Adopted: 3.23.2022

Objectives

To provide a system of compensation for clinical, administrative, research, and educational activities provided by the physicians ("Providers" or "faculty") employed by Boston University Medical Center Anesthesiologists, Inc. (the "Department" or the "Corporation") that

- 1. supports the clinical and academic missions of the Department, Boston Medical Center ("BMC"), and Boston University School of Medicine ("BUSM")
- 2. provides equity among faculty by matching compensation to effort
- 3. establishes a link between provider clinical productivity and compensation
- 4. recognizes academic productivity and mission-critical activities, including departmental citizenship
- 5. enables financial sustainability

Limitations

This Policy is intended to have general applicability. It is, however, within the discretion of the President of the Corporation (the "Chair") to depart from this policy as he or she deems appropriate; provided, however, that any deviation from this policy will be set forth in the salary letter provided to each physician.

This policy does not constitute an employment contract between the physician and the Department. The Department reserves the right to amend this policy at any time, on a prospective basis, as it deems necessary.

All compensation paid directly or indirectly to Providers will be in compliance with the policies and procedures of the Department, the Faculty Practice Foundation, Inc., d/b/a Boston University Medical Group (the parent corporation for all faculty practice plans at BMC known as "BUMG") and BUSM, and in accordance with the Physician Practice Agreement signed by each Provider.

Additionally, the Compensation Policy is intended to comply with all applicable laws and regulations governing physician compensation arrangements. In no instance shall a Provider's compensation vary with or take into account the value or volume of referrals for designated health services made by, or other business generated by, a Provider or otherwise be inconsistent with applicable law.

In the event of a change in law or regulation, or any change in interpretation of a law or regulation, that might raise questions regarding whether the policy complies with applicable law, the President will take appropriate action to remedy the situation immediately. This action may include modifying individual physician compensation amounts retroactively or prospectively.

Affected Faculty

This policy applies to all Providers employed by the Department who have had clinical responsibilities for at least two years.

In the first two years of employment compensation will be guaranteed.

- (1) A provider's initial salary will be set at 105% of the most recent three-year rolling average median of the AAMC Northeast Region General Anesthesia specialty for Assistant Professor. The President has the discretion to adjust the base salary to account for experience of the candidate, subspecialty, or other market conditions.
- (2) New providers will also receive additional compensation based on academic rank, tenure, fellowship training, and leadership positions as described in the "Additional Compensation" section below.
- (3) The first performance measurement period for newly hired providers will begin on the first day of the Provider's second July. For example, for a Provider hired August 1, 2022, the first productivity measurement period would begin July 1, 2024, with compensation changed effective July 1, 2025.

In the event of termination of employment, the Provider shall be entitled to compensation only with respect to services rendered through the effective date of termination. The provider shall not have any claim whatsoever to: (a) any receivables, including, but not limited to, any receivables that are outstanding or collected on or after the date of termination; or (b) any shared savings, bonuses, or other incentive payments paid or received after the date of termination, regardless of the performance period to which they are attributed.

Compensation Program

Compensation shall be based on three components: (1) salary from clinical, administrative, and educational activities ("base salary"), (2) performance metrics, and (3) academic rank, tenure, fellowship training, and leadership positions. Compensation is paid based on the Provider's annual hour commitment (FTE). The Corporation will work with each Provider each year to establish an annual hour commitment prior to the start of the academic year.

Base salary will be calculated using the elements below. Ninety percent (90%) of the base salary will be guaranteed. The remaining 10% of total base salary will be subject to the mission and quality metrics described below. Providers will receive additional compensation based on academic rank, tenure, fellowship training, and leadership positions.

Base Salary

Base salary is set at 105% of the most recent three-year rolling average median of the AAMC Northeast Region General Anesthesia specialty for Assistant Professor. In the event the AAMC median decreases,

the prior fiscal year AAMC median will be used. The Department will evaluate the feasibility of maintaining this "hold harmless" as the salary market evolves or if the median should decrease for a second year.

Ninety present (90%) of the base salary amount will be guaranteed compensation.

Performance Metrics

Ten percent (10%) of the provider's base salary will be at risk based on the following mission and citizenship and quality and process metrics described below. The variables affecting the performance metrics may be revised annually and any changes will be communicated to the Providers in advance of the measurement period.

(1) Mission and Citizenship (7%)

- a. Mission and Citizenship measures will be split up into green and red categories
 - i. Red (1%): A Provider must achieve all 5 elements in the red (Citizenship) category to receive full value (1% of base salary)
 - ii. Green (6%): The green category includes four domains (Education, Quality and Safety, Scholarly, Scholarly/Leadership) and multiple activities. A provider must choose five activities and will receive 1.25% of base salary for each of the five activities the provider successfully completes.
 - iii. Appendix C contains a full listing of all elements and activities in the red and green categories.

(2) Quality and Process (3%)

- a. Quality and process measures will be measured at the group level
- b. There will be five measures, each worth 0.6%
- c. The group will need to achieve all five measures in order for each Provider to receive full value (3% of base salary). A pro-rated value will be paid to each Provider if the group does not meet one or more measures.
- d. Appendix D contains a list of the quality and process measures

Additional Compensation

(1) Academic Rank

- a. Associate Professors will receive an additional \$15,000 each year
- b. Professors will receive an additional \$30,000 each year
- c. Providers who receive a mid-year promotion will receive a compensation increase in the following January or July, whichever is sooner.

(2) Experience

Beginning in a Provider's second year, the Provider will earn an additional amount of compensation equal to 1% of the most recent three-year rolling average General Anesthesia

Assistant Professor median. The Provider will earn an additional 1% each year up to a maximum of 5%.

(3) Fellowship Training Providers who have advanced education or training will receive additional \$5,000 in compensation.

(4) Leadership

Stipends related to the department leadership roles appear in Appendix B

Year End Incentive

The year-end incentive will be equal to the expected profit, if any, of the overall Corporation after accounting for all expenses and an amount of retained earnings for the Corporation. The retained earnings shall be determined by the President and BUMG Senior Leadership, prior to the fiscal year in which it will be applied, based on the needs of the Corporation to fund its charitable purposes, ability to meet BUMG's reserve policy of 30 days cash on hand and the maintenance of reasonable reserves in relation to strategic objectives and general market conditions.

At the end of a fiscal year, the President and BUMG Senior Leadership may determine, based on those same considerations and the Department's actual financial performance, that it is not prudent to use the reserved bonus pool. The President and BUMG Senior Leadership may also determine, at the end of a fiscal year, that the Department has additional profit available for the Department's use. The President, based on the needs of the Corporation to fund its charitable purposes and outstanding obligations, the overall level of Provider salaries compared to median benchmarks, and the need for additional reserves, may decide to use the additional profit to supplement the Department's total bonus pool.

The Department's total bonus pool will be distributed to all providers equally, pro-rated for individual providers based on their FTE.

Year-end incentive payments will be calculated at the end of the fiscal year and distributed to the participating physician when the fiscal year-end financial statements are finalized.

Compensation Reset

Provider compensation will be adjusted annually to reflect base salary, performance metrics, tenure, fellowship training, and leadership positions. Academic rank will be adjusted semi-annually, in January and July.

Measurements in each 12 month "activity period" will form the basis for compensation paid in the next 12 month "salary period." For example, quality performance for the activity period July to June 2020 will determine the base salary paid in the period July to June 2021.

The actual salary adjustments will typically be implemented each September.

If the reset is higher than current base salary, the physician will receive a lump sum payment in September to reflect the underpayment in July and August. The new base salary will then be paid for the following 9 months. This new base salary will also be paid in the first two months of the next period (July and August), until the next reset is implemented.

If the reset is lower than the current base salary, the base salary reduction will be adjusted and spread over the remaining 9 months of September to June. This new base salary will also be paid in the first two months of the next period (July and August), until the next reset is implemented.

Compensation for additional work

A 1.0 FTE is defined as 45 hours of clinical work per week, Monday to Friday, excluding both in-house call and call from home are considered part of the base salary effort and are not separately paid.

Additional compensation will be paid for the following additional effort at a rate of \$200 per hour prorated in 15-minute increments subject to the following rules:

- 1. If a physician, during a single week Monday to Friday, works more than an average of nine hours per day on "regular days, the physician will receive additional compensation.
- 2. On a day a physician is scheduled for an in-house call beginning at 3 pm, additional compensation is paid for any hours worked before 3 pm.
- 3. On the day following an in-house call, additional compensation is paid if a physician works past 7am
- 4. If a physician has late call (but not planned in-house call), works past 5 pm, but not past 11 pm, additional compensation is for time worked after 2 pm the next day.
- 5. If a physician has late call (but not planned in-house call) and works past 11 pm, additional compensation is for time worked after 7am the next day.

See Appendix E for common scenarios.

Appendix A: Salary Calculation Example

3 Year Rolling Average AAMC Assistant Professor \$366,000 [A] 105% of R3YA AAMC Assistant Professor \$384,300 [B]

		Pro	vider A	Pro	vider B	Pro	vider C	
Academic Rank		A	ssistant	Α	ssociate	Pı	ofessor	[C]
Tenure		4	4 Years		10 Years	1	2 Years	[D]
FTE			1.00		1.00		1.00	[E]
Fellowship		Yes	5	No)	Yes	5	[F]
Leadership		No		Di	r of PACU	No		[G]
Mission & Citizenship			7%		7%		7%	[H]
Quality & Process			3%		3%		3%	[1]
Base	90%		345,870		345,870		345,870	[B] * [E] * 90%
Mission & Citizenship	7%		26,901		26,901		26,901	[B] * [E] * 7% * ([H] / 7%)
Quality & Process	3%		11,529		11,529		11,529	[B] * [E] * 3% * ([I] / 3%)
Tenure			10,980		18,300		18,300	[A] * 1% * ([D] -1)
Academic Rank			-		15,000		30,000	
Fellowship			5,000		-		5,000	
Leadership			-		15,000		-	
Total Compensation		\$	400,280	\$	432,600	\$	437,600	•

Appendix B: Defined Leadership Role and Stipend

Leadership Role	Stipend	
Vice Chair, Clinical Affairs	\$	35,000
Vice Chair, Academic Affairs	\$	15,000
Residency Program Director	\$	15,000
Associate Director Residency Program	\$	15,000
Associate Director SICU	\$	15,000
Director of Chronic Pain	\$	25,000
Director of Diversity & Inclusion	\$	10,000
Director of Endoscopy	\$	15,000
Director of OB/GYN Anesthesia	\$	10,000
Director of PACU	\$	15,000
Director of Pediatrics Anesthesia	\$	15,000
Director of the Simulation Center	\$	15,000
Quality and Safety Leader	\$	10,000
Site Officer, Menino	\$	15,000
Site Officier, Moakley	\$	15,000

Appendix C: Mission / Citizenship Metrics

Citizenship - Red

Attend 50% Grand rounds

Complete 50% daily resident evaluations

Complete all Workday Trainings before deadline

Complete 95% charts/billing requests within seven (7) calendar days**

Give/proctor 1 didactic session

Education - Green

Alumni relations activity; newsletter article

Alumni relations activity; organize departmental event; alumni reception

Lead at least 10 educational events

Monday lectures

Tuesday didactics

Wednesday question sessions

Thursday US school

Friday 6:30 AM activities

Other

Review Resident Applications

Interview Resident applicants

Mentor resident/medical student educational project

Medical student faculty advisor

Serve as a Rotation Director and/or Formal Resident Mentor

Give one departmental Grand Rounds Lecture

Top 50% of GME Survey (faculty evaluation by residents)

Oral Board Examiner

Awards

Quality and Safety - Green

Serve on the department quality and safety committee

One quality or safety abstract or presentation at a BMC, regional or national meeting (must meet QI Hub standards)*

Participate in a departmental or BMC Root Cause Analysis

Meaningfully participate in a quality improvement or safety project (criteria for meaningful participation listed in QI Hub)*

Contribute one article/video to the IPP Minute Newsletter

Develop new programs, service lines, or clinical pathways

Scholarly - Green

Be a co-investigator in a funded clinical trial/study

Publish in a peer reviewed journal

Publish a book chapter or other non-journal work

Mentor resident/medical student research project

Present at a national meeting

Submit Grant application

Act as first or second reader on a master's or doctoral thesis

Act as PI on clinical trial

Journal Reviewer

Editorial Board

Scholarly - Leadership

Participate in more than one Anesthesiology Department committee

One national committee*

One regional committee*

Organize a community event

One BMC, BUMG, or BU committee*

Recruitment of attending/CRNA*

Participate in a program to reduce health disparities

Participate in a program to promote diversity and inclusion

Grand Rounds for other BMC departments

Faculty Mentor

Appendix D: Quality and Process Measures

Quality

Documentation of using an aseptic technique

Documentation of temperature for all patients undergoing procedures > 1 hours

Documentation of the use of an ultrasound for central lines with image saved

Process

First case starts on time

Room turnover for 85% of the Maokley cases categorized as "simple" <15 mins or less and cases categorized as "complex" turned over within 25 minutes

Appendix E: Additional Work Scenarios

ADDITIONAL WORK AND PAID TIME OFF

Example 1: The physician worked ten hours each day, except on Thursday while on "late" call. On Thursday, the physician worked until 10 pm. Given the attending worked more than an average of 9 hours/day on "regular days" and beyond 2 pm on the post call day, the attending will be compensated for 6 hours of additional pay (3 hours due to the "9 avg. hours rule" and 3 hours due to working 3 hours past 2 pm on a post call day).

Monday	Regular day	10
Tuesday	Regular day	10
Wednesday	Regular day	10
Thursday	Late call	15
Friday	Post late call	10

<u>Example 2:</u> The physician was assigned in-house call (3pm-7am) on Monday, but was called in at 7 am on Monday, was off (post in-house call) on Tuesday, and worked 10 hours on each of the remaining weekdays. Given the physician worked more than an average of 9 hours/day on "regular days" and worked before the call shift started, the physician will be compensated for 11 hours of additional pay (3 hours due to the "9 avg. hours rule" and 8 hours due to being called in 8 hours before his call shift started).

Monday	In house call	24
Tuesday	Post call day off	0
Wednesday	Regular day	10
Thursday	Regular day	10
Friday	Regular day	10

Example 3: The physician was on call during the prior weekend, in-house on Sunday, and off (post inhouse call). On Monday. The physician thus worked 4 "regular days" that averaged 9 hours and there is no additional compensation.

Monday	Post call day off	0
Tuesday	Regular day	8
Wednesday	Regular day	9
Thursday	Regular day	10
Friday	Regular day	9

Example 4: The physician was on late call on Friday, working until 8 pm as part of the weekend call team. The physician works 4 "regular days", which averages more than 9 hours/day. The physician is compensated an additional 2 hours. There is no additional pay for staying until 8 pm on the late call day.

Monday	Regular day	11
Tuesday	Regular day	7
Wednesday	Regular day	11
Thursday	Regular day	9
Friday	Late call	13

Example 5: The physician was on late call on Wednesday and worked until 10 pm. On Thursday, the physician works until 4 pm on the post late call day. The regular days Monday, Tuesday and Friday average 9 hrs/day. There is no additional compensation for working late call on Wednesday. On Thursday, the physician worked 2 hours past 2 pm and thus would be paid for 2 additional hours.

Monday	Regular day	8
Tuesday	Regular day	10
Wednesday	Late call	15
Thursday	Post late call	9
Friday	Regular day	9

Example 6: The physician worked regular days on Monday, Tuesday and Friday, late call on Wednesday and post late call on Thursday day. The physician works until 11:45 pm on Wednesday, past the 11 pm limit for late call; the 7 hours worked the post call day are compensated at the additional rate of \$200/hr.

Monday	Regular day	8
Tuesday	Regular day	11
Wednesday	Late call	17
Thursday	Post late call	7
Friday	Regular day	8