

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
GRADUATE MEDICAL EDUCATION PROGRAM AGREEMENT
2006-2007**

This offer and Graduate Medical Education Program Agreement (“AGREEMENT”) is between TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER (“TTUHSC”), _____ campus, and _____. The TTUHSC School of Medicine, Department of _____, hereby offers a residency training position as a PGY _____. Accepting this offer by signing this document constitutes a fully executed AGREEMENT.

CONDITIONS AND AGREEMENTS

1. This AGREEMENT is entered into _____, by and between TTUHSC and _____ (“RESIDENT”), (collectively referred to as “PARTIES”), the term of which will expire in one year, i.e., _____.
2. RESIDENT shall receive an annual salary of \$ _____ for the term of this AGREEMENT.
3. In consideration of the promises and mutual covenants and agreements contained herein, the PARTIES agree as follows:
 - 3.1 This appointment is conditional upon timely and successful completion of all requirements of the Texas Medical Board (“TMB”) to obtain a postgraduate resident permit or medical license, as applicable, and of any requirements specified by the applicable department *prior to* assuming duties at TTUHSC as indicated by the start date of the term of this appointment. Failure to satisfy all requirements prior to the indicated start date will either necessitate a change in the start date of the term of appointment and delay the commencement of salary and benefits or prevent RESIDENT from being appointed. Each RESIDENT has an affirmative duty to immediately disclose any information to the Residency Program Director that has, in the past, or that could presently affect eligibility for a postgraduate resident permit or medical license from TMB *prior to* the beginning of the residency program. Such information may include, but is not limited to, loss or limitation of license; inability to pursue training or provide patient care including, but not limited to, inability to secure necessary visa clearance, as applicable; or, any incident involving moral turpitude of the RESIDENT. If at some time subsequent to beginning a residency or fellowship program, it is learned that qualifications including, but not limited to the RESIDENT’S medical school education curriculum have not been met, TTUHSC will deem this AGREEMENT null and void. In the event the RESIDENT, for whatever reason, is unable to meet the requirements for practicing medicine at any of the affiliated hospitals or other participating institutions, this AGREEMENT shall likewise be deemed null and void.
 - 3.2 RESIDENT shall abide by the rules and regulations of TTUHSC and the applicable Medical Staff Bylaws, policies, and procedures of the affiliated hospital(s) to which he/she is assigned. RESIDENT shall participate in all activities and shall perform all services required as a RESIDENT in the Residency Program. RESIDENT shall conduct himself/herself as a member of the professional team, and personal appearance and hygiene should always be appropriate to the circumstances.
 - 3.3 RESIDENT shall adhere to the American Medical Association Principles of Medical Ethics (copy attached), which is incorporated herein by reference.
 - 3.4 The schedule of assignments of a RESIDENT is controlled by the Program Director of the department appointing the RESIDENT and is subject to approval of the Departmental Chair, where applicable, and the Regional Dean.

3.5 Professional liability insurance will be provided through the TTUHSC Plan for Medical Malpractice Self-Insurance at no cost to the RESIDENT. This insurance will cover each RESIDENT performing those duties assigned during the RESIDENT'S training program at TTUHSC. Such coverage will be valid at the affiliated hospitals and other participating institutions to which the RESIDENT is assigned. This insurance does NOT cover any professional activities, i.e., "moonlighting," other than those assigned by the training program or institution.

3.6 TTUHSC agrees to provide a training experience that meets the standards as set forth in the "Program Requirements" and approved by the Accreditation Council for Graduate Medical Education ("ACGME"). The RESIDENT agrees to provide uninterrupted service to TTUHSC to the best of his/her ability.

4. No benefits accrue to the RESIDENT other than those specified or referred to in this AGREEMENT, including, but not limited to, the House Staff Policies and Procedures ("Policies and Procedures").

5. Due to heavy patient responsibilities, a RESIDENT who is in the first year of training at TTUHSC is expected to and should devote full time to his/her educational and training program.

6. RESIDENT shall participate fully in the educational activities of his/her program and institution and, as required, assume responsibility for teaching and supervising other residents and medical students.

7. RESIDENT acknowledges he/she is able to perform the essential functions of a physician in training and will immediately, and in no event later than 48 hours, notify his/her Program Director and Department Chair of any condition or event, including substance abuse; disability; physical, emotional, mental impairment, temporary or permanent, of any kind, which might in any way and in the judgment of TTUHSC compromise or affect training, patient care or safety to self or others.

8. In the event any provisions of this AGREEMENT are held invalid, the remainder of this AGREEMENT shall not be affected by such invalidity.

9. RESIDENT agrees to release educational and training information to TTUHSC by executing the Authorization for Release of Educational Information, attached hereto.

10. RESIDENT agrees to comply with the terms and conditions of this AGREEMENT, which include the current TTUHSC GME House Staff Policies and Procedures, and further acknowledges being advised the GME House Staff Policies and Procedures are accessible on the TTUHSC GME website at <http://www.ttuhs.edu/som/gme>. The TTUHSC GME House Staff Policies and Procedures should be carefully reviewed at this site.

11. This AGREEMENT shall not be considered binding until approved and signed by all parties, nor shall RESIDENT receive any portion of his/her salary until such signatures have been obtained.

RESIDENT

Date

PROGRAM DIRECTOR

Date

REGIONAL DEAN

Date

DEAN

Date