

## MAINE-DARTMOUTH FAMILY MEDICINE RESIDENCY

### Maine Dartmouth Sports Medicine Fellow

#### 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). The program is structured as a twelve (12) month experience which must be completed in twelve (12) consecutive months. Upon successful completion of the Fellowship, the Fellow will be eligible for examination for a “Certificate of Added Qualifications” in Sports Medicine by the certification board in the Fellow’s primary specialty. Fellows should check with their primary specialty certification board for specific eligibility information.

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 Sports Medicine Fellow, pay you a salary of at least \$\_\_\_ for the contract year, to be paid on a *pro rata* basis on the 15<sup>th</sup> 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 Fellows 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 ACSM, NEACSM, and AMSSM.
- Reimbursement of allowable expenses to attend the ACSM, NEACSM and AMSSM annual meetings.
- Reimbursement of allowable expenses to obtain a temporary Vermont license for Killington rotation.
- Continuing medical education (CME) funds of \$850 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 Fellow leaves, for all medical acts performed while at MDFMR.
- One time cost (required board and uniform application fees) of obtaining an unrestricted permanent license 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 Fellowship training.
- One time cost of obtaining a Drug Enforcement Agency (DEA) certificate.
- An Employee Assistance Program (EAP) which Fellows can access 24/7. The EAP provides five (5) counseling sessions free and referrals to longer-term counseling services.

Leave Benefits include:

- Twelve (12) days of paid personal time off and six (6) paid holidays for the academic year, for non-educational purposes. Paid personal time off may be used for absences including but not limited to vacation, illness, and personal business.
- Three (3) days of medical leave accrual per leave policy.
- Paid time off for bereavement per leave policy (may result in extension of fellowship).
- Up to two (2) days off to take respective medical board examinations (Emergency Medicine, Family Medicine, Internal Medicine, Pediatrics or Physical Medicine and Rehabilitation).
- Up to twelve (12) weeks of Family Medical Leave for qualifying conditions. For family medical leave, six (6) weeks will be paid leave (paid leave to be provided once during the duration of training), and the remainder will be unpaid (exclusive of remaining paid time off). However, taking leave under FMLA may negatively impact successful program completion and board eligibility; Fellows should consult with their primary specialty certifying board.

- Business time away to attend required AMSSM, ACSM, and NEACSM conferences.
  - Up to five (5) days of paid time away for job interviews. Additional time away at the discretion of the program director/administration.
3. Reimburse Fellows a one-time allowance of up to \$1,000 for moving expenses, based on actual expenses incurred and receipts provided to MDFMR, and which conform to current IRS guidelines. This allowance shall constitute an advance or loan to the Fellow that will be forgiven only upon successful completion of this full contract term. Early termination by the Fellow will require immediate repayment; by signing this contract, the Fellow authorizes MDFMR to deduct any reimbursed moving allowance loan from the Fellow'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. Provide suitable housing and reasonable travel reimbursement for required away educational experiences.
  6. Be transparent regarding policies and procedures governing employment and graduate medical education at MDFMR. Policies and procedures are disseminated to incoming Fellows 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 Fellow success in the educational experience. The first step in this process is "Structured Support" which provides a formal mechanism for a Fellow 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 Fellow fails to make progress on the AEP. MDFMR is extremely committed to seeing Fellows 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 Fellow'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 Fellows to comply with this policy and report work hours honestly.
    - d) Moonlighting: 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.

**FELLOW 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 sports medicine 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 a residency in Emergency Medicine, Family Medicine, Internal Medicine, Pediatrics or Physical Medicine and Rehabilitation prior to commencing the Fellowship. Prior to starting at MDFMR,
  - a. Obtain a permanent license to practice medicine, issued by the State of Maine Board of Licensure in Medicine (MDs) or Board of Osteopathic Licensure (DOs); Note that the Maine Board of Licensure in Medicine requires enrollment in FCVS as part of the application process and uses the FSMB Uniform Application.

- b. Obtain a Drug Enforcement Agency (DEA) certificate prior to joining MDFMR.
  - c. Have a pre-employment physical at Workplace Health in Augusta, ME. Documentation will be required to show a full history of immunizations and must comply with all State, local health system and employer requirements.
  - d. Attain full privileges at MaineGeneral Medical Center.
4. Prior to beginning training and at any time during training, agree, to a background check/s and/or drug screening as may be required by MDFMR or other institutions/clinics that the Fellow may be assigned to.
5. 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.
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 extended online learner courses, 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.
11. 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.
12. 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.

This contract is being issued with conditions.

- If the Fellow 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 Fellow.
- 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 for one year only and shall be in effect from \_\_\_\_\_ through \_\_\_\_\_ or until such time that the Fellow has completed all requirements of the Fellowship. If for some reason program requirements cannot be completed during that academic year, MDFMR may or may not choose to allow the Fellow 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: \_\_\_\_\_