

MAINE-DARTMOUTH FAMILY MEDICINE RESIDENCY

Osteopathic Neuromusculoskeletal Medicine (ONMM) Resident Employment Contract

The Maine-Dartmouth Family Medicine Residency (“MDFMR”) agrees to provide a planned program of postdoctoral clinical and didactic education conforming to the requirements for accreditation by the Accreditation Council for Graduate Medical Education (ACGME). Upon successful completion of at least twelve (12) calendar months of training at the ONMM3 level, the resident will be eligible for certification in neuromusculoskeletal medicine/osteopathic manipulative medicine (NMM/OMM) by the American Osteopathic Board of Neuromusculoskeletal Medicine (AOBNMM).

It is understood that employment will be governed by MDFMR’s policies and procedures, several of which are incorporated into this contract by reference.

MDFMR AGREES TO:

1. In consideration of the faithful discharge of duties and responsibilities as a full-time ONMM resident, pay you a salary of at least \$_____ for the contract period, to be paid on a *pro-rata* basis on the 15th and last day of each month over the course of the contract, subject to deductions and withholdings as required by law.
2. Maintain a program of benefits which is summarized below and described in detail in the MDFMR Policy and Procedure Handbook given to all residents at the beginning of training.

Benefits include but are not limited to:

- Ability to purchase group health insurance for self and family members
- Ability to purchase dental insurance for self and family members
- Ability to purchase vision insurance for self and family members
- Long-term disability insurance
- Life/accidental death and dismemberment insurance and the ability to purchase additional insurance for self and family members
- Ability to contribute to a retirement account
- Ability to contribute to medical and daycare reimbursement accounts
- Membership in the AAO, AOA, and MOA
- AAO conference attendance fee will be paid by MDFMR
- Continuing medical education (CME) funds of \$850.00 and up to five (5) days away for CME with the Program Director’s prior approval.
- Professional malpractice insurance from a malpractice carrier chosen by MDFMR, with limit values of at least two million/eight million (2M/8M) for the policy period, and with tail coverage after the resident leaves, for all medical acts performed while at MDFMR.
- One-time cost (required board and uniform application fees) of obtaining a permanent, unrestricted license to practice medicine, issued by the State of Maine Board of Osteopathic Licensure, and the cost of obtaining a DEA certificate
- An Employee Assistance Program (EAP) that residents can access 24/7. The EAP provides five (5) counseling sessions free and referrals to longer-term counseling services.

Leave Benefits include:

- Twenty-one (21) days of paid personal time off and six (6) paid holidays for the academic year. Paid personal time off may be used for absences including but not limited to vacation, illness, personal business, and interviewing for post-residency employment.
- Paid time off for bereavement and extended sickness (may result in extension of residency).

- Up to twelve (12) weeks of Family Medical Leave. For maternity/paternity leave, six (6) weeks will be paid leave, and the remainder will be unpaid (exclusive of remaining paid time off). However, taking leave under FMLA may negatively impact timely program completion and board eligibility; residents should consult with the AOBNMM.
- Time away for taking the in-service exam and reimbursement for costs incurred.
- Time away to attend Convocation.

3. Give residents a one-time allowance of up to \$1,000 for moving expenses, based on actual expenses incurred and receipts provided to MDFMR. This allowance shall constitute an advance or loan to the resident that will be forgiven only upon successful completion of this full contract term. Early termination by the resident will require immediate repayment; by signing this contract, the resident authorizes MDFMR to deduct any reimbursed moving allowance loan from the resident's final paycheck in the event of early termination.

4. Provide appropriate clinical supervision and a clinical learning environment that is respectful of learners and supports progressive responsibility.

5. Be transparent regarding policies and procedures governing employment and graduate medical education at MDFMR. Policies and procedures are disseminated to residents via the MDFMR Policy and Procedure Handbook and include:

a) Performance Improvement, Due Process, & Adverse Actions Policy: The performance improvement process is designed to ensure resident success in the educational experience. The first step in this process is "Structured Support" which provides a formal mechanism for a resident to work with a supportive committee to identify areas of struggle, develop an Alternative Education Plan (AEP) to address them, and engage in activities to strengthen medical skills and knowledge. The second step in the performance improvement process is a disciplinary measure, "Probation," implemented primarily when deficiencies endanger patient safety, a serious lapse in professional behavior occurs, or a resident fails to make progress on the AEP. MDFMR is extremely committed to seeing residents succeed and the performance improvement process is designed to be supportive and not punitive. However, MDFMR is also committed to delivering safe, high quality patient care and will utilize adverse actions (suspension, non-promotion, non-renewal, dismissal) as detailed in the policy when absolutely necessary. Due process, the resident's right to be adequately notified and meaningfully heard in regard to any charges or proceedings, is described in this policy.

b) Grievance Policy: MDFMR's Grievance Policy describes the process for challenging decisions of adverse actions and explains the grievance review process.

c) Clinical and Educational Work Hours Policy: Clinical and educational assignments will be scheduled to comply with accrediting body restrictions regarding hours of clinical and educational work. MDFMR takes these restrictions seriously and expects residents to comply with this policy and report work hours honestly.

d) Moonlighting Policy: It is MDFMR's policy that moonlighting is never required but may be allowed under certain conditions with prior written approval from the Program Director. Refer to Moonlighting Policy for a description of these conditions.

RESIDENT AGREES TO:

1. Conform to the rules, regulations, and policies of MDFMR's participating sites and to the rules, regulations, and policies of MDFMR itself.
2. Fulfill the educational requirements of ONMM training at MDFMR; execute conscientiously to the best of your abilities and with due care the professional duties and responsibilities of your position; and conduct yourself in a professional manner at all times while engaged on any service rotation or activity associated with MDFMR.
3. Provide documentation of successful completion of an AOA-, ACGME-, ACGME-I-, RCPSC-, or CFPC-accredited family medicine residency prior to commencing ONMM3 training.
4. Prior to beginning training at MDFMR:

- Obtain a permanent unrestricted license to practice medicine, issued by the State of Maine Board of Osteopathic Licensure
 - Obtain a valid drug enforcement agency (DEA) certificate
 - Have a pre-employment physical at Workplace Health in Augusta, ME.
 - Attain full privileges at MaineGeneral Medical Center
 - Provide a detailed transcript from family medicine residency that lists each rotation assignment and the number of months, weeks, or hours completed
5. Prior to beginning training and at any time during training, agree to a background check/s as may be required by MDFMR or other institutions/clinics that the resident may be assigned to.
 6. Use any property granted for your use during appointment to MDFMR in a professional manner, and understand that the property will remain the property of and shall be returned to MDFMR in the same working condition as when it was received (fair wear and tear excepted).
 7. Turn over to MDFMR any incentive payments (e.g., meaningful use payments) or honoraria or remuneration received from any work associated with your clinical practice or education efforts at MDFMR for the period of time you are an employee and during which MDFMR pays a malpractice premium.
 8. Complete annual mandatory online trainings as assigned in a timely fashion.
 9. Notify MDFMR with any request for reasonable accommodation. MDFMR treats such requests seriously and with respect, and will make significant efforts to accommodate disabilities as defined by the Americans with Disabilities Act.
 10. Be financially responsible for personal housing, and for securing housing that does not geographically or otherwise interfere with your ability to fulfill your clinical and educational responsibilities.
 11. Release from liability the trustees, officers, employees and agents of the Maine-Dartmouth Family Medicine Residency for acts performed in good faith and without malice in connection with evaluating your performance and conduct pursuant to this agreement.
 12. The undersigned agrees to immediately disclose to the MaineGeneral Ethics and Compliance Department and its Human Resources Department any debarment, exclusion or other event that makes the undersigned or any individual employed by the undersigned ineligible to participate in government funded health care programs.

This contract is being issued with conditions. If the resident cannot fulfill the terms and conditions as stated, MDFMR has the right to terminate this appointment and agreement at its discretion. Depending on the nature of the violation of these terms and conditions, MDFMR may terminate this agreement without notice to the resident.

This contract is for one year only and shall be in effect from _____ through _____, or until such time that the resident has completed all requirements of ONMM3 training. If for some reason, program requirements cannot be completed during his/her academic year, MDFMR may or may not choose to allow the resident to complete the training program. This contract is considered void if not signed within thirty (30) days of the issue date noted below, after which time MDFMR may or may not choose to issue a new contract.

Issue Date: _____

BY: _____
 [PRINT NAME] ONMM3 Resident

Maine-Dartmouth Family Medicine Residency
 BY: Michelle Bragg, MBA, MSHCPM
 Administrative Director

Signature: _____

Signature: _____

Date: _____

Date: _____

SAMPLE