

GRADUATE MEDICAL EDUCATION RESIDENCY AGREEMENT

This Graduate Medical Education Residency Agreement (the “Agreement”) is entered into by and among The University of Texas Southwestern Medical Center, an agency of the state of Texas located at 5323 Harry Hines Boulevard, Dallas, Texas 75390 (the “UTSW”), and **[Resident Name]**, a resident in training (the “Resident”).

WHEREAS, UTSW is an institution of higher education that has as part of its mission to educate the next generation of leaders in patient care, biomedical sciences, and disease prevention and, as one means to achieve its mission, serves as the sponsoring institutional for graduate medical education programs including multiple residencies and fellowships;

WHEREAS, UTSW is the sponsoring institution of a Residency in Internal Medicine/Pediatrics (the “Residency”) that is operated through UTSW's Department of Pediatrics (the “Department”);

WHEREAS, the Residency meets the requirements” of the Accreditation Council for Graduate Medical Education (“ACGME”);

THEREFORE, in consideration of the foregoing, the terms and conditions set forth in this Agreement and other good and valuable consideration the sufficiency of which the parties hereby acknowledge, UTSW and the Resident agree as follows:

I. DUTIES AND RESPONSIBILITIES OF UTSW.

A. THE PROGRAM.

1. UTSW, through the Department, is responsible for the selection, supervision, management and operations of the Residency and the Resident consistent with the requirements established by the ACGME.
2. The Resident will be provided a salary by UTSW in the amount of \$61,785 which will be paid in 12 monthly installments; the Resident will be provided access to medical, dental and vision care benefits for themselves and immediate family members. UT and the State of Texas will pay 100% of your premiums for the basic coverage package (employee only), and up to 50% of the premiums for your dependents’ medical coverage.
3. UTSW and the Department shall designate a Program Director who will manage the Residency (“Program Director”). The Program Director will supervise and manage the Resident in the practice of medicine. The Program Director, in conjunction with the Department, and taking into consideration training opportunities and patient population needs of affiliated hospitals, will decide the Resident’s general distribution, assignments, and responsibilities.

4. The Department and the Program Director will supervise and manage the Resident's schedule and education consistent with the requirements established by the ACGME, including, but not limited to, the distribution of the Resident's assignments and responsibilities.
5. UTSW, through the Department and the Program Director, shall be responsible for the academic evaluation, supervision, control, promotion and termination of Residents.
6. UTSW, through its Graduate Medical Education Office, shall maintain policies and procedures that delineate the operations and responsibilities of the Residency.
7. UTSW, through the Department, may provide both clinical and didactic educational activities including, but not limited to, opportunities for clinical and basic scholarly research.
8. UTSW shall provide vacation and sick leave to the Resident consistent with State law and UTSW Policies and Procedures adopted to implement State law. Such policies and procedures include EMP-251: Work Attendance and Leave Usage; EMP-252: Vacation Leave; and EMP-253: Sick Leave.

B. PROFESSIONAL LIABILITY INSURANCE.

The Resident will be provided professional liability insurance with coverage of one hundred thousand dollars (\$100,000) per occurrence and three hundred thousand dollars (\$300,000) in the annual aggregate under The University of Texas System Professional Medical Liability Benefit Plan ("Plan") while this Agreement is in effect. Such coverage shall include legal defense and protection against awards from claims reported or filed after the Resident's completion of the Program if the alleged acts or omissions of the Resident are within the scope of the Program. The Resident must comply with any requirements imposed by the Plan, including requirements for risk management education, as defined in the policies, procedures, and agreements managed by the School. Upon becoming aware of an actual or alleged claim, the Resident must immediately notify the Program Director.

II. DUTIES AND RESPONSIBILITIES OF THE RESIDENT

A. THE PROGRAM.

1. The Resident shall devote his/her exclusive full-time and best professional efforts to the performance of professional services and participation in the Program ("Services").
2. The Resident shall obtain and maintain the credentials from the Texas Medical Board necessary to participate in the Program.

3. The Resident shall fulfill all requirements necessary to join the specified hospital House Staff(s) as delineated by hospital policies and procedures including providing all requested background and educational information. The Resident shall fulfill all UTSW, Residency and Hospital credentialing requirements prior to commencement of appointment.
4. The Resident agrees to comply with The Joint Commission standards; the Hospital's Medical Staff Bylaws, Medical Staff Rules and Regulations, and Code of Ethical Conduct; all Hospital, Program and UTSW policies, rules and procedures, including participation in the Hospital's Quality Program (collectively, "Policies and Procedures"); and any other obligations to which the Resident is subject, including, but not limited to, all applicable state and federal statutes and regulations.
5. The Resident further agrees to comply with the policies, procedures, rules, and regulations of any other institution where assigned to perform the duties of a Resident.
6. The Resident shall not be allowed to perform any professional medical services outside of the Residency, unless the Resident first obtains the prior written approval of the Program Director. The Resident must also maintain compliance with the UTSW's policy concerning moonlighting. The Resident's performance will be monitored by the Residency and Program Director to ensure that there are no adverse effects of these activities.
7. The Resident shall prepare and maintain administrative and business records consistent with all Policies and Procedures, including maintaining medical records related to the Services in such format and upon such intervals as the Program reasonably requires and maintaining thorough, complete and accurate other records with respect to the Services and treatment rendered to any patient.

B. REPRESENTATIONS AND WARRANTIES OF RESIDENT.

The parties enter into this Agreement in reliance on the following representations and warranties being true and accurate as of the Effective Date of this Agreement and remaining so at all times during the Term of this Agreement. The Resident hereby represents and warrants the following:

1. The Resident is not excluded from a federal program as of the Effective Date of this Agreement and no adverse action by the federal government that will or may result in exclusion from a federal health care program has occurred or is pending or threatened against the Resident. The Resident agrees that he/she will not perform any act that shall cause him/her to be excluded from a federal health care program during the Term of this Agreement.
2. The Resident has never been reprimanded, sanctioned or disciplined by any licensing board of any state, medical society, specialty board, medical staff, house staff or any healthcare facility and no such action is pending.

3. The Resident is not subject to any disciplinary order, sanction or decree of any federal or state governmental agency having jurisdiction over the practice of medicine.
4. The Resident has never resigned from the medical staff of any hospital in lieu of discipline or termination, or been denied membership or reappointment from the medical staff of any hospital; has never had hospital medical staff membership or clinical privileges suspended, curtailed, denied, reduced or revoked; and no such action is pending.
5. The Resident is not now, nor has ever been, a defendant in a professional negligence lawsuit other than as fully disclosed in writing to Program. The Resident will immediately disclose to the Program Director the details of any medical negligence lawsuit which is commenced against him/her, as well as any facts which reasonably might give rise to any other legal action against Hospital or School.
6. UTSW and Resident acknowledge that the Hospital has provided them with the Hospital's Code of Ethical Conduct and other Program Policies and Procedures related to the Hospital's Compliance Programs including but not limited to the False Claims Act ("FCA"), 31 U.S.C. §§ 3729-3733. The FCA imposes civil liability on any person or entity that knowingly submits, or causes to be submitted, a false or fraudulent claim for payment to the U.S. government. The FCA also prohibits knowingly making or using (or causing to be made or used) false records or statements in order to get a false or fraudulent claim paid by the federal government. UTSW and Resident understand that under the FCA, those who knowingly submit, or cause another person or entity to submit, false claims for payment of government funds are liable for three times the government's damages plus civil penalties of \$5,500 to \$11,000 per false claim. Other possible enforcement actions include suspension of payment, referral to the Office of Inspector General for potential exclusion from the program, or disenrollment.

III. APPOINTMENT AND TERM.

A. TERM.

UT Southwestern and the Program hereby appoints the Resident and the Resident hereby accepts an appointment in the Internal Medicine/Pediatrics Residency program at the level of PGY-2, under the supervision of Jennifer Walsh, M.D., as Program Director. The Resident's appointment shall begin on July 1, 2021, and terminate **on** June 30, 2022 (the "Term").

B. APPOINTMENTS.

Promotions, or certificates of completion, are dependent upon the Resident continuing as a member in good standing of the Hospital's House Staff as well as evaluation by program faculty, and recommendation from the Program Director. If the faculty of the Program does not intend to offer re-appointment or a certificate of program completion, the Program will give the Resident as much written notice of the intent not to promote or issue a

certificate of completion as circumstances will reasonably allow, prior to the end of this Agreement. Upon receipt of such written notice, the Resident may implement UTSW's due process procedure in accordance with UTSW's Grievance and Due Process for Graduate Medical Education Trainees Policy.

IV. SCHEDULING.

A. WORK HOURS.

The Resident's work hours will be scheduled in accordance with the training program requirements, and the Duty Hours policy of UTSW, and will be overseen by the Program Director.

B. ASSIGNMENTS AND VACATION.

The Resident's assignments and vacation usage will be determined and/or approved by the Program Director. Resident will accrue vacation and sick leave on a monthly basis and may utilize such leaves consistent with State law and the Policies and Procedures adopted by UTSW to implement the State law. Such policies and procedures include EMP-251: Work Attendance and Leave Usage; EMP-252: Vacation Leave; and EMP-253: Sick Leave.

C. LEAVE OF ABSENCE.

Leaves of absence shall be at the discretion of the Program Director, consistent with the Policies and Procedures of UTSW.

D. BOARD ELIGIBILITY.

Because certifying boards vary in their requirements regarding the effect of leaves of absence, for any reason, taken during the House Staff Officer's training on his/her eligibility and the timing for board certification, each House Staff Officer shall access the specific relevant information from his/her certifying boards through the UTSW Intranet by entering: http://www.abms.org/About_ABMS/member_boards.aspx

E. COUNSELING.

The Resident shall have access to confidential counseling, medical, psychological, and other support services through UT Southwestern Resident and Wellness Counseling Center or pursuant to UTSW's Employee Assistance Program. The Resident shall refer to UTSW's Criteria for Medical Staff Referrals to the Committee on Practitioner Peer Review and Assistance and to the Physician Health and Recovery Committee policy for questions related to practitioner impairment issues, including impairment due to substance abuse.

V. POLICIES REGARDING SEXUAL AND OTHER FORMS OF HARASSMENT.

Residents shall not be subjected to inappropriate conduct of a sexual nature during their training at UTSW and Hospital. To file a complaint regarding sexual or other forms of harassment, the Resident should contact both the UTSW Title IX Coordinator or a Deputy Title IX Coordinator and the Hospital's Medical Affairs Office. The Resident should consult UTSW's policy EDU-116: Sex Discrimination – Sexual Misconduct, Harassment, and Violence and the Hospital's Code of Ethical Conduct and specified harassment Policies and Procedures for further information.

VI. ACCOMMODATIONS FOR DISABILITIES.

UTSW and the Hospital shall comply with all applicable provisions of the Americans with Disabilities Act, as amended. The Resident may contact UTSW's Office of Diversity, Inclusion & Equal Opportunity for additional information regarding the UTSW's policies regarding accommodations for disabilities.

VII. ASSIGNMENT.

The duties imposed upon UTSW in this Agreement may be assigned by written agreement among UTSW, the Hospital and Program.

VIII. TERMINATION.

A. TERMINATION BY UTSW

1. The Resident enters into this Agreement with the understanding that he/she will serve the entire Term, unless this Agreement is terminated by UTSW in accordance with UTSW's GME Academic Improvement and Corrective Action policy.
2. UTSW reserves the right to terminate this Agreement for cause, as outlined in UTSW's GME Academic Improvement and Corrective Action policy. If UTSW terminates the Resident from the Program, this Agreement shall terminate immediately.
3. Failure to be granted and maintain a physician-in-training or full medical license by the Texas Medical Board may result in termination of the Resident from the Program and this Agreement at the discretion of the Program Director and the Chair of the Department of Pediatrics at UTSW.

B. TERMINATION BY HOSPITAL.

If the Hospital, with the advice and consent of the Program Director, determines that the Resident is failing to uphold his/her duties under this Agreement or no longer fulfills the requirements to be a member of the House Staff, it may request that UTSW terminate the Resident for cause from the Program.

This Agreement is entered into on this 1 day of July, 2021 (the "Effective Date").

**THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER**

By: _____
Charles M. Ginsburg, M.D.
Vice Provost & Senior Associate
Dean for Education,
UT Southwestern Medical School

Date: _____

By: _____
Stephen X. Skapek, M.D.
Professor and Interim Chairman
Department of Pediatrics

Date: _____

By: _____
Thomas Wang, M.D.
Chair, Department of Internal Medicine

Date: _____

By: _____
Jennifer Walsh, M.D., Program Director

Date: _____

By: _____
David Weigle, PhD, MPH, MEd
Assistant Dean for Graduate Medical
Education
Designated Institution Official

Date: _____

By: **Resident Name**

Resident Signature

Street Address

City and State

Telephone Number

Date: _____