agree to abide by all applicable anti-discrimination laws, including state and federal laws prohibiting discrimination against any employee or applicant or recipient of services on the basis of race, religion, color, sex, sexual orientation, national origin, physical or mental disability, age, or any other applicable legally protected status. 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 must be reported to the Program Director or Vice President of Medical Education as well as to MMC Human Resources.
- 5.2 Prohibition Against Harassment. The Resident shall be treated in a professional manner consistent with MMC Human Resource Policies and shall be entitled to a working environment free of verbal, physical, visual, or other harassment because of race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status, citizenship status or any other status protected by law. Any incident of harassment must be reported to the Program Director or Vice President of Medical Education as well as to MMC Human Resources. 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, visual, or other harassment because of race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status, citizenship status or any other status protected by law.

5.3 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. 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 including any disputes arising under this Agreement without regard to Maine's conflict of laws provisions.

RESIDENT:

By: _____ Date: _____
[Resident Name]

MAINE MEDICAL CENTER:

By: _____ Date: _____
[Name]
Program Director

By: _____ Date: _____
[Name]
Sr. VP Medical & Academic Affairs

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