GRADUATE MEDICAL EDUCATION
PEDIATRIC RESIDENT AGREEMENT – PROGRAM LEVEL (PL) 1, 2 OR 3

This Graduate Medical Education Pediatric Resident Agreement (the "Agreement") is entered into by and among The University of Texas Southwestern Medical Center, an agency of the state of Texas located at 5323 Harry Hines Boulevard, Dallas, Texas 75390 (the "School"), Children's Health System of Texas d/b/a Children's Medical Center of Dallas, a Texas nonprofit corporation located 1935 Medical District Drive, Dallas, Texas 75235 (the "Hospital"), and _____, an individual physician in training (the "Resident").

WHEREAS, the Hospital owns and operates pediatric hospitals located in Dallas, Texas and Plano, Texas as well as certain affiliated outpatient clinics and ambulatory surgery center;

WHEREAS, the School is a state agency that operates a School of Medicine whose physician faculty provide administrative, clinical, research, teaching, community services and professional services at the Hospital pursuant to an Affiliation Agreement and their status as members of the Hospital's medical staff;

WHEREAS, the Hospital and the School are located in the Southwestern Medical Center District in Dallas, Texas and function as an Academic Medical Center with a shared mission to support teaching, indigent care, research and community service;

WHEREAS, the School is the sponsoring institution of a Pediatric Graduate Medical Education Program (the "Program") that is operated through the School's Department of Pediatrics (the "Department");

WHEREAS, the Program meets the "Essentials of Accredited Residencies" standards (the "Standards") of the Accreditation Council for Graduate Medical Education ("ACGME");

WHEREAS, the Hospital provides the primary clinical setting component of the Program as a participating institution;

WHEREAS, the School, the Hospital, and the Resident desire that the Resident become a member of the house staff at the Hospital to fulfill his/her clinical educational requirements of the Program;

THEREFORE, in consideration of the foregoing, the terms and conditions set forth in this Agreement and other good and valuable consideration the sufficiency of which the parties hereby acknowledge, the School, the Resident, and the Hospital agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE SCHOOL.

A. THE PROGRAM.

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1. The School, through the Department, is responsible for the selection, supervision, management and operations of the Program and the Resident consistent with the Standards established by the ACGME.

2. The School and the Department shall provide a Program Director who will manage the Program (the "Program Director"). The Program Director will supervise and manage the Resident in the practice of medicine. The Program Director, in conjunction with the Department and the Hospital, will decide the Resident's general distribution, assignments, and responsibilities.

3. The Department and the Program Director will supervise and manage the Resident's schedule and education consistent with the Standards established by the ACGME, including, but not limited to, the distribution of the Resident's assignments and responsibilities.

4. The School, through the Department and the Program Director, shall be responsible for the academic evaluation, selected supervision, control, promotion and termination of residents.

5. The School, through its Graduate Medical Education Department, shall maintain policies and procedures that delineate the operations and responsibilities of the Program.

6. The School, through the Department, may provide both clinical and didactic educational activities including, but not limited to, opportunities for clinical and basic scholarly research.

B. PROFESSIONAL LIABILITY INSURANCE.

The Resident will be provided professional liability insurance with coverage of Five Hundred Thousand Dollars ($500,000.00) per occurrence and One Million Five Hundred Thousand Dollars ($1,500,000.00) in the annual aggregate under The University of Texas System Professional Medical Liability Benefit Plan (the "Plan") while this Agreement is in effect. Such coverage shall include legal defense and protection against awards from claims reported or filed after the Resident's completion of the Program if the alleged acts or omissions of the Resident are within the scope of the Program. The Resident must comply with any requirements imposed by the Plan, including requirements for risk management education, as defined in the policies, procedures, and agreements managed by the School. Upon becoming aware of an actual or alleged claim, the Resident must immediately notify the Program Director and the Hospital Risk Management Office.

II. DUTIES AND RESPONSIBILITIES OF THE RESIDENT.

A. THE PROGRAM.

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1. The Resident shall devote his/her exclusive full-time and best professional efforts to the performance of professional services and participation in the Program (collectively, the "Services").

2. The Resident shall obtain and maintain the credentials from the Texas Medical Board necessary to participate in the Program. Failure to be granted a physician-in-training license by the Texas Medical Board may result in termination of this Agreement at the discretion of the Program Director and the Chair of the Department of Pediatrics at the School.

3. The Resident agrees to comply with regulatory agency requirements and standards; the Hospital's Medical/ Staff Bylaws, Medical Staff Rules and Regulations, policies, and Code of Ethical Conduct; all Hospital, Program and School policies, rules and procedures, including participation in the Hospital's Quality Program (collectively, the "Policies and Procedures"); and any other obligations to which the Resident is subject, including, but not limited to, all applicable local, state and federal statutes and regulations.

4. The Resident shall fulfill all requirements necessary to join the Hospital's House Staff as delineated by the Policies and Procedures including providing all requested background and educational information. The Resident shall fulfill all School, Program and Hospital graduate medical education credentialing requirements as outlined in the Policies and Procedures prior to commencement of appointment as a pediatric resident.

5. The Resident further agrees to comply with the policies, procedures, rules, and regulations of any other institution where assigned to perform the duties of a Resident.

6. The Resident shall not be required to perform any professional medical services outside of the Program, unless the resident first obtains the prior written approval of the Program Director and the Chair of the Department of Pediatrics at the School. The Resident must also maintain compliance with the School's policy concerning moonlighting. If outside activities are authorized, the Resident's performance will be monitored by the Program and Program Director to ensure that there are no adverse effects related to these activities that may impact the Resident's training.

7. The Resident shall prepare and maintain administrative and business records consistent with the Policies and Procedures, including, without limitation, (1) maintaining medical records related to the Services in such format and upon such intervals as the Program and Hospital reasonably requires and (2) maintaining thorough, complete and accurate medical and other records with respect to the Services and treatment rendered to any patient.

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8. The Resident shall take Step 3 of the United States Medical Licensing Exam ("USMLE") prior to completion of the first academic year (PL-1) of residency and provide the School with documentation of such. Each resident must pass Step 3 prior to entering his/her second year (PL-2) of residency with the School and the Hospital. Exceptions may be made at the discretion of the Program Director.

B. REPRESENTATIONS AND WARRANTIES OF RESIDENT.

The parties enter into this Agreement in reliance on the following representations and warranties being true and accurate as of the Effective Date of this Agreement and remaining so at all times during the Term of this Agreement. The Resident hereby represents and warrants the following:

1. The Resident is not excluded, debarred, or suspended from a federal health care program (as defined in 42 U.S.C. Section 1320a-7b(f)) as of the Effective Date of this Agreement and no adverse action by the federal government that will or may result in exclusion from a federal health care program has occurred or is pending or threatened against the Resident. The Resident agrees that he/she will not perform any act that shall cause him/her to be excluded, debarred or suspended from a federal health care program during the Term of this Agreement. The Resident shall notify the Hospital within one (1) business day of receipt of any indication of a pending investigation that may lead to the Resident's exclusion, debarment, or suspension from a federal health care program.

2. The Resident has never been reprimanded, sanctioned or disciplined by any licensing board of any state, medical society, specialty board, medical staff, house staff or any healthcare facility and no such action is pending.

3. The Resident is not subject to any disciplinary order, sanction or decree of any federal or state governmental agency having jurisdiction over the practice of medicine.

4. The Resident has never resigned from or been denied membership or reappointment from the medical staff of any hospital; has never had hospital medical staff membership or clinical privileges suspended, curtailed, denied, reduced or revoked; and no such action is pending.

5. The Resident is not now, nor has ever been, a defendant in a professional negligence lawsuit other than as fully disclosed in writing to Program. The Resident will immediately disclose to the Program Director the details of any medical negligence lawsuit which is commenced against him/her, as well as any facts which reasonably might give rise to any other legal action against the Hospital or School.

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6. The School and Resident acknowledge that the Hospital has provided them with the Hospital's Code of Ethical Conduct and other Program Policies and Procedures related to the Hospital's Compliance Programs including but not limited to the False Claims Act ("FCA"), 31 U.S.C. §§ 3729-3733. The FCA imposes civil liability on any person or entity that knowingly submits, or causes to be submitted, a false or fraudulent claim for payment to the U.S. government. The FCA also prohibits knowingly making or using (or causing to be made or used) false records or statements in order to get a false or fraudulent claim paid by the federal government. The School and Resident understand that under the FCA, those who knowingly submit, or cause another person or entity to submit, false claims for payment of government funds are liable for three times the government's damages plus civil penalties of $13,508.00 to $27,018.00 per false claim. Other possible enforcement actions include suspension of payment, referral to the Office of Inspector General for potential exclusion from the program, or disenrollment.

III. DUTIES AND RESPONSIBILITIES OF HOSPITAL.

A. STIPEND AND BENEFITS.

1. On behalf of the Program, the Hospital shall process and provide an annual resident stipend of **Sixty-Seven Thousand Fourteen Dollars ($67,014.00)** to be paid in bi-weekly installments, in accordance with the Hospital's regular payroll policies.

2. On behalf of the Program, the Hospital shall make certain benefits available to the Resident and their families. The Resident's participation and enrollment shall be governed by the Hospital's Policies and Procedures related to benefits. Time off is governed by the terms of this Agreement as well as the School's Policies and Procedures.

B. OPERATIONS SUPPORT.

To support the Resident's practice at the Hospital and to allow full participation in the Program, the Hospital shall provide the Resident, consistent with the Policies and Procedures:

1. For PL-1 Residents: One (1) hospital scrub top, one (1) hospital scrub pant, and one (1) lab coat. For PL-2 and PL-3 Residents: One (1) hospital scrub top plus one (1) hospital scrub pant OR one (1) lab coat.

2. Parking in specified locations at the Hospital;

3. "On Call" quarters while at the Hospital;

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4. Reimbursement to the Resident for the actual incurred costs associated with obtaining a Physician-in-Training ("PIT") License from the Texas Medical Board; and

5. Up to One Thousand Dollars ($1,000) in allowable moving expenses as outlined in the Hospital's GME Department procedures. Reimbursements will be processed concurrent with the Effective Date of this Agreement, upon submission of appropriate documentation.

IV. APPOINTMENT AND TERM.

A. TERM.

The Program hereby appoints Resident and Resident hereby accepts an appointment at the level of a first-year resident, **PL-1** (may also be referred to as "PL-1 resident"). The Resident's appointment shall begin on **June 12, 2024** ("Effective Date") and terminate on **June 30, 2025** (the "Term").

B. APPOINTMENTS.

Promotions are dependent upon the Resident continuing as a member in good standing of the Hospital's House Staff as well as evaluation by program faculty, recommendation from the Program Director, and successful completion of Hospital's annual re-credentialing requirements pursuant to the Policies and Procedures. The Resident will be notified in writing at least four (4) months prior to the conclusion of this appointment if the faculty of the Program does not intend to offer an appointment for the following year. If the primary reason(s) for non-renewal or non-promotion occurs within the four (4) months prior to the end of the Agreement, the Program will give the Resident as much written notice of the intent not to renew or promote as circumstances will reasonably allow, prior to the end of this Agreement. Upon receipt of such written notice, the Resident may implement the School's due process procedure in accordance with the School's Policies and Procedures for Supervision and Evaluation, and Discipline and Grievances of Graduate Medical Education Trainees.

V. SCHEDULING.

A. WORK HOURS.

The Resident's work hours will be scheduled in accordance with the training program Standards set by the ACGME, the Duty Hours as defined in the Policies and Procedures of the School and will be overseen by the Program Director.

B. ASSIGNMENTS AND PAID TIME OFF.

The Resident's assignments and paid time off (PTO) will be reviewed by the Chief Residents, and approved by the Program Director. Any request for schedule

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changes should be directed to the Chief Residents. Each Resident will receive two (2) weeks of PTO for each residency year. PTO may be accrued until the third (3rd) year of residency except as noted below. Any unused PTO will not be paid or otherwise credited back to the Resident. Accrued PTO may be carried over after the third year of residency if the Resident serves in the role of Chief Resident.

C. LEAVE OF ABSENCE.

Pursuant to ACGME Institutional Requirements, each Resident shall have up to six weeks of paid leave for qualifying reasons over the duration of their program. Resident shall notify the Chief Residents, the Program Supervisor, and AbsenceOne to request a leave of absence for, medical, parental (maternal, paternity and adoption), caregiver and/or bereavement leave. Qualifying leave will run concurrently with Family Medical Leave Act (FMLA) leave (bereavement leave is excluded). The School Policies and Procedures detail the impact a leave of absence may have on satisfying the Program criteria. At the discretion of the Program Director with the consent of the Hospital, the Program may allow residents who are completing their training program and have, with Program's permission, missed more than their allotted time off from training, an extension of the Term to complete their training Program. Any extension of the Term shall be documented in a signed writing by the School, Hospital and Resident. The School and Program shall make information available to the Resident concerning the impact of Leaves of Absence on Board Certification in the School's Graduate Medical Education Policies and Procedures.

D. BOARD ELIGIBILITY

The ACGME requires that information regarding eligibility for certification by the relevant certifying board(s) be made available to the Resident. Certifying boards vary in their requirements regarding the impact that taking a leave of absence during the Resident's training (for any reason) may have on his/her eligibility and the timing for board certification. Each Resident shall access the specific relevant information regarding eligibility and the potential impact related to any leaves of absences, directly from the applicable certifying board via the American Board of Medical Specialties website:
http://www.abms.org/About_ABMS/member_boards.aspx.

E. COUNSELING.

The Resident shall have access to confidential counseling, medical, psychological, and other support services pursuant to the School's Employee Assistance Program. The Resident shall refer to the School's Criteria for Medical Staff Referrals to the School's designated committee(s) for questions related to practitioner impairment issues, including impairment due to substance abuse. Residents also have access to the Hospital's EAP+ benefit. If the Resident requires FMLA or American with Disabilities Act (ADA) leave, they should contact AbsenceOne. Resident hereby

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consents to the School and the Hospital sharing information, including, but not limited to, sensitive health information, relating to the Resident's ability to fulfill the essential functions of his/her role, with or without an accommodation. The Hospital and the School will treat such information as confidential and store such in the Resident's confidential employee/student health file.

F. **ACCOMMODATIONS FOR DISABILITIES.**

The School and the Hospital shall comply with all applicable provisions of the Americans with Disabilities Act, as amended. The Resident may contact AbsenceOne for additional information regarding the Hospital's Policies and Procedures for accessing accommodations for disabilities.

VI. POLICIES REGARDING SEXUAL AND OTHER FORMS OF HARASSMENT.

Residents shall not be subjected to inappropriate conduct of a sexual nature or other forms of harassment during their training at School and Hospital. To file a complaint regarding sexual or other forms of harassment, the Resident should contact both the School Office of Equal Opportunity and Minority Affairs and the Hospital's Medical Affairs Office. The Resident should consult each organization's Code of Ethical Conduct and specified harassment Policies and Procedures for further information.

VII. ASSIGNMENT.

The duties imposed upon the School and Hospital may be assigned by written agreement among the School, the Hospital and Program.

VIII. TERMINATION.

A. TERMINATION BY SCHOOL.

1. Resident enters into this Agreement with the understanding that he/she will serve the entire Term; unless this Agreement is terminated by School in accordance with the School's Policies and Procedures for Supervision and Evaluation, and Discipline and Grievances of Graduate Medical Education Trainees.

2. The School reserves the right to terminate this Agreement for cause, as outlined in the School's Policies and Procedures for Supervision and Evaluation, and Discipline and Grievances of Graduate Medical Education Trainees. If the School terminates the Resident from the Program, this Agreement shall terminate immediately.

B. TERMINATION OR SUSPENSION BY HOSPITAL.

If Hospital, with the advice and consent of the Program Director, determines that a Resident is failing to uphold his/her duties under this Agreement or no longer fulfills the requirements to be a member of the House Staff, it may request that the

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School terminate the Resident for cause from the Program at the Hospital. The School shall be responsible for terminating the Resident in accordance with the School's policies and procedures.

If Hospital determines a Resident has violated the Hospital's Code of Ethical Conduct, Professional Behavior policy or any other Children's rule, regulation or policy and procedure that threatens the health or safety of Hospital patients, staff, medical staff, and/or visitors or Hospital business operations, Hospital has the right to suspend Resident until the issue is satisfactorily resolved. Any disciplinary or other recommendation taken against a Resident shall be done in accordance with the School's due process and other applicable policies and procedures.

[SIGNATURE PAGE TO FOLLOW]

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The parties, through their duly authorized representatives, have executed this Agreement as of the date and year stated below by their signatures but effective as of the Effective Date stated above.

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

By:_____
Jeffrey McKinney, M.D., Ph.D.
Professor and Vice Chair of Education,
Department of Pediatrics

Date:_____

By:_____
Sherry C. Huang, M.D.
Vice Provost and Senior Associate Dean for Education
Professor, Department of Pediatrics

Date:_____

CHILDREN'S HEALTH SYSTEM OF TEXAS D/B/A CHILDREN'S MEDICAL CENTER OF DALLAS

By:_____
Dai Chung, M.D.
Chief Medical Officer

Date:_____

By:_____
(print Resident name)

_____
Resident Signature

_____
Street Address

_____
City and State

_____
Telephone Number

_____
Date

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