

DALLAS COUNTY HOSPITAL DISTRICT
d/b/a Parkland Health & Hospital System
RESIDENT EMPLOYMENT AGREEMENT
Academic Year 2015 – 2016

This Employment Agreement ("Agreement") is between Dallas County Hospital District d/b/a Parkland Health & Hospital System ("DCHD" or "Parkland") and, _____ ("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:** _____ **Post-Graduate Year (PGY):** 1
2. **Duration:** _____, 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 and shall be added to the Resident's duration of employment at his/her current PGY level unless written documentation from the individual at UTSW who is responsible for the Resident's training program (the "Program Director") is provided to and agreed upon by DCHD's Director of Graduate Medical Education. In the event of suspension, the period of suspension will be without pay. If the Resident is reinstated after the suspension, then the length of the suspension period shall be added to the Resident's duration of employment at his/her current PGY level.
3. **Stipend:** Employee will receive \$ _____ bi-weekly, which annualizes to \$ _____ for the PGY 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 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 independent 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 programs manage and maintain 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 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; and participation in institutional committees and councils to which the Resident is appointed or invited. 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.** Resident assigned to DCHD shall receive \$8.00 per assigned 16-hour shift or per overnight in-house call. Funds for meals while on duty will be distributed on the Resident's debit meal card. No more than \$160.00 balance may be carried on the meal card at any time.
8. **Pagers.** Resident will be issued an alphanumeric 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 damaged to the point of being inoperable, the Resident will be responsible to pay \$69.00 for a new pager. The Resident understands that he/she is required to carry and maintain an alphanumeric pager for the duration of his/her training.
9. **Uniforms.** Scrub suits are provided by DCHD for Residents working in the Operating Room, 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. Suspension and/or termination under this section is governed by UTSW's Graduate Medical Education policy and procedures.

11. **Conditions of Employment.**

- **Licensure/Permits.** Resident must have either a Texas Medical License or a Texas Physician-In-Training Permit. 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 in accordance with the laws and regulations of the State of Texas. DCHD does not cover costs associated with obtaining a license or 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 who has or obtains a Texas Medical License through the Texas Medical Board is required to obtain a Drug Enforcement Administration (DEA) and Department of Public Safety (DPS) license. 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.

- **Schedule II Prescription Program.** The Texas Department of Public Safety requires Resident's holding a Texas Medical License to use Schedule II prescription pads for certain drugs. Failure to comply with these 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 while performing duties as a Resident.
- **Physician Impairment.** A Resident suspected of impairment due to physical or mental illness or substance abuse shall be referred to the Committee on Practitioner Peer Review and Assistance ("COPPPRA") and Resident must comply with all COPPPRA recommendations.

- **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. 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 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 within the past ten (10) years, the Director of the Graduate Medical Education office will contact the Associate Chief Medical Officer and Senior Vice President, Professional and Academic Affairs, 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:
 - 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 the applicable institution where the Resident rotates for claims arising during assigned rotations at institutions other than DCHD.
- **Group Health Plan.** A group 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. Benefits payable under the group 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 fifteen (15) days of preloaded PTO that can be used for vacation time, holidays, illnesses (both their own and their families) during each academic year. Residents will be provided with an additional ten (10) days of PTO to use at the discretion of the Program Director for special circumstances including: sick leave, attendance at professional meetings and seminars, board and licensure exams, interview days, jury duty, military reserve duty, and bereavement. 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. Should a Parkland clinic be closed during a holiday and a Resident is assigned to that particular clinic and does not come to work in another area of the hospital, then the Resident must use a PTO day. If on that holiday, the Resident was already scheduled to be off as a regular day off, then it is not counted as a PTO day.
 - **Board Eligibility.** The ACGME requires information regarding eligibility for certification by the relevant certifying board(s) be made available to Resident. Because certifying boards vary in their requirements regarding the effect of leave of absence, for any reason, taken during the Resident's training on his/her eligibility and the timing for board certification, 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
 - **Counseling Services.** Resident may access counseling services through the DCHD Employee Assistance Program as outlined in the then current Counseling Services Benefit, a summary of 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 as well as in the Medicare portion of Social Security. The Resident's stipend will be subject to deductions for the Retirement Income Plan and the Medicare tax.
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 identity, 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. **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.

17. **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, Associate Chief Medical Officer and Senior Vice President Professional and Academic Affairs, and President & Chief Executive Officer 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 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.

18. **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 of obtaining a certificate of recognition from DCHD. Non-completion of the Resident's training program will be reported to the Texas Medical Board.
19. **Safety.** Resident agrees to abide by DCHD Infection Control, Quality, Performance Improvement, Patient Safety, Risk Management, and Occupational Health Policies and Procedures. Resident agrees to report adverse patient occurrence(s) or outcome(s) to the DCHD Patient Safety and Risk Management staff.
20. **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 or other DCHD employees. 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.
21. **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 (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 as allowed by DCHD policy and procedures, including specifically, the Code of Conduct and Ethics. Gifts of cash or cash equivalents are not permitted.
22. **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.
23. **Corrective Action and Termination.** The Resident is subject to DCHD's HR policies and procedures, including HR Procedure 6000-700 regarding Corrective Action. DCHD also reserves the right to terminate the agreement of any Resident for cause during the term of this agreement. The following are some examples of misconduct that would be cause 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;
- Failure to comply with mandatory training; and
- Failure to hold a valid Texas Physician-In-Training permit and/or Texas Medical License.

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

Resident

Senior Vice President, Professional and Academic
Affairs and Associate Chief Medical Officer
for Dallas County Hospital District

Printed Name

Esmail Porsa, M.D.

Printed Name

Date

Date