

Texas Tech University Health Sciences Center
GRADUATE MEDICAL EDUCATION PROGRAM AGREEMENT
2018-2019

This AGREEMENT is between TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER (TTUHSC), a public institution of higher education in the State of Texas, and **XYZ, MD** (Resident/Fellow). Both TTUHSC and Resident/Fellow are also referred to herein as "Party" or collectively as "Parties."

WHEREAS, the Resident/Fellow meets the Resident/Fellow eligibility qualifications established by the Accreditation Council on Graduate Medical Education (ACGME) or applicable accrediting body and TTUHSC;

WHEREAS, TTUHSC has offered and the Resident/Fellow has accepted an appointment in the applicable TTUHSC training program, which has been accredited by ACGME or applicable accrediting body; and

WHEREAS, TTUHSC is willing to train and employ the Resident/Fellow provided that the Resident/Fellow remains in good standing in the training program and otherwise complies with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

TERMS and CONDITIONS

1. **Appointment**. Subject to the terms and conditions set forth in this Agreement, Resident/Fellow hereby accepts appointment as a Resident/Fellow in the TTUHSC Department of **XYZ** at the Program Graduate Year (PGY) **4** level.
2. **Term**. This Agreement is for a 12-month period beginning on **XYZ** and ending on **XYZ**. In the event of an approved leave of absence, any time beyond the number of days available through the training program's vacation time/sick leave shall be without pay and shall be added to the duration of training at his/her current PGY level.
3. **Salary**. Resident/Fellow shall receive an annual salary of **\$XYZ.00** for the term of this Agreement, to be paid monthly. Payment will be inclusive from the first day to the last day of the current month. Salary payments shall be subject to federal withholding taxes and any other applicable taxes. Resident/Fellow acknowledges that the compensation amounts stipulated are subject to change on an annual basis at the sole discretion of TTUHSC. In the event Resident's/Fellow's salary is increased as approved by the TTUHSC Graduate Medical Education Committee (GMEC) and authorized by the institution's funding sources, such increase will take place at the start of the next academic cycle, for example July 1st of each year (or the anniversary of Resident's/Fellow's start date if the Resident/Fellow is off-cycle).
4. **Consideration/Conditions**. In consideration of the promises and mutual covenants and agreements contained herein, the Parties agree to the conditions listed below. These conditions, and any and all additional requirements specified by TTUHSC or the applicable department must be met ***prior to*** assuming duties at TTUHSC, but ***no later than*** the beginning date of the term of this appointment. Failure to satisfy any or all requirements prior to the indicated start date will either: (1) prevent Resident/Fellow from being appointed, i.e., result in Resident's/Fellow's training Agreement being deemed **null and void**; or, (2) upon approval of the Program Director and Designated Institutional Official, may necessitate a **change in the start date** of the term of appointment, thus delaying the commencement of salary and benefits. Resident/Fellow will not be allowed to begin work nor receive pay or benefits until his/her PIT or Texas medical license has been received by the GME office. If at some time subsequent to beginning a residency or fellowship program it is learned that qualifications have not been met including, but not limited to, completion of Resident's/Fellow's medical school education curriculum, TTUHSC will deem this Agreement **null and void**. In the event Resident/Fellow, 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**.

These conditions are as follows:

- 4.1 *Licensure/Permits/Credentialing*. Resident/Fellow is responsible for obtaining a Texas medical license or a Texas Physician-in-Training (PIT) permit and paying the required fee set by the Texas Medical Board (TMB). This Agreement is **CONDITIONAL** upon the timely and successful completion of all requirements of the TMB to obtain a postgraduate PIT, or medical license, where applicable. Resident/Fellow will not be allowed to begin work nor receive pay or benefits until his/her PIT or Medical License has been received by the TTUHSC Graduate Medical Education (GME) Office. Resident/Fellow must also provide appropriate and sufficient documentation of eligibility for employment in the United States, and valid ECFMG certificate, if applicable. Resident/Fellow must fulfill credentialing and pre-employment/pre-placement requirements of TTUHSC and other participating hospitals/institutions, if applicable.
- 4.2 *Criminal Background Check*. Resident/Fellow will be required to undergo, and satisfactorily complete, a criminal background check that establishes he/she is eligible for clinical training in accordance with TTUHSC Operating Policy (OP) 10.20, "Criminal Background Checks for Students, Residents, and Trainees" prior to beginning training.
- 4.3 *Duty to Disclose*. Resident/Fellow has an affirmative duty and agrees to disclose to the Program Director immediately, i.e., no later than 48 hours of learning such fact, any information, current or past, that could affect eligibility for, or status regarding, a Texas postgraduate PIT permit or medical license, if applicable, **prior to** beginning the residency program. In the event information is learned during the course of a residency or fellowship which could affect a PIT permit or license, Resident/Fellow must inform the Program Director immediately, i.e., no later than 48 hours. Such information may include, but is not limited to, loss or limitation of license, inability to pursue training or provide patient care, inability to secure necessary Visa clearance, conflict of interest, arrest, or charge or conviction of a crime, indictment, imprisonment, placement on probation, or deferred adjudication, or any incident involving moral turpitude of Resident/Fellow.
- 4.4 *Policies and Bylaws*. Resident/Fellow shall abide by the policies, 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/Fellow shall participate in all educational and training activities and shall perform all services required as a Resident/Fellow. Resident/Fellow shall conduct himself/herself as a member of the professional team. Personal appearance and hygiene should always be appropriate to the circumstances.
- 4.5 *Ethics*. Resident/Fellow shall adhere to the American Medical Association's "Principles of Medical Ethics", which is incorporated herein by reference: <http://www.ama-assn.org/ama/pub/physician-resources/medical-ethics/code-medical-ethics.page>.
- 4.6 *Duty Hours*. Resident/Fellow is expected to accurately and honestly log duty hours and report any non-compliance to the Program Director and Institutional GME Office.
5. *Essential Functions of Job*. Resident/Fellow 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, but not limited to, substance abuse, disability, or 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.
6. *Training Experience*. TTUHSC will provide a training experience that, when satisfactorily completed, meets the standards as set forth in the "Program Requirements" approved by the Accreditation Council for Graduate Medical Education. Resident/Fellow agrees to provide uninterrupted service to TTUHSC to the best of his/her ability. The ultimate goal of GME training at TTUHSC is to graduate competent physicians, eligible for licensure in the State of Texas and qualified to sit for specialty specific ABMS examinations.

7. **Assignments.** The assignment schedule of Resident/Fellow is dictated by the Program Director of each respective department and is subject to approval by the Chair and/or Regional Dean, where applicable.
8. **Liability Insurance.** Professional liability insurance is provided through the TTUHSC Medical Malpractice Self-Insurance Plan, at no cost to Resident/Fellow while performing assigned duties during Resident's/Fellow's training program at TTUHSC. Such coverage is valid at affiliated hospitals and other participating institutions to which Resident/Fellow is assigned. Professional liability insurance does NOT cover any outside professional activities, i.e., "moonlighting."
9. **Moonlighting.** In accordance with the Accreditation Council for Graduate Medical Education policy, Residents/Fellows in the first year of training at TTUHSC shall devote his/her *full time* to the educational and training program. In subsequent years of training, Resident/Fellow is expected to follow Institutional and Program moonlighting policies and obtain approval in writing in advance of any outside remunerative activities.
10. **Benefits.** No benefits accrue to Resident/Fellow other than those specified or referred to in this Agreement including, but not limited to, those contained in the TTUHSC GME House Staff Policies and Procedures. Resident/Fellow acknowledges that benefits are subject to change during the term of this Agreement.
11. **Educational Activities.** Resident/Fellow shall participate fully in the educational and training activities of his/her program and institution and assume responsibility for teaching and supervising other Residents/Fellows and medical students, as required.
12. **Reappointment and Promotion.** Reappointment and promotion decisions are made on a yearly basis by the TTUHSC GME Program's Clinical Competency Committee, under the direction of the GME Program Director. Notice will be provided to the Resident/Fellow no later than four (4) months prior to the ending date of the current agreement; however, if the primary reason(s) for Non-Reappointment/Non-Promotion occur(s) within the four (4) months prior to the ending date of the current agreement, the Resident/Fellow will be given as much notice as the circumstances reasonably allow prior to the end of the agreement period. If Resident/Fellow fails to perform satisfactorily or to progress during his or her training program, he/she may be subject to disciplinary action, including retention at the current level of training under probation, non-reappointment, or dismissal. The decision not to reappoint or promote a Resident/Fellow may be appealed following the protocol specified in the TTUHSC GME House Staff Policies and Procedures.
13. **Certificate of Completion.** If the Resident/Fellow fulfills all training requirements for certification and discharge to the satisfaction of the Program Director, TTUHSC will issue a certificate of completion. However, TTUHSC reserves the right to withhold the certificate of completion until Resident/Fellow is in compliance with all rules, regulations, personnel policies, payment of any and all money due, and completion of all medical records.
14. **Severability.** In the event any provision of this Agreement is held illegal, invalid, or void by a court of competent jurisdiction under any applicable law, it shall be severable, the remaining provisions of this Agreement shall not be impaired, and this Agreement shall be interpreted as far as possible so as to give effect to its stated purpose.
15. **Governing Law/Venue.** This Agreement shall be interpreted, governed, and construed in all respects under the laws of the State of Texas. Venue shall be in the state or federal courts of Lubbock County, Texas.
16. **Release of Information.** Resident/Fellow agrees to release educational and training information to TTUHSC by executing the "Authorization for Release of Educational Information," which is provided in a separate document.
17. **Compliance with Terms and Conditions.** Resident/Fellow agrees to comply with the terms and conditions of this Agreement, which incorporates the current TTUHSC GME House Staff Policies and Procedures, and further acknowledges being advised that the GME House Staff Policies and Procedures are accessible on the TTUHSC GME website at <http://www.ttuhs.edu/som/gme>. Resident/Fellow is responsible for carefully reviewing this

website, referring to the Policy throughout his/her training at TTUHSC, and adhering to the TTUHSC GME House Staff Policies and Procedures.

18. **Amendment.** This Agreement may be amended only by written amendment signed by all Parties.
19. **Termination.** TTUHSC reserves the right to terminate this Agreement, and dismiss Resident/Fellow immediately for cause, upon the occurrence of any of the following events:
 - a. The loss, suspension or probation of Resident's/Fellow's Texas medical license or Texas Physician-in-Training (PIT) permit;
 - b. Failure to maintain valid work authorization to work in the United States through loss of appropriate Visa status or other U.S. Department of Citizenship and Immigration Services work authorization, or failure to demonstrate ECFMG certification or certification from other similar authoritative bodies;
 - c. The conviction of a felony.

The Dean of the School of Medicine has the sole authority to terminate this Agreement for cause.

Resident/Fellow shall have the right to appeal dismissal from the Residency/Fellowship Program as set forth in the House Staff Policies and Procedures.

This Agreement may also be terminated at any time by the mutual consent of both Parties and shall automatically terminate upon the Resident's/Fellow's death.

Other criteria for dismissal is described in the House Staff Policies and Procedures. In the event a Resident/Fellow is dismissed under the House Staff Policies and Procedures, this Agreement shall also terminate.

20. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto, and there are no other agreements, representations or warranties between the Parties other than those set forth herein. No oral statements or prior written materials not specifically incorporated herein shall be of any force or effect. This Agreement supersedes any previous understanding between the Parties, oral or otherwise.
21. **Signature Required.** This Agreement shall be considered binding when signed by all Parties. However, Resident/Fellow shall not receive any portion of his/her salary or other benefits until all requirements, as outlined hereinabove, have been met.

RESIDENT/FELLOW	DATE

PROGRAM DIRECTOR	DATE

DEAN/REGIONAL DEAN	DATE

*For Internal Use Only: XYZ
PIT/Full TX License Expires*

SAMPLE