

# GRADUATE MEDICAL EDUCATION RESIDENCY AGREEMENT

## TEXAS HEALTH [INSERT HOSPITAL NAME]

This [Insert Type of Program, i.e. etc.] Graduate Medical Education Residency Agreement (“*Agreement*”) is effective [Date] (“*Effective Date*”) and is by and between Texas Health [Hospital], a Texas non-profit corporation, and Xx, [enter resident credential MD, DO or MBBS] (“*Resident*”). This Agreement applies to the academic year term (“*Term*”) of [Year], 20 through [Year], 20.

**WHEREAS**, Hospital operates an [insert type of program] graduate medical education program (“*Residency Training Program*” or “*Training Program*”) accredited by the American Council of Graduate Medical Education (“*ACGME*”); and

**WHEREAS**, Resident desires to enter into the Training Program which includes fulfilling certain clinical responsibilities, as and when assigned, and Hospital intends to employ Resident within its Training Program.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, Hospital and Resident agree as follows:

1. **Training Program:** [Insert Program Type]
2. **Resident’s Training Program Status and Compensation.** Resident shall be employed full-time by Hospital at the Residency Training Program level of PGY [ ] with compensation of \$ [ ] prorated with the payments in equal installments on a biweekly basis for the Term of this Agreement.
3. **Program Director.** Resident’s supervisor shall be the Program Director for the Residency Training Program (“*Program Director*”).
4. **Resident’s Responsibilities.** Resident agrees:
  - 4.1 To be responsible for ensuring that Resident has met and complied with all requirements by the State of Texas, the Texas Medical Board, the Hospital, the ACGME, and this Agreement, including Section 6 of this Agreement, prior to the start of this Agreement.
  - 4.2 To devote Resident’s full-time and best professional efforts to the participation in the Training Program.
  - 4.3 To fulfill the educational requirements of the Training Program and to use Resident’s best efforts in providing safe, effective, and compassionate patient care as assigned or required by the Program Director.
  - 4.4 To carry out clinical responsibilities as and when assigned, as well as to demonstrate courtesy and respect to the Hospital staff, medical staff and advanced practice professional/allied health staff, and to patients and their families.
  - 4.5 To comply with federal and state laws and regulations, The Joint Commission standards, Texas Health Resources (“*THR*”) and Hospital policies and procedures, including the THR GME policies and procedures, and Training Program policies and procedures (collectively,

“*THR Policies*”), and directives of the Program Director and Program Director’s designee.

It is understood that THR GME policies may be found on the THR GME website at <https://www.texashealth.org/gme/Policies>. For further information, Resident may contact their Program Director.

It is understood that THR Policies may be amended from time to time.

- 4.6 To conduct himself/herself in conformance with applicable laws and THR policies governing Confidential Information. Confidential Information includes information concerning patients, physicians on the medical staff, peer review, quality review, committee records, logon and password information, and information related to operations and internal business affairs of Hospital or THR that is not generally available to the public. Resident may learn of or have access to some or all of this Confidential Information through a THR computer system or through Resident’s interaction in providing services under this Agreement.
- 4.7 To participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director as necessary for the completion of applicable graduation and board eligibility requirements. Attend all required educational conferences, assume responsibility for the teaching and supervision of other residents and medical students and participate in assigned THR, Hospital and medical staff committees.
- 4.8 To develop a personal program of self-study and professional growth with guidance from Hospital’s Training Program teaching staff and the Program Director.
- 4.9 At the time of the expiration of the Agreement or in the event of termination of the Agreement, to return all Hospital property, including but not limited to keys, badge, books, laptops, and any other equipment and to complete all records and settle all professional and financial obligations before Resident’s final paycheck will be issued. Replacement of any items will be at Resident’s expense.

## 5. **Hospital’s Responsibilities.**

- 5.1 Hospital shall be responsible for providing a graduate medical educational experience and Training Program through faculty planning, teaching, supervision, and evaluation of residents consistent with ACGME requirements.
- 5.2 Hospital shall designate a Program Director who will manage the Training Program. The Program Director will supervise and manage the Resident in the appropriate scope of training. The Program Director, taking into consideration training opportunities and patient needs, will decide Resident’s general assignments and responsibilities.
- 5.3 Hospital and the Program Director will supervise and manage Resident’s schedule and education consistent with ACGME requirements, including but not limited to, the distribution of Resident’s assignments and responsibilities.
- 5.4 Hospital agrees to perform administrative functions for the benefit of the Residents. These include arranging for the payment of salaries, administration of benefits available to Residents, and maintaining Resident records.

5.5 Hospital agrees to the following:

- a. Compensation; Benefits. Hospital agrees to pay Resident the compensation rate in Section 2 and provide the benefits summarized in Exhibit A. Such compensation and benefits are subject to change from time to time by Hospital in its sole discretion. Hospital will use its best efforts to notify Resident of any material changes as they occur with respect to such benefits and will provide more detailed information upon request.

Resident understands and agrees that due to the need for brevity and the fact that certain benefits are provided through insurance policies containing detailed descriptions of the benefits and through THR Policies which are subject to change from time to time, Exhibit A shall be construed only as a summary of the various benefits provided.

- b. Hospital will provide Resident with lab coats. (Laundry services are not provided.)
- c. As applicable, Hospital will make available a call room at Hospital. It is understood that Hospital does not provide Resident with living quarters.

5.6 **Professional Liability Insurance.** Hospital will provide or arrange for the provision of professional liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate through the THR insurance program for any claims arising from Resident's acts or omissions in the course and scope of the Residency Training Program at Hospital and at other facilities to which Resident has been specifically assigned by the Program Director. Activities of Resident performed outside the scope of Resident's participation in the Training Program will not be included in this coverage.

Hospital reserves the right to defend, settle and pay any claims arising from Resident's participation in the Training Program at Hospital, including claims regarding activities that took place within the scope of the Resident's training and participation in the Training Program but arise after the Resident has completed training.

6. **Conditions of Employment.**

6.1 **Licensure and Notifications to Hospital.** Resident shall secure and maintain in good standing the following licenses, registrations, and permits (collectively, "**Licensure**"):

- a. Professional Licensure. A valid license to practice medicine in the State of Texas, or a temporary license, or limited license, or a physician-in-training license; or otherwise, to comply with the applicable provisions of Texas law pertaining to Licensure for Resident in effect from time to time.
- b. Other Licensure as applicable and appropriate, including without limitation, applicable work eligibility permit if Resident is not a United States citizen. Employment of Resident and/or performance of this Agreement by a Resident is conditional on such Resident providing proof of eligibility to work in the United States, and in the State of Texas under applicable laws.
- c. Resident's Notification to Hospital of Licensure Status: Resident shall notify the Residency Training Program Coordinator by the 15<sup>th</sup> of June prior to the start of the Term ("**Notification Due Date**"), if not earlier, whether Resident has secured,

and maintained in good standing, the required Licensure.

If Resident has not secured or has not maintained in good standing such Licensure (or Resident is aware that Resident may not be able to secure or maintain in good standing such Licensure) by the Notification Due Date or any time thereafter, then Resident shall immediately notify the Residency Training Program Coordinator in writing.

Resident agrees to provide Hospital with immediate written notification of any disciplinary action, including, but not limited to suspension, revocation, limitation or other restrictions, taken or contemplated for which Resident has received notice from the Texas Medical Board or any other authority.

Resident shall regularly update Residency Training Program Coordinator of Resident's Licensure status.

Upon receipt of such notice, Hospital may, pending the outcome of any Licensure disciplinary proceedings, or at Hospital's option, immediately terminate this Agreement or suspend its obligations hereunder if Resident fails to secure or maintain good standing the required Licensure to perform the services under this Agreement upon the Effective Date or anytime during the Term of this Agreement.

- 6.2 **Immunizations.** Resident agrees to comply with THR Policies relating to immunization and vaccination including without limitation, the policies for COVID, measles, mumps, rubella, Tdap, influenza, and submit to tuberculosis testing.
- 6.3 **Drug/Alcohol Screening.** In accordance with THR Policies, Resident shall be required to undergo a urine drug screen prior to Resident's employment start date.
- 6.4 **Background Check.** In accordance with THR Policies, Resident shall be required to undergo a criminal background check prior to Resident's employment start date.

7. **Term; Termination; Non-Renewal of Agreement.**

- 7.1 Term. The Term of this Agreement shall be for the academic year as stated in the first paragraph of this Agreement.
- 7.2 Termination or Dismissal. If Hospital, with the Program Director's advice and consent, determines that Resident should be dismissed from the Training Program for cause or Resident no longer meets the conditions of employment to be a Resident participating in the Training Program, Hospital may terminate this Agreement immediately. In the event this Agreement terminates prior to the end of the Term of this Agreement, Hospital's only obligation shall be payment for any pro-rated compensation owed to Resident for hours previously worked.
- 7.3 Non-Completion. It is understood that if the Resident leaves the Training Program prior to completion for any reason, he/she may only receive credit for length and level of Residency Training at Hospital that is evaluated as satisfactory, and Hospital is obligated to report Resident's departure from the Training Program to appropriate agencies including the Texas Medical Board.

8. **Evaluation, Dismissal, Reappointment, and Promotion.**

- 8.1 The evaluation of each Resident will be made on a periodic basis and documented in Resident's record. This evaluation will be based upon overall performance, including observation of patient care and medical record documentation as assessed by Training Program teaching staff, peer evaluations, and other methods appropriate to the specialty. If Resident performance is considered unsatisfactory, counseling, and corrective action up to and including termination of this Agreement may be imposed in accordance with THR Policies.
  - 8.2 Appointment, reappointment, and promotion of Resident to a subsequent PGY level shall be based on Resident's fulfillment of the terms of this Agreement, evaluation of Resident, the recommendation of the Clinical Competency Committee, Program Director and in accordance with THR GME policies as may be amended from time to time.
  - 8.3 Applicable THR Policies include the following as may be amended from time to time: *Graduate Medical Education: Supervision, Evaluation, Promotion, Dismissal, Non-Renewal of Contract, Appeal Process and General Grievance.*
9. **Grounds for Corrective Action and/or Dismissal of Resident.** Grounds for corrective action and/or dismissal of Resident and termination of this Agreement include but are not limited to the following:
- 9.1 Failure to comply with THR Policies;
  - 9.2 Failure to comply with the terms and conditions of this Agreement;
  - 9.3 Any purposeful action that jeopardizes the life, safety, and/or welfare of a Hospital patient or other individual or produces significant financial loss to Hospital;
  - 9.4 Disclosure of confidential information of THR and Hospital including failure to maintain the confidentiality, privacy and security of patient records and information as required by law, regulation, and THR Policies including policies and procedures relating to the use and disclosure of protected health information on Hospital patients;
  - 9.5 Falsification of Resident's employment application, time and attendance reports, medical records, or other Hospital records;
  - 9.6 Conduct which violates professional and/or ethical standards, disrupts the operations of the Hospital, its departments, clinics, or disregards the rights or welfare of patients, visitors, Hospital staff, or members of the medical staff;
  - 9.7 Possession, manufacturing, dispensing, use or sale of illegal drugs;
  - 9.8 Possession, dispensing, or use of alcoholic beverages on Hospital property;
  - 9.9 Harassment of a Hospital personnel, medical staff member, or patient (including physical, verbal, and/or sexual harassment);
  - 9.10 Fraud and/or abuse or failure to report fraud and/or abuse involving billing, administrative, or regulatory procedures including but not limited to Medicare, Medicaid, and other governmental programs or private pay programs;

- 9.11 Failure to maintain proper or professional decorum in the workplace;
- 9.12 Failure to comply with mandatory training; and/or
- 9.13 Failure to maintain Licensure as required by law, regulations, and this Agreement.
10. **Clinical and Educational Work Hours.** Resident understands and agrees that the hours of duty will vary with the clinical area to which Resident is assigned from time to time. The Program Director with support of the Hospital shall, however, maintain an environment conducive to Resident's health and well-being and will use its best efforts to limit Resident's assigned duty to the customary and usual schedule for Residents in the service to which Resident shall be assigned. Hospital shall comply with the applicable ACGME requirements and THR Policies.
11. **Adverse Accreditation; Training Program Closure or Reduction.** Pursuant to ACGME requirements, Hospital will inform Resident of any adverse accreditation action taken by the ACGME in connection with the Training Program within a reasonable period of time after the action is taken.
- Should Hospital begin the process of closing the Training Program for accreditation reasons, or for any other reasons, Hospital shall use reasonable efforts to inform Resident of such planned action at as early a date as possible. In case of closure of the Training Program or in the case of the closure, sale, or transfer of the Hospital, Hospital will use reasonable efforts to accommodate Resident in the manner other similarly situated individuals at Hospital affected by the closing are treated. In case of closure of the Training Program, Hospital will provide for the proper disposition of residency education records, including appropriate notification to Resident's Licensure and specialty boards.
12. **Moonlighting.** If allowed by Training Program, any Moonlighting activity, must have prior written approval from Program Director based on the THR Policies. Any hours in Moonlighting will not be paid through this contract. Any hours of Moonlighting must be reported to Resident's Program Director and must be counted toward the 80-hour per week, averaged over a four-week period.
13. **Board Eligibility and Leave of Absence.** It is the responsibility of the Program Director and Resident to be in compliance with the Program requirements concerning the effect of leaves of absence on satisfying the criteria for completion of the Training Program and assuring eligibility for certification by the relevant certifying Board. Prior to granting leave, specific Board requirements should be reviewed by the Program Director and Resident to assure that the Resident is familiar with the possibility of having to make up time extending training. If extended leave results in the requirement for additional training in order to satisfy Medical Board requirements, financial support for the additional training time must be determined and arrangements made for the leave and additional training.
14. **Miscellaneous.**
- 14.1 **Applicable Law; Venue.** This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for any legal proceedings arising under this Agreement or any legal proceeding to enforce or interpret this Agreement shall be in Tarrant County, Texas.
- 14.2 **Waiver.** No waiver by Resident or Hospital of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance

thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or effect the exercise of any other right or remedy provided herein.

- 14.3 **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 14.4 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements. Any amendments to the Agreement must be in writing and executed by the parties hereto.
- 14.5 **Nondiscrimination.** Hospital agrees not to discriminate against any of its employees or applicants for employment because of age, race, color, gender, gender identity, religion, sexual orientation, disability, veteran status, marital status, genetic information, national origin, or any other characteristic protected by applicable laws.

Having read and understood this entire Agreement and all exhibits hereto, and fully intending to be legally bound thereby, Hospital and Resident do hereby execute this Agreement.

**TEXAS HEALTH** \_\_\_\_\_

**RESIDENT**

\_\_\_\_\_  
[Name/Title (Hospital President)]

\_\_\_\_\_  
Xx, [Resident credential, MD, DO or MBBS].

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledged:**

\_\_\_\_\_  
[Name]

Program Director, [Type of Program]

Date: \_\_\_\_\_

## EXHIBIT A

### GENERAL SUMMARY OF BENEFITS

1. **Parking.** Parking space is provided to Resident. Resident must coordinate with the Training Program Coordinator and Hospital Security Department to obtain proper permits to the assigned parking areas.
2. **PTO (“Paid Time Off”).** For each Post-Graduate Year of training, Resident will have available twenty (20) weekdays (Monday – Friday) defined as four weeks with contiguous weekends not to exceed a total of twenty-eight (28) days. PTO may not be taken in more than six (6) segments during each academic year Term or as approved by each Program Director or their designee.

PTO is available for any reason except for days off resulting from a work-related injury or illness or short-term or long-term disability, to which certain THR policies apply. Examples of PTO include vacation, non-work-related illness, illness of a dependent, bereavement, maternity/paternity leave, holiday, and job/fellowship interviews. Unused PTO for each PGY level of training year will be forfeited, not rolled over or paid out.

It is understood that the Resident is not eligible for the THR PTO program and instead will be provided with PTO as provided above. Residents are not eligible for separation pay.

3. **Continuing Education.** Time may be allowed for continuing education at an approved education program or seminar based on the authorization of the Program Director.
4. **Leave of Absence.** Resident is entitled to all leaves of absences as allowed by this Agreement and THR Policies. Resident should be aware that any leaves within the duration of the Training Program may result in extension of the length of residency required to meet training requirements. Resident shall notify the Program Director, Program Coordinator, and Chief Medical Resident, if applicable, as soon as possible to allow for as much lead time prior to the leave of absence as possible.

Per ACGME requirements, Resident can apply for up to six (6) weeks of 100% paid time once during their training program for approved medical, parental and caregiver leaves of absence. These leaves will only be granted if the Resident has a qualifying reason under applicable state and federal law. The first three (3) weeks of this approved time will be taken as PTO and deducted from the PTO total allocation for that Post-Graduate Year level. ACGME requires that one (1) week of PTO be reserved for other use during the same Post-Graduate Year level. One (1) week is defined as five (5) weekdays, Monday – Friday and will be reserved for use after the approved qualified leave. If the Resident does not have three (3) weeks of PTO available at the time of the taking the approved qualified leave, any remaining PTO will be deducted to bring the Resident total remaining PTO available, after the approved qualified leave, to one (1) week defined as five (5) weekdays, Monday – Friday.

5. **Insurance.** THR will provide medical, dental, long-term disability, life and AD&D insurance and a discount vision program at no cost to the Resident or Resident’s dependents. The medical, dental and vision coverage for Resident and dependents will begin on the first of the month coincident with or following the date of hire. If medical, dental or vision coverage is needed before this date, the Resident may purchase short term coverage through THR. Information regarding this insurance can be obtained from THR. The long-term disability insurance is effective on the first date of employment.



THR provides additional life insurance up to \$50,000 and AD&D coverage, to begin on the first of the pay period following 30 days of employment. At an additional cost, the Resident may purchase: (1) alternative medical, dental, and vision insurance, (2) pet insurance, (3) additional life insurance, (4) additional AD&D insurance, and (5) accident, critical illness hospital indemnity coverage insurance. The Resident may participate in the flexible spending accounts and make own contributions to the medical and/or dependent care spending accounts. Residents must enroll in coverage within the prescribed time.

6. **THR 401(k) Retirement Plan.** The Hospital makes available a 401(k) plan. The Resident may defer up to maximum amount allowed by law each year. After six months of service, the Hospital will make a contribution based on Resident's deferrals up to 6% of Resident's deferrals if Resident defers at least two percent (2%). The amount of the contribution depends on years of service. The match vests over five (5) years. More information will be provided during orientation. (If there is a conflict between this provision and the plan document, the plan document controls.)
7. **Counseling Services.** Counseling, medical, psychological and other support services are provided through the THR Employee Assistance Program (EAP). Access to the HeadSpace app is also available. Support services for Resident impairment, including support for substance abuse problems, is provided to the extent available under the above referenced medical insurance, sick leave, leave of absence, and trainee health and well-being policies. The EAP can be accessed through <http://www2.texashealth.org/eap/> or by calling 1-877-698-4754, option 4, prompt 4.