

Adopted: 3.23.2022

Objectives

To provide a system of compensation for clinical, administrative, research, and educational activities provided by physicians (“Providers” or “faculty”) employed by Boston University Radiation Oncology, 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 plan corporations 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 three years.

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

- (1) A Provider's initial salary will be set at 85% of the most recent three-year rolling average median of the Association of American Medical Colleges ("AAMC") Northeast Region Radiation Oncology specialty for the Provider's academic rank (Assistant Professor, Associate Professor, or Professor)
- (2) The Provider's second year salary will be set at 90% of the most recent three-year rolling average AAMC Radiation Oncology median for the Provider's academic rank
- (3) The Provider's third year salary will be set at 95% of the most recent three-year rolling average AAMC Radiation Oncology median for the Provider's academic rank
- (4) The President has the discretion to adjust the base salary to account for experience of the candidate, subspecialty, or other market conditions.
- (5) For Providers who begin employment between July 1 and December 31, the first measurement period to effect compensation after the Provider's third year will begin the second July 1. For Providers who begin employment between January 1 and July 1, then the first measurement period will begin on the third July 1. For example, for a Provider hired August 1, 2022, the first measurement period would begin July 1, 2024, with compensation changed effective July 1, 2025. For a Provider hired February 1, 2023, the first measurement period would begin July 1, 2025 with compensation changed effective July 1, 2026.

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 ("total base salary"), (2) performance metrics (productivity and citizenship), and (3) academic rank and tenure. 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.

Total base salary will be calculated using the elements below. Seventy percent (70%) of the total base salary will be guaranteed. The remaining 30% of total base salary will be subject to the performance metrics described below. Providers will receive additional compensation based on Associate Professor or Professor academic rank and years of experience.

Total Base Salary

Seventy percent (70%) of the amount calculated as Total Base Salary using the elements below will be guaranteed compensation.

(1) Base Salary

- a. Base salary will be set at the most recent three-year rolling average median of the AAMC Northeast Region Radiation Oncology specialty for Assistant Professor.
- b. Providers who receive a mid-year promotion will receive a compensation increase in the following January or July, whichever is sooner.

(2) Call Coverage

- a. Providers are expected to cover call for 13 weeks during the academic year. Providers who cover call more than 13 weeks will receive an additional \$1,500 for each week of call over 13. Compensation for Providers who cover call fewer than 13 weeks will be reduced by \$1,500 for each week below 13.

(3) VA Medical Center

- a. For Providers working at a VA Medical Center, the department will cover the salary gap between the salary a provider would receive from the VA Medical Center and the AAMC median.

Performance Metrics

Thirty percent (30%) of the amount calculated as Total Base Salary will be at risk based on the productivity and citizenship metrics described below.

(1) Productivity

Providers will have twenty percent (20%) of their total base salary at risk for productivity metrics based on the most recent Vizient median wRVU benchmark. The productivity measure will be pro-rated based on a Provider's annual hour commitment. For Providers with productivity between 0.70 and 1.30, the metric will be based on the Provider's productivity. For Providers with productivity below 0.70, the metric will be equal to 0.70; for Providers with productivity greater than 1.30, the metric will be equal to 1.30. These metrics will be measured in the 12 month academic year and be applied to compensation in the following academic year. See Appendix A for examples of the salary calculation.

Providers will receive an adjustment for wRVUs generated through Brachytherapy. All wRVUs generated by Brachytherapy will be increased by a multiple of 1.87x.

(2) Citizenship

Providers will have up to ten percent (10%) of their total base salary at risk for the citizenship metrics outlined below. The Department's compensation committee will define the metrics each

year and communicate them to all Providers prior to the start of the measurement period (July 1 to June 30). These metrics will be measured during the 12 month academic year and be applied to compensation in the following academic year. These measures will not be pro-rated, providers will have to reach the goal in order to receive this compensation.

- a. Attendance (3%): must attend a minimum of 80% of Chart rounds, 50% of quality, practice and improvement committee meetings, and at least 70% of designated Tumor Boards.
- b. Research and Scholarly Activities (1%): Present at either a regional or national meeting and publish one peer reviewed medical journal article each year
- c. Patient Experience (2%): “Likelihood to recommend physician practice” meets or exceeds the Department goal. The department goal will be communicated to the physician at the beginning of each fiscal year.
- d. Treatment Summaries (2%): For patients with a diagnosis of cancer and who have undergone brachytherapy or external beam RT, provider must document and communicate a treatment summary report to the patients within one month of completing treatment. Provider must complete this for 80% of applicable patients to meet criterion.
- e. Practice Development (2%): The provider and chair will jointly agree on the provider’s goal prior to the beginning of the measurement period. The goal must be objective and clearly defined.

Additional Compensation

(1) Academic Rank

Providers ranked at an Associate Professor or Professor level will receive additional compensation equal to the difference between the Assistant Professor Academic Rank and their rank (as adjusted by the annual hour commitment).

(2) Experience

- a. Providers will receive additional compensation for tenure
- b. Providers with 10+ years since fellowship training will receive an additional \$10,000 in compensation
- c. Providers with 15+ years since fellowship training will receive an additional \$15,000 in compensation

Compensation Reset

Provider compensation will be adjusted annually to reflect the base salary, productivity, and citizenship components. The measurement period for each metric will be July to June of the academic year and the results will be applied to the Provider’s compensation in the following academic year.

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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 10 months of September to June.

If the reset is lower than the current base salary, the base salary reduction will be adjusted and spread over the remaining 10 months of September to June.

Appendix A: Salary Calculation Examples

3 Yr Rolling Avg AAMC

Assistant Professor	\$ 377,752	[A]
Associate Professor	\$ 456,714	[B]
Professor	\$ 519,108	[C]

		<u>Provider A</u>	<u>Provider B</u>	<u>Provider C</u>	
Academic Rank		Assistant	Associate	Professor	
Tenure		4 Years	7 Years	16 Years	
FTE		1.00	0.80	1.00	[D]
Productivity		0.97	1.11	1.03	[E]
Citizenship		8%	10%	7%	[F]
FTE	70%	264,427	211,541	264,427	[D] * [A] * 70%
Productivity	20%	73,284	67,089	77,817	[D] * [A] * 20% * [E]
Citizenship	10%	30,220	37,775	26,443	[A] * 10% * ([F] / 10%)
Academic Rank		-	63,169	141,356	
Tenure		-	-	15,000	
Total Compensation		\$ 367,931	\$ 379,574	\$ 525,042	