

HOUSE STAFF APPOINTMENT AGREEMENT

THIS HOUSE STAFF APPOINTMENT AGREEMENT ("Agreement") is entered into between <<First Name Last Name, Credentials>> ("House Staff Member") and MaineHealth, a nonprofit corporation (MH).

RECITALS

WHEREAS MH maintains an ACGME-accredited residency/fellowship program at MH (hereinafter "House Staff Program"); and

WHEREAS MH agrees to appoint the Resident/Fellow (hereinafter "House Staff Member") and the House Staff Member agrees to accept appointment to the MH House Staff as a <<resident/fellow>> in their <<program year>> program year <<PRG year>> 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 HOUSE STAFF MEMBER

1.1 Representations and Obligations. The House Staff Member agrees to:

- A. Perform all responsibilities and meet all expectations of MH in connection with their House Staff Program and employment including but not limited to performing the responsibilities outlined by the House Officers' Manual and responsibilities otherwise assigned by MH. Services provided by the House Staff Member shall be provided in adherence to applicable professional standards and principles of professional ethics, applicable standards and requirements of accrediting and licensing agencies, ACGME requirements, and all local, state and federal legal requirements that apply to House Staff Member's services and employment. At all times, House Staff Member shall maintain all licensing, credentialing and/or other criteria as applicable and necessary for the provision of their services under this Agreement, including as determined by MH.
- B. Abide by the institutional, human resources, operational and other policies and procedures of MH applicable to its employees and House Staff Members; abide by applicable hospital, board(s) of trustee and medical staff bylaws and medical staff rules and regulations; abide by all privacy and security provisions of the federal Health Insurance Portability and Accountability Act of 1996 and of similar state law(s); and abide by all federal, state and local laws, regulations and other legal requirements that apply to, among other things, providing and billing for health care services and to House Staff Member's overall employment/House Staff Program duties and responsibilities. Further, at all times House Staff Member must abide by MH's Values in Action, including but not limited to values of respect, integrity and patient-centeredness, as well as by applicable Physician Code(s) of conduct. Throughout their House Staff Program, House Staff Member is expected to work collaboratively with, and relate in a professional and supportive manner towards, all MH employees, patients, contractors, visitors and/or other persons with whom the House Staff Member interacts in connection with their appointment.
- C. Refrain from charging fees or accepting monies from any patient for services rendered at MH. House Staff Member acknowledges and agrees that each patient is the responsibility of the attending physician who shall assign to the House Staff Member duties and functions relating to patient care in accordance with the House Staff Member's level of training, experience and competence.
- D. Adhere to MH's policies and procedures regarding work uniforms including if and as maintained under MH's "Appearance Policy" as identified on the hospital intranet and including as such policy relates to patient-care and/or department specific garments and wearing of ID badges and appropriate identification while at work.

- E. Acknowledge that all patient -related records are the property of MH and cooperate fully with all MH House Staff, Operational, Institutional and Medical Staff policies as applicable regarding the timely and appropriate completion and confidentiality/privacy of medical records at all times. Agree to maintain the confidentiality of all written, oral and/or computerized information relating to MH's patients and family members and agree to participate and cooperate with Quality Improvement/Risk Management activities including as directed by the Program Director.

- 1.2 Pre-Employment Contingencies: Prior to the House Staff Member's Institutional Orientation Period and in order to commence appointment/employment with MH's House Staff Program, the House Staff Member must first: (1) provide acceptable documentation of identity; (2) comply with all policies of MH's Human Resources and Employee Health Departments concerning applicants for employment and prospective employees, including successful and satisfactory completion of required pre-employment screenings, verifications, Visa approvals if and/as applicable and a post-offer, pre-employment health exam; (3) meet all underwriting requirements of Medical Mutual Insurance Company of Maine and/or of any other professional liability carrier(s) for MH if/as applicable to House Staff Member's position and have this insurance in place; (4) possess/obtain a State of Maine Educational Medical License which is active, valid, current, without other restriction and in good standing; (5) be appropriately registered, licensed and/or certified including with the DEA to prescribe controlled substances without restriction and/or limitation if/as applicable to House Staff Member's position; (6) be eligible to participate in state and federal healthcare programs, including Medicare and Medicaid, and not be excluded, suspended, debarred or otherwise ineligible to participate in federal health care programs including as defined in 42 USC §1320 or in any state healthcare program; and (7) not have been previously excluded, suspended, debarred from or other otherwise rendered ineligible to participate in any federal or state healthcare programs. MH will assist the House Staff Member in obtaining their State of Maine Educational Medical License and will pay for such State of Maine Educational Medical License if/as applicable. House Staff Member acknowledges that their failure to satisfy any of the contingencies for appointment/employment deemed necessary by MH by the House Staff Member's Institutional Orientation Period Date including but not limited to as identified under this Paragraph may result in delay of House Staff Member's ability to commence their House Staff Program and/or withdrawal of their offer of appointment/employment.

Ongoing Employment Contingencies: Upon successful start of the House Officer's House Staff Program and MaineHealth employment, among other things the House Officer's continued appointment/employment is contingent upon the House Officer, at all times: (1) maintaining professional licensure required for the House Officer which is valid, active, current, unrestricted and in good standing; (2) continuing to meet all underwriting requirements of MaineHealth's professional liability carrier and maintaining eligibility and coverage for malpractice insurance under MaineHealth's professional liability insurance policies including as MaineHealth may change carriers or amend policies over time, if/as applicable; (3) be appropriately registered, licensed and/or certified including with the DEA to prescribe controlled substances without restriction and/or limitation, if/as applicable; (4) be eligible to participate in state and federal healthcare programs, including Medicare and Medicaid, and not be excluded, suspended, debarred or otherwise ineligible to participate in federal health care programs including as defined in 42 USC §1320 or in any state healthcare program; and (5) complying with all standards of conduct and MaineHealth expectations of the House Officer including but not limited to as detailed within this Agreement and including as determined within MaineHealth's discretion.

- 1.3 Approved Rotations Outside MH. In order for House Staff Member to provide professional services at non-MH facilities or to non-MH patients as part of their House Staff Program, including but not limited to professional services at other MaineHealth facilities outside of MH, such professional services must be deemed by MH to be in furtherance of the House Staff Member's medical education and training, anticipated to be of limited duration, and must first be approved in writing by the House Staff Member's Program Director and MH's Designated Institutional Officer ("approved rotations"). Approved rotations are required to complement and be within the scope of the House Staff Member's training/participation in the MH House Staff Program and their employment with MH.
- 1.4 Moonlighting. House Staff Member may provide "moonlighting" services only after obtaining prior written consent from their Program Director and so long as the nature and amount of "moonlighting" services to be

provided does not adversely affect House Staff Member's provision of services to MH under this Agreement as determined by MH. Prior to providing any moonlighting services, the House Staff Member is required to provide proof of professional liability insurance for such "moonlighting" services in a form and amount of coverage acceptable to MH. Such "moonlighting" services shall be considered outside the scope of House Staff Member's employment with MH and shall not be covered by MH's professional liability insurance.

ARTICLE II

REPRESENTATIONS AND OBLIGATIONS OF MH

2.1. MH Obligations. MH shall:

- A. Provide an educational and training program for House Staff Member that meets the standards of accreditation as defined by the Accrediting Council on Graduate Medical Education (ACGME).
- B. Provide a suitable clinical learning environment for House Staff Member's educational experience and training consistent with ACGME requirements. MH will provide facilities for House Staff Member's clinical learning which include but are not limited to on call rooms and facilities allowing for rest, lactation and food consumption during House Staff Member's assigned duty hours.
- C. Provide an appropriate certificate upon satisfactory completion by the House Staff Member of the education and training program and the Departing House Staff Member Checklist.

2.2 House Staff Closure and Reduction. In the event that an ACGME-accredited House Staff program is closed or reduced in size, MH shall inform House Staff Member as soon as possible. MH shall make reasonable efforts to allow House Staff Member to complete their training to satisfy board-eligibility requirements in their specialty. If House Staff Member is displaced by the closure of a program or a reduction in the number of House Staff Members, MH shall assist House Staff Member in identifying a program in which they can continue their education.

ARTICLE III

COMPENSATION AND BENEFITS

3.1 Compensation

- A. **Program Year Stipend:** The House Staff Member shall be paid a flat stipend of **<<stipend (stipend written out)>>*** for their **<<PRG year>>**, which stipend shall be made in equal bi-weekly installments according to standard MH 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 **<<PRG year>>** in the **<<program>>** program is **compensation level # <<compensation level>>**.

- 3.2 Professional Liability Insurance Coverage.** Provided that the House Staff Member meets all underwriting requirements, MH shall provide the House Staff Member with professional liability insurance as a benefit of their employment and in connection with House Staff Member's professional services performed within scope of employment for/on behalf of MH. This professional liability insurance will cover the House Staff Member's professional services as a physician with MH in accordance with applicable plan terms, including as such plan terms may be amended from time to time. Professional liability coverage will not extend to any professional services or activities not defined by the responsibilities of the House Staff Member's position with MH and will not cover professional services for which the House Staff Member receives monetary compensation outside of their compensation from MH. Upon separation of House Staff Member's employment/appointment for any reason, professional liability coverage for House Staff Member's covered acts during employment shall remain available to the House Staff Member including, if and as appropriate, through tail coverage if MH's malpractice slot covering House Staff Member's services is cancelled/discontinued.

- 3.3 Paid Time Off and Leaves of Absence. The House Staff Member shall be entitled to paid and/or unpaid time off from work including but not limited to as related to any planned or unplanned time off and any requested leave(s) of absence in accordance with the MH House Officers' Manual and MH Human Resources policies, procedures and practices, as applicable. Any approved leave of absences and/or time away from the House Staff Program obligations taken by the House Staff Member during the course of their House Staff Program, including but not limited to before and/or during the House Staff Member's last year of training, may require the House Staff Member to complete the training missed in order for the House Staff Member to be reappointed or advance to the next postgraduate level.
- 3.4 Insurance Benefits Plans. As an employee of MH, the House Staff Member will have the option to participate in MH employee benefit plans, programs and arrangements applicable to MH House Staff Members in accordance with the terms and conditions of such plans, programs and arrangements and including as MH employee benefits plans, programs and arrangements may be amended from time to time. Current benefits include options for health, dental, vision, life and disability insurance, and for some benefits options the employee is required to make premium payments through payroll deduction(s).
- 3.5 Counseling, Medical, and Psychological Support Services. MH supports the wellbeing of its House Staff Members and recognizes the uniqueness of the physical and mental demands associated with the House Staff Program. Where a House Staff Member may benefit from the provision of counseling, medical and/or psychological support services, MH supports the facilitation of these support services and/or supports the provision of other appropriate avenues for relief including in conjunction with its policies under the House Officers' Manual and/or under its Human Resource policies, procedures and practices as applicable. If a House Staff Member wishes to request accommodations in connection with their House Staff Program, they should make such request(s) to both the Program Director and the Vice President for Human Resources.

ARTICLE IV

TERM, TERMINATION AND GRIEVANCE PROCEDURE

- 4.1 Term. Subject to Paragraph 4.2 below, the term of this Agreement and the House Staff Member's House Staff appointment and MH employment hereunder is for the period commencing on <<start date>> and ending on <<end date>>, and this Agreement does not establish any right or expectation to an appointment for any subsequent House Staff Program year and/or for any continued employment. The House Staff Member acknowledges that this Agreement shall not be automatically renewed for another year by the House Staff Member's continuing to provide services after the expiration date, or otherwise, but requires the execution of a new agreement each year in order for House Staff Member to be re-appointed to MH's House Staff. Reappointment shall be made based on the evaluation of House Staff Member's performance including their clinical skills and professional conduct and including as set forth under the "Evaluation, Advancement, Remediation and Discipline Procedure" within MH's House Officers' Manual.
- 4.2 Separation Earlier than End of Term. At all times, House Staff Member's continued appointment and employment are subject to compliance with the terms of this Agreement as well as evaluations of their performance, behavior and progress in the House Staff Program. Policies and procedures relevant to the House Staff Member's evaluation(s), advancement and/or discipline are located in the House Officers' Manual including under the "Evaluation, Advancement, Remediation and Discipline Procedure." MH may terminate this Agreement and the House Staff Member's appointment/employment hereunder at any time prior to the expiration date stated under Paragraph 4.1 above in accordance with the policies and procedures set forth in the MH House Officers' Manual and/or as otherwise set forth in Human Resources policies and procedures, if and as applicable.
- 4.3 Grievance Procedure. House Staff Member's right(s) to challenge an action impacting /their continued appointment/employment in the House Staff Program including actions such as probation, suspension, termination, denial of reappointment and/or failure to progress to the next Program Year are the subject of policies and procedures set forth in MH's House Officers' Manual and particularly the "Grievance Policy and Procedure."

ARTICLE V

GENERAL PROVISIONS

- 5.1 Prohibition Against Discrimination and Retaliation: The parties agree to abide by all applicable anti-discrimination and/or anti-retaliation laws, including federal, state and/or local laws prohibiting discrimination and/or retaliation against any employee or applicant or recipient of services on the basis of color, race, creed, sex, sexual orientation, transgender status or gender identity, age, physical or mental disability, whistleblower status, veteran or military status, national origin or any other protected status in employment and/or in programs or activities including in conditions of admission or participation. 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 should be promptly reported, including as consistent with MH's human resources policies and including to the House Staff Member's Program Director, MH's DIO and/or MH's Vice President of Human Resources. As related to any discrimination and/or harassment complaint based on sex/gender, MH's Vice President of Human Resources also serves as MH's Title IX Officer. Please see MH's enclosed Notice of Nondiscrimination with this Letter. House Staff Member agrees that they will not subject any other MH House Staff Member, employee, patient, or other member of the MH community to any verbal comment, physical act, or other form of discrimination or retaliation of any kind, based on color, race, creed, sex, sexual orientation, transgender status or gender identity, age, physical or mental disability, whistleblower status, veteran or military status, national origin or any other protected status in employment and/or in programs or activities including in conditions of admission or participation.
- 5.2 Prohibition Against Harassment: The House Staff Member shall be treated in a professional manner consistent with MH Values in Action and Human Resource Policies and shall learn and work in an environment intolerant of verbal, physical or other harassment based on color, race, creed, sex, sexual orientation, transgender status or gender identity, age, physical or mental disability, whistleblower status, veteran or military status, national origin or any other protected status in employment and/or in programs or activities including in conditions of admission or participation. Any incident of harassment should be reported to the House Staff Member's Program Director, MH's DIO and MH's Vice President of Human Resources. As related to any discrimination and/or harassment complaint based on sex/gender, MH's Vice President of Human Resources also serves as MH's Title IX Officer. Please see MH's enclosed Notice of Nondiscrimination with this Letter. House Staff Member agrees that they will not subject any other MH House Staff Member, employee, patient, or other member of the MH community to any verbal comment, physical touching or act, or other form of harassment because of color, race, creed, sex, sexual orientation, transgender status or gender identity, age, physical or mental disability, whistleblower status, veteran or military status, national origin or any other protected status in employment and/or in programs or activities including in conditions of admission or participation.
- 5.3 Governing Law and Jurisdiction: This Agreement, including its offer, acceptance and construction, shall be governed by and construed in accordance with the procedural and substantive laws of the State of Maine, without regard to Maine's conflict of laws provisions. 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 arising under and/or related to this Agreement, and also consent and agree to the exclusive venue of courts located in the State of Maine for resolving such disputes.

HOUSE STAFF MEMBER:

MAINEHEALTH:

By: _____ Date: _____
<<First Name Last Name, Credentials>>

By: _____ Date: _____
Kalli Varaklis, MD, MEd
Designated Institutional Official