

**UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
UNIVERSITY HEALTH SYSTEM**

GRADUATE MEDICAL EDUCATION AGREEMENT

This Graduate Medical Education Agreement is entered into by and between **The University of Texas Health Science Center at San Antonio** (hereinafter called “**UTHSCSA**”) and **RESIDENTNAME** (hereinafter called “**Resident**”). Throughout this document the term “**Resident**” will be used to designate trainees (residents or fellows) and “**Residency Program**” will be used to designate the training programs (residency or fellowship).

WITNESSETH

WHEREAS, UTHSCSA, School of Medicine, is the Sponsoring Institution of graduate medical education program (hereinafter called “**GME Program**”) which has been accredited by and meets the standards of an approved training program established by the Accreditation Council on Graduate Medical Education (“**ACGME**”); and

WHEREAS, Resident meets the Resident eligibility qualifications established by the ACGME and UTHSCSA; and

WHEREAS, UTHSCSA has offered and the Resident has accepted a Resident appointment in the GME Program;

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE I - PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions for the Resident’s participation in the UTHSCSA’s GME Program at various participating institution’s facilities.

ARTICLE II - RESIDENCY APPOINTMENT

2.01 Subject to the following:

- (a) verification of Resident’s identity and legal authorization to perform the Resident’s responsibilities outlined in this agreement;
- (b) graduation from medical school and obtaining original medical diploma and final transcript;
- (c) securing a Texas Medical Board license or permit to practice medicine;
- (d) completion of all onboarding documentation;
- (e) completion of all health screening with satisfactory outcomes;
- (f) satisfactory security background check;
- (g) if a graduate of an international medical school, ECFMG certification;
- (h) if a noncitizen, appropriate visa or other documentation; and
- (i) social security number;
- (j) compliance with the requirements set forth in Section 3.01;

UTHSCSA hereby offers and Resident hereby accepts the following residency appointment:

DEPARTMENT/DIVISION: **PGY LEVEL:** **FUNDING:**

2.02 The term of this appointment is a one (1) year period beginning **DATE**

2.03 This appointment may be terminated by the UTHSCSA at any time if Resident fails to comply with Resident's Responsibilities or for failure to progress in medical knowledge or skills as determined by the UTHSCSA's Residency Program Director. Being barred from a participating institution facility may be grounds for termination or non-renewal of this Agreement.

2.04 This Agreement may be terminated in the event of Resident's failure to meet any of the requirements for Participation (regardless of fault) in the Residency Program, non-compliance by Resident with a participating institution's rules, regulations, policies, any applicable law, regulations; or conduct exhibited by Resident detrimental to patient care.

2.06 Certain aspects of the appointment of the Resident to the Residency Program, the terms and conditions of that appointment, and Resident's activities in the Residency Program are governed by the GME policies of UTHSCSA contained in the UTHSCSA GME Policy Manual (the "GME Policy Manual") which is available at www.uthscsa.edu/gme/. The GME Policy Manual includes and specific reference is hereby made to resident responsibilities; duration of appointment; financial support for Resident; conditions for reappointment and promotion to a subsequent PGY level; grievance and due process; professional liability insurance, including a summary of pertinent information regarding coverage; hospital and health insurance benefits for residents and their eligible dependents; disability insurance for residents; policies on leaves of absence including vacation, parental, sick, and other leave(s) for residents; compliance with applicable laws; timely notice of the effect of such leave(s) on the ability of residents to satisfy requirements for program completion; information related to eligibility for specialty board examinations; institutional policies and procedures regarding resident/fellow duty hours and moonlighting. UTHSCSA shall provide access to the GME Policy Manual to the Resident on or before the Effective Date of this Agreement and shall provide the Resident with a copy of any changes or amendments to such graduate medical education policies. The Resident agrees to become familiar with and to be bound by the graduate medical education policies contained in the GME Policy Manual, as well as any other UTHSCSA policies, rules and regulations that relate to activities as a Resident in the Residency Program. The resident whose program permits moonlighting agrees to obtain a prospective, written statement of permission from his/her Program Director, prior to engaging in any moonlighting. The Resident agrees that urine/blood samples can be collected on demand for drug and alcohol screening.

ARTICLE III - RESIDENT'S RESPONSIBILITIES

3.01 The Resident hereby commits to become familiar with and be bounded by the graduate medical education policies contained in the GME Policy Manual, as well as all other UTHSCSA policies, rules and regulations that relate to activities as a Resident in the Residency

Program. The Resident commits to demonstrate an understanding and acceptance of their personal role in the following:

- assurance of the safety and welfare of patients entrusted to their care;
- provision of patient- and family- centered care;
- assurance of their fitness for duty;
- management of their time before, during, and after clinical assignments;
- recognition of impairment, including illness and fatigue, in themselves and in their peers;
- attention to lifelong learning;
- the monitoring of their patient care performance improvement indicators;
- honest and accurate reporting of duty hours, patient outcomes, clinical experience data, and other educational and clinical parameters as requested by the GME program, institution, ACGME, and/or a participating institution; and
- knowledge of the limits of his/her scope of authority, and the circumstances under which he/she is permitted to act with conditional independence.

3.02 The Resident whose program permits moonlighting agrees to obtain a prospective, written statement of permission from his/her Program Director, prior to engaging in any moonlighting, and to include hours spent in moonlighting in his/her overall duty hours documentation. All moonlighting must conform to GME policies as well as to the rules and regulations of the Texas Medical Board and/or Accreditation Council for Graduate Medical Education (ACGME).

3.03 The Resident hereby commits to provide quality medical care commensurate with his/her level of training and to be bounded by all UTHSCSA policies and rules and regulations that relate to his/her activities as a resident.

- (a) For initial entry into the program, the Resident must satisfy the following requirements:
 - (1) compliance with all applicable state and federal laws including requirements for obtaining and maintaining a Physician- in-Training permit (“permit”) and/or license to practice medicine, as well as other rules and regulations of the Texas Medical Board. If Resident’s permit or license is allowed to lapse or is suspended or revoked, this contract will terminate;
 - (2) will provide to any participating institution appropriate and sufficient documentary evidence of the Resident's identity and eligibility for employment in the United States which must be provided to the participating institution within three business days of Resident’s eligibility to participate in the GME Program at the participating institution’s. This Agreement may be terminated for a Resident's failure to maintain Resident’s eligibility for employment in the United States;
 - (3) satisfactory outcome of criminal background investigation as required by UTHSCSA; and
 - (4) presentation of valid ECFMG certificate, if applicable.

- (b) To continue and advance in the program, the Resident must provide quality medical care under the general supervision of the attending teaching staff and must demonstrate:
- (1) participation in safe, effective, and compassionate patient care;
 - (2) an understanding of ethical, socioeconomic, and medical/legal issues that affect graduate medical education and application of cost containment measures in the provision of patient care;
 - (3) participation in the educational activities of the GME Program and, as appropriate, assumption of responsibility for teaching and supervising other Residents and students, and participation in institutional orientation and educational programs and other activities involving the clinical staff;
 - (4) participation in institutional committees and councils to which the Resident is appointed or invited; and
 - (5) performance of duties in accordance with the University Health System Medical-Dental Staff Bylaws, House Staff Manual, UTHSCSA's GME Policy Manual, established participating institution's policies, and those of the GME Program, clinical departments and other institutions to which the Resident is assigned.

3.04 The Resident agrees to honor and abide by the following shared values while training at the HEALTH SYSTEM's facilities:

- Our patients are our focus. Our daily actions and our long-term strategies are based on a patient-centered culture: enhancing the care, health and welfare of the individual and of the community.
- Our care is culturally sensitive to the needs of our growing and diverse population.
- Decisions in medical care and operational processes are data-driven and evidence-based, maximizing quality and value and assuring sustainability.
- We will work in an environment of cooperation and collaboration, with transparency and sharing of all information essential for advancing medical care and services.
- We will align our efforts to accomplish our common mission and achieve our shared vision.
- Together we will become THE trusted expert for outstanding health care, education and research in the region and beyond.

ARTICLE IV - UTHSCSA'S RESPONSIBILITIES

4.01 UTHSCSA will establish and maintain organized educational programs, which provide guidance and supervision of the Resident by appropriate teaching faculty, facilitating the Resident's professional and personal development while ensuring safe and appropriate care for the patients, in accordance with the institutional policies and procedures and those of the ACGME. Through these organized educational programs, UTHSCSA will supervise and control the Resident's activities consistent with this Agreement and in accordance with the standards, guidelines and requirements promulgated by the ACGME.

4.02 UTHSCSA, through the GME Program Director, and in accordance with the policies in the GME Policy Manual, shall evaluate the Resident on a regular basis to assess the Resident's level of advancement, practice privileges, duty hour schedule, and the nature of supervision necessary by attending teaching staff. A confidential record of the Resident's evaluation shall be maintained by the GME Program Director in accordance with ACGME standards and will be available for Resident's review.

4.03 UTHSCSA will inform the Resident if an adverse accreditation action is taken against the UTHSCSA or against his/her program by the ACGME in a reasonable period of time after the action is taken. Should the UTHSCSA begin the process of closing a residency training program for accreditation reasons or for other reasons, the Resident will be informed at as early a date as possible according to the policies in the GME Policy Manual.

4.04 UTHSCSA, through The University of Texas System, is the source for professional medical liability self-insurance coverage for each Resident in the amounts of \$100,000 per claim and \$300,000 aggregate. This is an occurrence-based coverage, and provides legal defense and protection against awards from claims reported or filed after the completion of the training program. This coverage requires compliance with continuing risk management education requirements as stipulated by the University of Texas System. If Resident fails to obtain required risk management education, liability self-insurance is not maintained, and this contract will terminate. Coverage extends to all duly authorized off-campus assignments. Moonlighting is specifically excluded from medical liability self-insurance coverage. Upon becoming aware of an actual or alleged claim, the Resident must notify the UTHSCSA's Program Director.

4.05 In support of the UTHSCSA's GME Program, UTHSCSA will act as paymaster for the program and provides stipends and benefits to Residents enrolled in the UTHSCSA's GME Programs. These benefits, described in Sections 4.06 and 4.07, terminate automatically at the expiration of this Agreement; the resignation of the Resident or termination of the Resident from the UTHSCSA's residency training program.

4.06 UTHSCSA, as paymaster, hereby grants the Resident an annual stipend of _____ (\$____.00) payable in twelve (12) monthly pay periods. The stipend will be subject to all withholding requirements imposed by federal or state law.

4.07 The UTHSCSA agrees to provide the Resident the following benefits:

- | (a) | <u>Paid leave time</u> | <u>First Year</u> | <u>Subsequent Years</u> |
|-----|---|-------------------|-------------------------|
| (1) | Vacation | 10 days | 15 days |
| (2) | Sickness | 10 days | 10 days |
| (3) | Professional, parental and other authorized leave as addressed in the GME Policy Manual and Health System policies. | | |
| (b) | Group life, health, disability and dental insurance at UTHSCSA employee group rates for the Resident and eligible dependents. | | |
| (c) | Workers' compensation coverage (if applicable). | | |
| (d) | Counseling and psychological support services. | | |
| (e) | Motor vehicle parking within designated areas when assigned to a participating institution for rotations. | | |

4.08 All leave requests, including leave in excess of permitted days, must be submitted for the approval of the appropriate Chairperson or Program Director.

4.09 Conditions for Living Quarters, Meals and Laundry:

- (a) In-house living quarters are not available, however, physicians on-call overnight at University Hospital have access to assigned call rooms.
- (b) Meal cards are provided to Residents for overnight call and for call from home. Meal cards are not transferable and may only be used by the Resident to whom they are issued. If meal cards are lost or stolen, a fee will be charged for replacement. Residents who abuse meal card privileges risk the loss of meal cards.
- (c) Laundry service is not available to Residents.

4.10 Questions or concerns regarding UTHSCSA benefits should be referred to UTHSCSA Human Resources, for clarification or resolution.

ARTICLE V - CERTIFICATE OF GRADUATE MEDICAL EDUCATION

6.01 UTHSCSA's approval of a Certificate of Graduate Medical Education for the Resident is conditioned on:

- (a) The recommendation and signature of the program's Chairperson or Program Director;
- (b) Final clearance by the Resident through the UTHSCSA's Professional Staff Services department, the return of the identification badge, keys and all UTHSCSA and/or a participating institution's property, if applicable, as well as, completion and return of all medical records, and
- (c) Final clearance by the Resident through the UTHSCSA program and GME offices, and return of all UTHSCSA property.

ARTICLE VII -GOVERNING LAW

7.01 The validity of this Agreement and of any of its terms or provisions as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas and exclusive venue shall lie in Bexar County, Texas.

ARTICLE VII - CONFIDENTIALITY

9.01 Resident acknowledges that in connection with the participation in the UTHSCSA's GME Program and services to be performed under this Agreement s/he may be acquiring and making use of certain confidential information of a participating institution which includes, but is not limited to, management reports, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature ("Confidential Information"). Therefore, in order to protect the Confidential Information, Resident shall not use the Confidential Information except in connection with the participation in the UTHSCSA's GME Program and the performance of services pursuant to this Agreement, or divulge the Confidential Information to any third party, unless the participating institutions consents in

writing to such use of divulgence or disclosure is required by law. In the event Resident receives a request or demand for the disclosure of Confidential Information, Resident shall immediately provide written notice to UTHSCSA through the department of Professional Staff Services of such request or demand, including a copy of any written element of such request or demand. Further, Resident shall preserve the privacy of patients and patients' medical records and protected health information in accordance with the formal policies and rules of the participating institution and with all federal and state laws and regulations regarding patient and medical record confidentiality.

ARTICLE VIII - AMENDMENT

10.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof and duly executed by the parties hereof. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA (the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto – collectively "HIPAA" herein) and other applicable laws relating to the security and confidentiality of Protected Health Information. Upon any of the party's request, the parties agree to promptly enter into negotiations with each other concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. Failure to enter into negotiations may be considered a material breach of this Agreement, invoking the right to terminate this Agreement for default.

ARTICLE X - NO THIRD PARTY BENEFICIARIES

12.01 Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

ARTICLE XI - ENTIRE AGREEMENT

13.01 This Agreement supersedes any and all other Agreements either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be deemed waived, amended or modified by either party unless and until such waiver, amendment or modification is in writing and executed subsequent to the date of this Agreement by the party against whom it is sought to be enforced.

EXECUTED THIS _____ DAY OF _____, 20____.

Resident:

**The University Of Texas Health
Science Center At San Antonio:**

Resident

Program Director

Lois L. Bready, M.D.
Vice Dean for Graduate Medical Education

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