

**DALLAS COUNTY HOSPITAL DISTRICT
d/b/a Parkland Health & Hospital System
RESIDENT EMPLOYMENT AGREEMENT
Academic Year 2020– 2021**

This Employment Agreement ("Agreement") is between Dallas County Hospital District d/b/a Parkland Health & Hospital System ("DCHD" or "Parkland") and, Name of Trainee ("Employee" or "Resident").

The Employee agrees to serve as a Resident at DCHD or at such location specified by The University of Texas Southwestern Medical Center ("UTSW"), under the following terms and conditions:

1. **Training Program:** Program Name Program Year (PY): Supervision Level (Program Year: Refers to the current year of education within a specific program; this designation may or may not correspond to the resident's graduate year level.)
2. **Duration:** Start Date to End Date, unless the Resident takes an approved leave of absence or his/her participation in the above mentioned training program is suspended and/or terminated. In the event of an approved leave of absence, any time beyond the number of days available through the Resident's Paid Time Off (PTO) set out in Section 12 of this Agreement, shall be without pay (except to the extent the leave is covered by workers' compensation), and may be added to the Resident's duration of employment at his/her current PY level with written approval from the individual at UTSW who is responsible for the Resident's training program (the "Program Director"). In the event of suspension, the period of suspension will be without pay. If the Resident is reinstated after the suspension, the length of the suspension period may be added to the Resident's duration of employment at his/her current PY level with written approval from the UTSW Program Director. At all times, the determination of the Resident's PY status will be made by the UTSW training program.
3. **Stipend:** Employee will receive \$ Bi-Weekly Stipend bi-weekly, which annualizes to \$ Annual Salary for the PY year stated in Section 1 above. Such bi-weekly stipend shall be paid on DCHD's regular pay day and is in consideration for performance of duties assigned by DCHD.
4. **Responsibilities of Resident.** A Resident is an individual who is providing health care services to patients during the period the Resident is receiving training in a medical specialty. Resident shall meet the qualifications for resident eligibility as outlined by the Accreditation Council of Graduate Medical Education (ACGME) requirements. Resident agrees to become familiar with and abide by all applicable DCHD and UTSW policies, procedures and rules.

As the position of Resident involves a combination of supervised, progressively more complex and more autonomous patient evaluation, medical and surgical management within the scope of training for Resident in a given specialty and formal educational activities, the academic, clinical and professional competence of the Resident is evaluated on a regular basis by the UTSW training program. The UTSW training program manages and maintains a record of Resident's evaluations, which are confidential to the extent allowed by law.

The position of Resident entails provision of care commensurate with the Resident's level of advancement and competence, while under the supervision of appropriately credentialed and privileged attending faculty. The Resident's educational activities may include without limitation: participation in safe, effective and compassionate patient care; developing an understanding of ethical, socioeconomic, medical and legal issues; applying cost containment measures in the provision of patient care; participation in the educational activities of the training program as appropriate; responsibility for teaching and supervising other residents and students; participation in institutional orientations, education programs and other activities involving the clinical staff; participation in institutional committees and councils to which the Resident is appointed or invited; and such other responsibilities as are assigned from time-to-time. Resident must perform these duties in accordance with the established practices, procedures and policies of DCHD, UTSW, and other institutions to which the Resident is assigned.

The Resident agrees to provide appropriate and conscientious care to his/her patients, to cooperate with patient care, patient safety, quality improvement and safety directives issued by DCHD, and to discharge all duties of a Resident as determined by DCHD.

5. **Living Quarters (Housing).** DCHD does not provide assistance for locating housing, nor does DCHD provide on-campus housing quarters.
6. **Parking.** Parking will be available on campus at the then current parking fee. The fee associated with the parking option selected by the Resident will be deducted from the Resident's bi-weekly paycheck, and Resident hereby authorizes such deduction. Parking fee increases are at the discretion of DCHD. Any such parking fee increase will be communicated to the Resident a minimum of 30 days in advance of such fee increase becoming effective.
7. **Meals.** Residents assigned to DCHD will be credited \$8.00 per assigned 16-hour shift or per overnight in-house call to Resident's meal debit card. No more than a \$160.00 balance may be carried on the meal debit card at any time and no funds will be credited to the meal debit card during any period the balance is \$160.00 or more.
8. **Pagers and ID Badges.** DCHD will issue Resident a pager which will require a one-time refundable deposit of **\$69.00** which will be refunded upon returning such pager in working condition. If the Resident's pager is lost and/or is not in working condition, the Resident will be responsible to pay \$69.00 for a new pager. DCHD will issue Resident an ID badge. If the ID badge is lost or damaged such that it must be replaced, Resident will be responsible to pay its replacement cost. The Resident understands that he/she is required to carry and

maintain the pager for the duration of his/her training and carry and maintain the ID badge while at work.

9. **Uniforms.** Scrub suits are provided by DCHD for Residents working in Operating Rooms, Labor and Delivery, and the Burn Unit.

10. **Conditions for Continued Appointment and/or Reappointment.** Reappointment to the training program is based on evaluation by the UTSW training program faculty and recommendation to DCHD by the UTSW training Program Director. Resident, as a condition of his/her employment, must at all times remain in good academic standing with the UTSW training program. In the event that the Resident is not in good academic standing with the UTSW training program, the Resident's employment with DCHD shall be suspended without pay and/or terminated, effective on the date that the Resident is no longer in good academic standing with the UTSW training program. In the event of a suspension, such suspension shall remain in effect until such time as the Resident regains his/her good academic standing with his/her UTSW training program, or until the Resident is terminated from the training program. Suspension and/or termination from the training program is governed by UTSW's Graduate Medical Education policy and procedures.

11. **Conditions of Employment.**
 - **Graduate of accredited medical/osteopathic school.** Resident must provide proof of graduation acceptable to DCHD.

 - **Ability to lawfully work in the United States.** Resident must provide information and documents sufficient for proper completion of a Form I-9 or successor form.

 - **Licensure/Permits.** Resident must have either a Texas Medical License or a Texas Physician-In-Training Permit. The Resident is responsible for obtaining a Texas Medical License or a Texas Physician-In-Training Permit and covering the required fee set by the Texas Medical Board. The Resident must submit his/her license or permit to DCHD. The Resident agrees that he/she will at all times maintain his/her license/permit in accordance with the laws and regulations of the State of Texas. DCHD does not cover any costs associated with obtaining a license or permit. The Resident who has or obtains a Texas Medical License through the Texas Medical Board is required to obtain a Drug Enforcement Administration (DEA) license. DCHD does not cover costs associated with obtaining a DEA license nor does it exempt Residents from paying the required fee. The Resident's employment with DCHD is subject to immediate termination if these requirements are not met and maintained.

Resident will not be allowed to begin work, and thus will not receive pay, until his/her Texas Physician-In-Training Permit and/or Texas Medical License has been received by the DCHD Graduate Medical Education Office. A Resident not receiving his/her Texas Physician-In-Training Permit or Texas Medical License by the fifth day after his/her expected date of hire will be terminated from the DCHD payroll and rehired

effective upon the date on which the Resident receives his/her Texas Physician-In-Training Permit or Texas Medical License.

Resident is responsible for immediately notifying the DCHD Graduate Medical Education Office regarding any change in his/her Texas Medical License or Texas Physician-In-Training Permit, including any suspension, restriction, limitation or termination of the license or permit.

- **Prescription Pads.** Residents holding a Texas Medical License to use Schedule II prescription pads for certain drugs must comply with all applicable rules related to use of the pads and lawful prescribing practices. Failure to comply with applicable rules may result in sanctions by the Texas Department of Public Safety and/or the Texas Medical Board. DCHD will not reimburse the Resident for the cost of acquiring the necessary prescription pads.
- **Health Status.** Employee must be considered fit for duty at all times, either with or without reasonable accommodation as required by the Americans with Disabilities Act and DCHD policies and procedures, while performing duties as a Resident.
- **Physician Impairment.** A Resident suspected of impairment due to alcohol, drugs, psychiatric or physical disorders that prevent them from safely and effectively carrying out the Resident's duties shall be referred to the Committee on Practitioner Peer Review and Assistance ("COPPPRA") and must comply with all COPPPRA requirements
- **Immunizations.** The Resident agrees to secure immunizations for measles, diphtheria, tetanus, mumps, rubella, and hepatitis B, and submit to tuberculosis tests as directed by DCHD. In the event the Resident tests positive for tuberculosis, Resident agrees to abide by the requirements of Occupational Health to be cleared to return to work. Resident will keep such immunizations current during the term of this Agreement and provide written documentation of immunization as requested by DCHD. DCHD reserves the right to require additional immunization and/or vaccines as deemed necessary by DCHD. Resident must comply with all immunization and vaccine requirements and health screenings set forth by DCHD, subject to exemption or reasonable accommodation, if approved through DCHD's applicable policies and procedures. Immunizations must be current and up to date while employed at DCHD. Arrangements for immunizations and testing shall be the sole responsibility of the Resident. The DCHD Department of Graduate Medical Education must receive the required Occupational Health clearance for Resident prior to Resident's first day of duty.
- **Mandatory Training.** The Resident agrees to complete all DCHD mandatory training within the time-frame specified by DCHD.
- **Drug Screening.** After notification from UTSW that an offer has been extended to Resident, DCHD requires Resident to provide proof of a negative 10-panel urine drug

screen collected no more than two (2) weeks prior to the Resident's employment start date. The urine drug screen must be conducted at a DCHD approved collection site. The DCHD Department of Graduate Medical Education must receive required drug screening clearance prior to Resident's first day of duty.

- **Background Check.** After notification from UTSW that an offer has been extended to Resident, Resident will be required to complete and sign the Fair Credit Reporting Act Authorization Form and undergo a criminal background check prior to his/her employment start date. A Resident who refuses to complete, sign and submit the form will be removed from further consideration for employment at DCHD. The DCHD Department of Graduate Medical Education must receive criminal background check results prior to Resident's first day of duty. If the security background check identifies an adverse action in the Resident's record, the Director of the Graduate Medical Education office will contact the appropriate DCHD officials, and the UTSW Designated Institutional Official to make a determination of employability of the Resident. Each adverse action will be reviewed with consideration of the following factors, and in compliance with the Fair Credit Reporting Act (FCRA), and other applicable law:
 - a. Specific duties of the position;
 - b. Number of offenses;
 - c. Nature of each offense;
 - d. Length of time intervening between the offense and the employment decision;
 - e. Employment history;
 - f. Efforts at rehabilitation; and
 - g. Accuracy of the information that the individual provided on the employment application.

12. **Benefits.** Resident is eligible for benefits described in this Employment Agreement. A detailed summary of such benefits will be made available to Resident.

- **Malpractice Insurance.** DCHD does not provide malpractice insurance. However, as a political subdivision of the State of Texas, DCHD may pay claims in accordance with the Texas Tort Claims Act up to \$100,000 per person and \$300,000 per occurrence. Coverage only applies to activity that occurs while in the course and scope of employment, performing only those tasks assigned by the appropriate officers of DCHD. Coverage does not include intentional acts or gross negligence. The Resident should consult with UTSW regarding professional liability coverage when the Resident is on rotation at institutions other than DCHD.
- **Employee Health Plan.** A group Employee Health Plan is provided at some cost to employees with the balance of the cost paid by DCHD as set out in the then current DCHD benefits summary. Enrollment of the Resident's spouse and/or eligible dependents in the group plan is available at the Resident's expense. Resident is cautioned that he/she may be required to verify eligibility of the spouse/dependents by providing requested documentation, and failure to do so by the designated deadline

may result in claimed spouse/dependents being removed from coverage under the Plan. Benefits payable under the Employee Health Plan are subject to eligibility and other requirements stated in the health plan documents, and as they may be amended or changed by DCHD from time to time.

- **Disability Benefits.** The Resident is covered by the DCHD Disability Plan subject to the terms and conditions of the plan as amended from time to time, a summary of which will be made available to Resident.
- **Paid Time Off (PTO).** Resident will be provided with twenty-five (25) days of preloaded PTO that can be used for vacation time, holidays, illnesses (both their own and their family members), attendance at professional meetings and seminars, board and licensure exams, interview days, jury duty, military reserve duty, bereavement, and any other circumstance approved by the Program Director, during each academic year. PTO must be authorized and approved by the Resident's Program Director or his/her designee, and is subject to the requirements of the UTSW Graduate Medical Education Paid Time Off Utilization Policy. PTO does not accumulate from year to year, and unused days are not available for cash out. Additionally, should the Resident seek leave beyond the PTO days authorized in this Agreement, and the Resident's Program Director authorizes such additional leave, then the additional leave beyond the PTO authorized in this Agreement will be unpaid, and subject to the relevant provisions in Section 2 of this Agreement.

Residents who meet the eligibility requirements may also be entitled to job-protected leave under the Family and Medical Leave Act (FMLA). Additional information and procedures involving FMLA are available in DCHD's applicable human resource and benefits procedures.

- **Holidays.** Parkland is a 24-hour/7 day a week institution. Residents do **not** have additional holiday days outside of their PTO allocation stated above, and must use a PTO day if they are requesting and approved to be off on a holiday.
- **Board Eligibility.** The ACGME requires information regarding eligibility for certification by the relevant certifying board(s) be made available to Resident. Certifying boards vary in their requirements regarding the effect of a leave of absence taken during the Resident's training, regardless of the reason, on his/her eligibility and the timing for board certification. Therefore, each Resident shall access the specific relevant information from his/her certifying boards through the UTSW Intranet by entering:
http://www8.utsouthwestern.edu:8080/utsw/cit_192819/52/9/517494Impact_of_Leave_on_Board_Eligibility.pdf
- **Employee Assistant Program (EAP).** Resident may access counseling services through the DCHD Employee Assistance Program as outlined in the then current benefits summary, which will be made available to Resident.

- **Social Security.** DCHD does not participate in the Retirement/Disability portion of Social Security. Resident will participate in DCHD's Retirement Income Plan (DCHD's Social Security replacement plan) as well as in the Medicare portion of Social Security, unless the Resident is otherwise excluded from eligibility for such participation. The Resident's stipend will be subject to deductions for the Retirement Income Plan and the Medicare tax unless the Resident is not eligible for participation.
13. **Duty Hours.** Resident's duty hours will be scheduled in accordance with the UTSW training program duty hour's policy and procedures.
 14. **Discrimination, Harassment and Retaliation.** DCHD has a policy to provide equal employment opportunity for all without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender (including gender identity and gender expression), genetic information, national origin, age (40 and over), veteran status, marital status, political belief, or disability, and prohibits unlawful discrimination, harassment, and retaliation. DCHD further has a policy to provide reasonable accommodation for qualified individuals with disabilities, provided such accommodation does not impose an undue hardship on DCHD or pose a direct threat to the health and safety of the Resident or others, including patients, visitors, and other employees.
 15. **Outside Employment and/or Professional Activities.** Resident agrees to follow DCHD and UTSW policies regarding outside employment and/or professional activities. In addition, any participation in a private or outside medical or dental practice must have the approval of the UTSW Training Program Director. Outside employment and/or professional activities will not be allowed to interfere with the obligations of the Resident to DCHD. In addition, the Resident must, at all times be rested and alert while performing his/her duties.
 16. **Reporting of Illness or Injury.** Resident must immediately report any illness or injury related to Resident's employment to DCHD's Occupational Health. Absences necessitated due to such illnesses or injuries will be addressed in accordance with DCHD policy.
 17. **Health Information Management.** The Resident agrees to complete all training required to maintain competence with the electronic medical record system used by DCHD or any other institution to which the Resident may be assigned. Resident agrees to maintain his/her EPIC In Basket up-to-date as well as ensuring that the In Basket is properly emptied prior to leaving and/or graduating from the residency and/or fellowship program.
 18. **Certificate.** If the Resident fulfills his/her obligations and discharges his/her duties to the satisfaction of DCHD, DCHD will issue a certificate signed by the DCHD Chair of the Board of Managers; Chief Executive Officer; and any other appropriate DCHD official indicating satisfactory performance in the program. DCHD specifically reserves the right to withhold the certificate of recognition until the Resident is in compliance with all rules, regulations and personnel policies, including but not limited to, the payment of any and all money due DCHD, return of pager, ID tags/badges, books, equipment, parking tags/stickers

and supplies/equipment, and completion of all In Basket items and medical records in accordance with the rules and regulations of DCHD and Medical Staff.

Resident is required to complete the DCHD Graduate Medical Education exit process and paperwork before his/her last working day at DCHD. This exit process is to ensure that all appropriate paperwork is completed before the Resident completes his/her training program. The Resident's certificate will be held in the Department of Graduate Medical Education until the exit process has been completed.

19. **Failure to Complete Program.** If the Resident fails to satisfactorily complete all assignments for the duration of his/her training program, including completion of In Basket items in EPIC, he/she forfeits the right to obtain a certificate of recognition from DCHD. Non-completion of the Resident's training program may be reported by the UTSW Program Director to the Texas Medical Board.
20. **Safety.** Resident agrees to abide by DCHD Infection Control, Quality, Performance Improvement, Patient Safety, Risk Management, Corporate Compliance, and Occupational Health Policies and Procedures. Resident agrees to report adverse patient occurrence(s) or outcome(s) in accordance with applicable DCHD policies and procedures.
21. **Reporting.** Resident agrees to comply with Parkland's Code of Conduct and Ethics and report any issues via any of the methods set forth in the Code or on Parkland's intranet <http://intranet.pmh.org/>.
22. **Cooperation with Investigation.** Resident agrees to cooperate fully with DCHD's risk management staff and legal counsel in investigating any claim seeking damages by a third party that may be asserted against the Resident or against DCHD, based upon the conduct of the Resident, other DCHD employees, or the medical staff. In the event the Resident is served with any legal document or receives communication from an attorney regarding an incident arising out of conduct at DCHD, they must immediately report same to the DCHD General Counsel. Because a claim or litigation may be filed after the Resident completes his/her training program, the obligation to report receiving legal papers to the General Counsel, and cooperate in the investigation of any incident underlying a claim or litigation, survives the expiration of this Agreement.
23. **Independence of Decision Making.** To avoid interference with the independence of his/her prescribing and other clinical practices or involvement in purchasing decisions, a Resident must never accept from a DCHD vendor or prospective vendor (*e.g.* drug company, medical device manufacturer or other vendor) any grants, scholarships, subsidies, support, gifts, consulting contracts, continuing medical education, educational or practice related items, travel related expenses, meals, entertainment, recreation, or items for personal benefit (except certain items of nominal value (less than \$50)), and/or items or services not allowed by DCHD policy and procedures, including specifically, the Code of Conduct and Ethics. Gifts of cash or cash equivalents are not permitted.

24. **Conflicts of Interest.** A Resident is responsible for promptly reporting any and all conflicts of interest and must complete the 'Conflict of Interest Disclosure Form' as required by DCHD. All disclosures will be reviewed and if it is determined that a conflict of interest exists, the conflict must be resolved to the degree deemed necessary by the DCHD Compliance Officer. The Resident agrees to read and abide by the provisions of DCHD policies and procedures addressing conflicts of interest, including specifically, the Code of Conduct and Ethics.

25. **Progressive Discipline and Termination.** The Resident is subject to DCHD's Office of Talent Management (OTM) policies and procedures, including OTM Procedure 6000-700 regarding Progressive Discipline, for matters not related to the Resident's academic standing in the training program. DCHD also reserves the right to terminate the agreement of any Resident during the term of this agreement. The following are some examples of misconduct that would be reasons for immediate termination; however, this list is for purposes of illustration, and is not meant to be all-inclusive:

- Possession, manufacturing, dispensing, use or sale of illegal drugs or alcoholic beverages on DCHD property;
- Unauthorized possession of DCHD property or property of a DCHD employee, patient or visitor;
- Harassment, including physical, verbal, and/or sexual, of any individual associated with DCHD;
- Harassment, including physical, verbal and/or sexual of any patient;
- Abuse or neglect of a patient;
- Assault or fighting on DCHD property;
- Possession of firearms, dangerous weapons, or explosives on DCHD property, unless the individual has DCHD written approval for such possession in the performance of his/her job;
- Gross negligence or willful indifference that jeopardizes the life and/or welfare of another individual or produces significant financial loss to DCHD;
- Directing abusive/threatening language or any other acts of disrespect toward a patient, visitor or employee;
- Disclosing information of a confidential nature to unauthorized persons, or any action by an employee that is a breach of professional ethics;
- Falsification of employment application, time and attendance reports, medical records, production reports, or other DCHD records;
- Fraud and/or abuse involving any billing, administrative or regulatory procedures including but not limited to Medicare, Medicaid and other governmental programs as well as private pay and other third party reimbursement programs;
- Failure to report and/or detect suspected fraud and/or abuse involving any billing, administrative or regulatory procedures including but not limited to Medicare, Medicaid and other governmental programs as well as private pay and other third party reimbursement programs;
- Failure to maintain proper or professional decorum in the workplace;
- Performance of illegal acts that may result in criminal prosecution;

- Failure to maintain up-to-date immunizations;
- No longer meeting the Conditions of Employment;
- Failure to comply with mandatory training; and
- Failure to hold a valid Texas Physician-In-Training permit and/or Texas Medical License.

26. **Records.** In addition to records maintained by the UTSW training program, DCHD will maintain an employment record on the Resident.

27. **Entire agreement.** This Agreement supersedes any prior agreements, either oral or in writing, between DCHD and Resident and contains their entire agreement relating to their relationship.

28. **Controlling law.** This Agreement and its interpretation is governed by Texas law. Venue for any action arising out of this Agreement is Dallas County, Texas.

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| _____ | _____ |
| Resident | Executive Vice President & Chief Clinical Officer |
| _____ | _____ |
| Printed Name | Roberto C. de la Cruz, M.D. |
| _____ | _____ |
| Date | Date |

