

MAINE-DARTMOUTH FAMILY MEDICINE RESIDENCY

PGY-1 Resident Employment Contract

The Maine-Dartmouth Family Medicine Residency (“MDFMR”) agrees to provide a planned program of post-doctoral clinical and didactic education conforming to the requirements for accreditation by the Accreditation Council for Graduate Medical Education (ACGME). Upon successful completion of PGY-1, which includes satisfaction of all requirements for promotion to the next level of training as described in the Contract Renewal, Advancement, and Graduation Policy, residents may have the opportunity for appointment to MDFMR at the PGY-2 level.

In circumstances in which MDFMR chooses not to renew a resident’s contract, MDFMR will endeavor to give the resident written notice of intent at least three (3) months prior to the expiration of the resident’s contract, or, if cause for non-renewal occurs or is discovered within such period, such notice as is reasonable in the circumstance.

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, pay you a salary of at least \$____ for the contract year, to be paid on a *pro-rata* basis on the 15th and last day of each month over the course of the contract.
2. Maintain a program of benefits which is summarized below and described in detail in the MDFMR Family Medicine Resident Handbook which is given to all incoming residents and reviewed during orientation prior to beginning formal 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.
- Ability to purchase vision insurance for self and family.
- Long-term disability insurance.
- Life /accidental death and dismemberment insurance and the ability to purchase additional insurance for self, spouse/domestic partner and dependents.
- Ability to contribute to a retirement account.
- Ability to contribute to medical and daycare reimbursement accounts.
- Membership to AAFP for all residents; ACOFP and AOA membership for all residents in a designated osteopathic position.
- Continuing education funds of up to \$2,000 total over the three-year training program and up to five (5) days away for CME during PGY-1 with prior approval. Continuing education funds have a spending limit of no more than one-third the total amount (\$667) during PGY-1.
- 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.
- Cost of obtaining an educational certificate to practice medicine, issued by the State of Maine Board of Licensure in Medicine (MDs) or Board of Osteopathic Licensure (DOs), and the cost of medical licensure for any required rotations during residency training.
- An employee assistance program (EAP) that residents can access 24/7. The EAP provides five (5) telephonic counseling sessions, per issue, free and referrals to local long-term counseling services.
- Full reimbursement of the cost of taking Part 3 of national board exams one time during training, and time away to do so.
- Full reimbursement of the cost of taking **either** the American Board of Family Medicine (ABFM) **or** the American Osteopathic Board of Family Physicians (AOBFP) certification exam one time, prior to graduation, in accordance with MDFMR’s board certification policy.

- Time off for the ABFM board certification exam **and** the AOBFP board certification exam, for residents who wish to take both.

Leave Benefits include:

- Twenty-one (21) days of paid personal time off for non-educational purposes per resident's academic year. Paid personal time off does not carry over from year to 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.
- Three (3) days of medical leave accrual per training year. Medical leave days carry over from year to year. Any unused time is not paid out at the end of residency and will be forfeited (may result in extension of residency).
- Paid time off for bereavement per leave policy (may result in extension of residency).
- Up to twelve (12) weeks of family medical leave per applicable state and federal laws, with no waiting period. Six (6) weeks of paid family medical leave for qualifying conditions can be utilized once during the duration of training. The remainder will be unpaid.

Because time away beyond twenty-one (21) days of paid personal time off and five (5) days of CME may impact eligibility for AOBFP and/or ABFM certification, as well as promotion/graduation, such time (paid or unpaid) may result in residency extension. Residents should refer to MDFMR's Absence from Residency Policy and discuss with their Program Director, Executive Director, Residency Coordinator or MDFMR's Human Resources Administrator.

3. Give 1st year residents a one-time, taxable moving expense allowance of up to \$1,000, 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 safe, quiet, and private sleep/rest facilities during inpatient assignments.
5. Provide meals and/or meal allowance (up to an established limit) for the resident whenever he/she/they is on duty. Funds given for meals can only be used for food or beverages at the MaineGeneral cafeterias or ACH café.
6. Provide clean and private facilities for lactation, and time needed to do so.
7. Provide appropriate clinical supervision and a clinical learning environment that is respectful of learners and supports progressive responsibility.
8. Provide residents with four (4) sets of scrubs and one (1) white coat to be used during their time at MDFMR. Residents are responsible for the laundering of their own scrubs.
9. Be transparent regarding policies and procedures governing employment and graduate medical education at MDFMR. Policies and procedures are disseminated to incoming residents via the MDFMR Family Medicine Resident 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 or a serious lapse in professional behavior occurs, or when Structured Support is unsuccessful. 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 the ACGME's restrictions regarding hours of clinical and educational work. MDFMR takes these restrictions seriously and expects resident to comply with this policy and report work hours honestly.

d) Moonlighting: Moonlighting is not permissible for PGY-1 residents.

10. Facilitate conditions conducive to eligibility for certification through the ABFM (or the AOBFP when applicable). These include but are not limited to:
 - a) Scheduling opportunities for residents to earn Family Medicine Certification points required to take the ABFM exam.
 - b) Providing time off for board certification exam.

Information on board certification can be found by contacting the ABFM or AOBFP.

PGY-1 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 residency training at MDFMR; execute conscientiously to the best of your abilities and with due care the professional duties and responsibilities of your position (appended), and conduct yourself in a professional manner at all times while engaged on any service rotation, call duty, or activity associated with MDFMR.
3. Provide continuity care to patients at the assigned Family Medicine Practice site throughout all years of training.
4. Prior to beginning or advancing residency training, complete the necessary paperwork required for an educational certificate issued by the Maine Board of Licensure in Medicine or the Maine Board of Osteopathic Licensure.
5. Before beginning PGY-1, provide documents proving successful completion of medical school training and passage of Step 1 and 2 of USMLE exams for allopathic residents and Level 1 and 2 of COMLEX for osteopathic residents, or the equivalent for foreign medical school graduates, including a valid ECFMG certificate.
6. Prior to beginning residency, consent to a pre-employment physical at MDFMR's chosen provider, and prior to beginning residency and at any time during residency, agree to a drug screening and/or background check/s as may be required by MDFMR or other institutions/clinics that the resident may be assigned to
7. Prior to being promoted to PGY-2, satisfy all promotion criteria. **This includes taking Part 3 of national board exams (COMLEX or USMLE).**
8. Conform to clinical and educational work hours as prescribed by the ACGME and detailed in MDFMR's Clinical and Educational Work Hours Policy.

9. 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.
10. 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 must be returned to MDFMR in the same working condition as when it was received (fair wear and tear excepted).
11. 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.
12. Complete annual mandatory online compliance trainings as assigned, in a timely fashion.
13. 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.
14. Be an active engaged participant in the residency community. This includes but is not limited to participation in program improvement efforts, resident meetings, and residency/hospital committees.
15. Allow MDFMR to share personal data (including but not limited to: date of birth, last four digits of social security number, and Family Medicine Milestones evaluation scores) with its accrediting body and/or certifying boards, and contact your Program Director with questions or concerns.
16. 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.
17. Honor this contract and provide at least three (3) months' written notice should you decide to leave the program prior to graduation.
18. All DO residents are placed in an osteopathic designated position upon matriculation and as such are required to participate in MDFMR's longitudinal osteopathic education curriculum.

This contract is being issued with conditions. If the resident cannot fulfill the terms and conditions as stated, then he/she/they may or may not be issued another contract. MDFMR has the right to terminate this appointment and agreement at its discretion for violation of conditions herein stated.

This contract shall be in effect from _____ through _____ or until such time as all requirements of a PGY-1 resident have been met.

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: _____

Maine-Dartmouth Family Medicine Residency

BY: _____
 [PRINT NAME]
 Resident Physician

BY: Michelle Bragg, Ed.D
 Executive Director

Signature: _____

Signature: _____

Date: _____

Date: _____

SAMPLE