

**CENTRAL MAINE MEDICAL CENTER
FAMILY MEDICINE RESIDENCY
RESIDENT EMPLOYMENT AGREEMENT**

This Resident Employment Agreement ("Agreement") made this ____ day of _____, 2018 by and between **Central Maine Medical Center** ("CMMC") and _____, **MD/DO PGY ___ Resident** (the "Resident"). In consideration of their mutual promises, CMMC hereby agrees to employ the Resident, and the Resident hereby agrees to perform services for CMMC, in accordance with the terms and conditions set forth below.

1. Term. This Agreement will be effective _____, and will end _____ ("Effective Date").
2. Duties of the Resident.
 - a. The Resident agrees to work full-time at CMMC and at such other offices or facilities in the Central Maine Healthcare ("CMHC") service areas as are related to the operation of the CMMC. The Resident agrees to devote **his/her** best efforts and attention to the diligent performance of **his/her** duties herein. The Resident agrees to act in accordance with the Citizenship Standards as outlined in **Appendix D** attached hereto and incorporated herein by reference. The Resident shall comply with CMHC's handbook, rules, regulations, policies and any/all applicable state and federal statutes, rules, or regulations, relating to teaching, which may be revised from time to time. The Resident shall work under the administrative supervision of the Director of the Family Medicine Residency Program (the "Program Director") or designee.
 - b. The Resident's work schedule shall be set by the Program Director or designee and will be communicated to the Resident reasonably in advance.
 - c. The Resident's duties will also include but not be limited to: (1) Develop a personal program of self study and professional growth with guidance from the teaching staff; (2) Participate in safe, effective and compassionate patient care under supervision, commensurate with **his/her** level of advancement and responsibility; (3) Demonstrate an ability to assume graded responsibility; (4) Participate fully in the educational activities of this program and, as required, assume responsibility commensurate with **his/her** level of advancement for teaching and supervising other residents and students; (5) Participate in CMMC programs and activities involving the medical staff; (6) Participate in CMMC committees and councils, especially those that relate to patient care review activities; (7) Apply cost containment measures in the provision of patient care; and (8) read, understand and comply with the requirements of (a) the certification by the American Board of Family Medicine, the ACGME and AOA accreditation requirements, (b) the Program's Policy and Procedure Manual and (c) CMMC's Medical Staff By-laws.
 - d. It is the Resident's responsibility to provide the Program Director with the appropriate documentation of the specific procedures they have performed as is more particularly described in the Program's Policy and Procedure Manual. The documentation will be tabulated and returned to the Resident.
3. Duties of CMMC.
 - a. CMMC agrees to provide the Resident with the facilities, equipment, supplies, and support personnel necessary to allow the Resident to fulfill **his/her** duties

under this agreement. CMMC reserves the right to determine what facilities, equipment, supplies and support personnel are necessary and appropriate.

- b. CMMC shall provide professional and general liability insurance coverage for the Resident, with respect to any claim which arises out of the services performed pursuant to this Agreement, and which is asserted during the term of this Agreement, through a licensed insurance plan, an affiliated Health Care Providers Liability Policy, or through a self-insurance plan administered by CMHC for its healthcare system, and such policy or plan shall provide for limits of at least Two Million Dollars (\$2,000,000) per covered claim or Twelve Million Dollars (\$12,000,000) for all claims in any one year..
- c. CMMC assumes no rights obligations, or liabilities of the Resident or any former employer or the Resident, and in particular, CMMC shall not be responsible for any claim arising before the effective date of the Resident's employment with CMMC.

4. Covenants of the Resident. This Agreement is contingent upon the following:

- a. The Resident agrees that during the term of this Agreement, **he/she** will not provide or assist in providing medical services, except as an employee of CMMC as provided in this Agreement, without the express prior written consent of the Program Director or designee. Should such approval for the Resident to provide medical services outside this agreement be granted, the Resident shall obtain professional and general liability insurance coverage in amounts and types deemed suitable by CMHC. Such proof of insurance coverage shall be presented to the Program Director or President of CMMC prior to the Resident engaging in any services outside **his/her** employment at CMMC and at such times as coverage is changed or amended
- b. The Resident must be licensed as a Resident in the State of Maine throughout the term of this Agreement.
- c. The Resident must be eligible to participate in Medicare and Medicaid.
- d. The Resident must maintain **his/her** regular place of residence at a place within a distance that is reasonable for **him/her** to commute between shifts of work/call or to complete **his/her** call responsibilities from home (applied to Rural Track residents in their second and third years of training only).
- e. CMMC must be able to acquire and maintain professional liability insurance within the median premium range for the Resident.
- f. Resident must submit to a pre-employment substance abuse test and receive a negative result, or CMMC may rescind this Agreement.
- g. The Resident must satisfactorily complete an employment, reference, criminal history, and other standard CMMC background checks under applicable CMMC policies and practices.
- h. The Program Director shall determine, with input from the faculty, preceptors, attendings, and whatever other resources **he/she** determines to be appropriate, whether the Resident has demonstrated abilities to assume graded and increasing responsibility for patient care. Performance, assessments and feedback mechanisms may include, but are not limited to, written evaluations, oral feedback from faculty and preceptors, or video

monitoring. The Resident will be accorded the opportunity to provide a written response to any evaluations provided to **him/her** while this Agreement is in force.

Unless impracticable, a decision as to whether a contract for the next year will be offered to the Resident will be made by May 1 of the current year. If the Resident demonstrates a continued and ongoing ability to assume graded responsibility, is complying with the requirements set forth herein, and meeting conditions of specific educational plans, **he/she** will be offered a contract until completion of all requirements for graduation. Academic decisions relating to advancement or graduation are reserved to the discretion of the Director subject only to review under the Grievance provisions set forth below.

5. Compensation.

For the services hereunder, CMMC shall pay the Resident the annual base salary rate of **Fifty-Seven Thousand Four Hundred Dollars (\$57,400.00)**, payable in bi-weekly installments over twelve (12) months beginning on the effective date provided herein. The Resident will also receive additional consideration as outlined in **Appendix C** attached hereto and incorporated herein by reference. CMMC may elect, at its sole discretion, to provide cost of living adjustments from time to time, and any such adjustments shall be communicated to the Resident in the form of a letter.

6. Benefits.

The Resident shall be entitled to employee benefits as set forth in the employee benefits summary, which is attached hereto and incorporated herein by reference in **Appendix B**. These benefits, terms and conditions are subject to change from time to time, and any change shall be effective upon 30 days prior written notice to the Resident, unless another, longer effective date is stated, and any former provisions shall be void, superseded, and of no further effect.

7. Disability. In the event that the Resident is unable to perform the duties set forth in this Agreement, due to the Resident's illness, injury, or disability, The Resident shall be eligible to receive paid sick leave, to the extent provided under the benefit summary. To the extent that the Resident is not eligible for paid leave, or has exhausted eligibility for paid sick leave, The Resident may be entitled to the balance of eligible time as unpaid leave, pursuant to the federal and state Family and Medical Leave laws. If the Resident is not eligible for leave, or has exhausted available leave, it shall be grounds for termination of this Agreement. Notwithstanding any other provision of this Agreement, The Resident shall be paid only for weeks in which the Resident is performing the duties under this Agreement, or is eligible for paid leave under benefit summary.

8. Termination. This Agreement may be terminated before the expiration of any contract term, as follows:

- a. Should the Resident engage in misconduct or other serious action or omission, which causes or threatens material harm to CMMC patients or employees, staff and volunteers as determined by the Program Director, CMMC may terminate this agreement immediately with written notice.
- b. Either Party may terminate this Agreement for material breach of this Agreement by the non-breaching Party giving written notice to the breaching Party of its intent to terminate the Agreement due to the material breach of the other Party, such notice shall specify in detail the breach and shall be given at least twenty (20) days before termination is to be effective; said termination to be effective only if the breaching Party has failed to cure the material breach within said twenty (20) days.

- c. Either Party may terminate this Agreement, without cause, by giving the other Party at least one hundred and twenty (120) days written notice prior to the effective date of such termination.
 - d. The Parties may terminate this agreement by mutual written agreement at any time
 - e. By CMMC, immediately upon written notice to the Resident, in the event that the Resident's license to practice as a Resident in Maine, **his/her** participation in the Medicare or Medicaid programs, or if CMMC is not able to acquire and maintain professional liability insurance as specified in Section 4(e).
 - f. By CMMC, immediately upon written notice to the Resident, in the event that the Resident does not satisfactorily complete the background check as specified in Section 4(f).
 - g. Upon expiration or termination permitted by this section, neither Party shall have any further rights or duties under this Agreement except as expressly provided elsewhere in this Agreement, provided such termination shall not affect any rights or duties accrued prior to the effective date of termination, and shall not relieve the breaching Party under paragraph (b), of its liability for damages under this section.
9. Arbitration. Any claim or dispute arising out of this Agreement, including the termination of this Agreement, shall be resolved exclusively by arbitration, in Androscoggin County, Maine. Upon written request of either Party to arbitrate any such claim or dispute, the Parties shall confer in good faith on the selection of a single arbitrator. If, sixty (60) days after notice of the request for arbitration, the Parties have not agreed upon selection of an arbitrator, either Party may petition the Superior Court for Androscoggin County, to appoint a single arbitrator. The arbitrator shall be bound by the written terms of this Agreement, any modifications hereto, and any other written document incorporated herein by reference and the course of conduct of the Parties. Both Parties waive any claim for non-economic damages. Neither Party shall initiate or join any civil action, lawsuit, or administrative proceeding against the other Party with respect to any claim which is subject to this arbitration provision, except to enforce this section or any arbitration award, and both Parties waive any right or claim to attachment or trustee process prior to a final judgment after an arbitration award. The Parties shall share equally the costs of the arbitrator and the arbitration proceeding, but each Party shall pay its own attorneys fees and costs of its witnesses or experts. A written request to arbitrate must be delivered to the other Party no later than 120 days after the date on which the Party was aware, or should have been aware through the exercise of reasonable diligence, of the claim or dispute. This Section shall survive the expiration or termination of this Agreement.
10. Confidential Information. The Resident understands, acknowledges and agrees that in providing services to CMMC **he/she** may encounter information or materials of or relating to CMMC, its patients, employees, contractors, agents or other representatives, including but not limited to information on CMMC or CMHC operations, methods of doing business, research and development, trade secrets, computer programs, finances, and patient "individually identified health information" as defined at 45 CFR Parts 160 and 164 and "health care information" as defined at 22 M.R.S.A. § 1711-C (all of which information is collectively referred to as the "Confidential Information"); that Confidential Information may be in any form, including written, electronic, oral, overheard or observed; that Resident has no rights whatsoever to the Confidential Information; and that Resident will hold the Confidential Information in strict confidence, will not use, copy or acquire the Confidential Information except as required to provide the services hereunder, will not disclose the

Confidential Information, and will not act or fail to act in any manner that may, directly or indirectly, compromise the security or confidentiality of the Confidential Information. Upon termination of **his/her** employment, the Resident shall deliver to CMMC all Confidential Information that are then in **his/her** possession or control. Resident agrees that the obligations of Resident with respect to the confidentiality and security of the Confidential Information shall survive the termination of any agreement or relationship between Resident and CMMC.

11. Grievance. Should the Resident seek review of any disciplinary or other action taken with respect to **his/her** employment or academic status with CMMC, the Resident may file a grievance as designated in the Program Policy and Procedure Manual.
12. Waiver. Waiver by CMMC of any breach of any provision of this agreement by the Resident shall not operate or be construed as a waiver of any subsequent breach by the Resident.
13. Assignment. CMMC may assign its rights and obligations under this Agreement to any other corporation, provided that the corporation is an affiliate of CMMC. This Agreement is not assignable by the Resident.
14. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Maine, without regard to its conflict of laws provisions.
15. Notices. Any notices required or permitted to be given under this Agreement will be deemed sufficiently given if hand-delivered or mailed by U.S. mail, postage prepaid, addressed to in the case of the Resident at the address shown on the payroll record of CMMC, and if to CMMC, addressed to the Program Director, or at such other addresses may be furnished in writing to the notifying Party.
16. General. Both Parties will comply with all applicable laws and regulations of governmental bodies or agencies in their performance under this Agreement. The waiver by one Party of a breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the other Party. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force. This Agreement may be signed by the Parties in separate counterparts which will together constitute one and the same agreement.
17. Third Parties. This Agreement is entered into for the benefit of the Parties hereto, and nothing in this Agreement shall be construed as creating or giving rise to any rights in any third Parties or any persons other than the Parties hereto, except as expressly set forth herein.
18. Copies. It is agreed that copies of this Agreement, and all documents referenced herein, shall have the same force and effect as originals.
19. Entire Agreement. This Agreement terminates and replaces any prior written or oral agreement between these Parties. This Agreement and its attachments are the complete and entire Agreement between the Parties hereto. Any discrepancy between the Agreement and any attachment thereto shall be resolved in favor of the Agreement. The Agreement may be amended only by agreement in writing that specifically mentions this

Agreement and is signed by both Parties, provided that CMMC may revise the benefit plan, as set forth herein, without a written agreement.

Signature Page to Follow

Resident

Central Maine Medical Center

David Tupponce, M.D.
President

Director of the Family Medicine Residency

Bethany J. Picker, MD

SAMPLE - terms subject to change

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