DALLAS COUNTY HOSPITAL DISTRICT
d/b/a Parkland Health

RESIDENT EMPLOYMENT AGREEMENT

Academic Year 2025 – 2026

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This Employment Agreement ("Agreement") is between Dallas County Hospital District d/b/a Parkland Health ("DCHD" or "Parkland") and, First Name Middle Name Last Name, Degree ("Employee" or "Resident").

The Employee agrees to serve as a Resident at DCHD or at such location specified by The University of Texas Southwestern Medical Center ("UTSW"), under the following terms and conditions:

1. **Training Program**. Program Name Program Year (PY): Level (Program Year: Refers to the current year of education within a specific program; this designation may or may not correspond to Resident's graduate year level.)

2. **Duration**. Start Date to End Date, unless Resident takes an approved leave of absence or their participation in the above-mentioned training program is suspended (for example, through being placed on administrative leave during an investigation) and/or terminated. In the event of an approved leave of absence, any time beyond the number of days available through Resident's Paid Time Off (PTO) or the Medical, Parental and Caregiver (MPC) Leave set out in Section 12 of this Agreement, shall be without pay (except to the extent the leave is covered by workers' compensation or otherwise required), and may be added to Resident's duration of employment at their current PY level with written approval from the individual at UTSW who is responsible for Resident's training program (the "Program Director").In the event of suspension, the period of suspension will be without pay. If Resident is reinstated after the suspension, the length of the suspension period may be added to Resident's duration of employment at their current PY level. Written approval of Resident's PY status will be made by the UTSW Program Director, including any notification that Resident will not advance to the next level of training.

3. **Stipend**. Employee will receive an annual stipend of $_____ (Annual Stipend) for the term of this Agreement to be paid bi-weekly at the PY year stated in Section 1 above. Stipend payments shall be subject to federal withholding taxes and any other applicable taxes. Such stipend shall be paid on DCHD's regular pay day and is in consideration for performance of duties assigned by DCHD.

   Resident is required to have been cleared by the Parkland GME office "SHOW STOPPER" list (*i.e.,* all of the items described in orientation as necessary to provide Resident access to

Parkland systems) by the fifth day of the start of their academic year in order to receive bi-weekly stipend.

4. **Responsibilities of Resident**. A Resident is an individual who is providing health care services to patients during the period Resident is also receiving training in a medical specialty. Resident shall meet the qualifications for resident eligibility as outlined by the Accreditation Council of Graduate Medical Education (ACGME) requirements. Resident agrees to become familiar with and abide by all applicable DCHD and UTSW policies, procedures and rules.

Resident's position involves a combination of supervised, progressively more complex and more autonomous patient evaluation, medical and surgical management within the scope of training for Resident in a given specialty and formal educational activities. Resident therefore agrees that their academic, clinical and professional competence will be evaluated on a regular basis by the UTSW training program. The UTSW training program manages and maintains a record of Resident's evaluations, which are confidential to the extent allowed by law.

Resident's position entails provision of care commensurate with Resident's level of advancement and competence, while under the supervision of appropriately credentialed and privileged attending faculty. Resident's educational activities may include without limitation: participation in safe, effective and compassionate patient care; developing an understanding of ethical, socioeconomic, medical and legal issues; applying cost containment measures in the provision of patient care; participation in the educational activities of the training program as appropriate; responsibility for teaching and supervising other residents and students; participation in institutional orientations, education programs and other activities involving the clinical staff; participation in institutional committees and councils to which Resident is appointed or invited; and such other responsibilities as are assigned from time-to-time. Resident must perform these duties in accordance with the established practices, procedures and policies of DCHD, UTSW, and other institutions to which Resident is assigned.

Resident agrees to provide appropriate and conscientious care to their patients, to cooperate with patient care, patient safety, quality improvement and safety directives issued by DCHD, and to discharge all duties of a Resident as determined by DCHD.

5. **Living Quarters (Housing)**. DCHD does not provide assistance for locating housing, nor does DCHD provide on-campus housing quarters.

6. **Parking**. Parking will be available on campus at designated areas for no charge.

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7. **Meals**. Meal cards will be allocated as directed by your Program. No other meal money will be provided by Parkland.

8. **Pagers and ID Badges**. DCHD will issue Resident a pager. If the pager is lost, damaged or is not in working condition upon completion of residency, Resident will be responsible to pay its current replacement cost. DCHD will issue Resident an ID badge. If the ID badge is lost or damaged such that it must be replaced, Resident will be responsible to pay its replacement cost. Resident understands that they are required to carry and maintain the pager for the duration of their training and carry and maintain the ID badge while at work.

9. **Uniforms**. Scrub suits are provided by DCHD for Residents working in Operating Rooms, Labor and Delivery, and the Burn Unit.

10. **Conditions for Continued Appointment and/or Reappointment**.

During the process of Appointment/Reappointment, Resident/Fellow must 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 DCHD and other participating hospitals/institutions, if applicable.

Participate in all required orientations, continuing education, educational modules, and webinars at DCHD and affiliated institution(s). Maintain current Advanced Life Support, Basic Life Support, Advanced Cardiac Life Support, Pediatric Advanced Life Support, Neonatal Resuscitation Program, Advance Trauma Life Support certification, as applicable throughout entirety of residency/fellowship and provide copy of recertification to the Parkland GME Office. Resident is solely responsible for ensuring certifications are current and not expired.

Reappointment to the training program is based on evaluation by the UTSW training program faculty and recommendation to DCHD by the UTSW training Program Director. Resident, as a condition of their employment, must at all times remain in good academic standing with the UTSW training program. In the event that Resident is not in good academic standing with the UTSW training program, Resident's employment with DCHD shall be suspended without pay and/or terminated, effective on the date that Resident is no longer in good academic standing with the UTSW training program. In the event of a suspension, such suspension shall remain in effect until such time as Resident regains their good academic standing with their UTSW training program, or until Resident is terminated from the training program. Suspension and/or termination from the training program is governed by UTSW's Graduate Medical Education policy and procedures. In addition to

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the requirements of this section, grounds for termination from employment are further described in Sections 26 and 27.

11. **Conditions of Employment**.

- **Graduate of accredited medical/osteopathic school**. Resident must provide proof of graduation acceptable to DCHD.

- **Ability to lawfully work in the United States.** Resident must provide information and documents sufficient for proper completion of a Form I-9 or successor form.

- **USMLE.** Resident shall take Step 3 of the United States Medical Licensing Exam ("USMLE") or Comprehensive Osteopathic Medical Licensing Examination of the United States – ("COMLEX") prior to completion of the second academic year (PY-2) of their training and provide documentation of such to the Parkland GME Office. Residents entering his/her third year (PY-3) of training must pass Step 3 prior to being promoted. Exceptions may be requested at the discretion of the Program Director to UTSW GME Office.

- **Licensure/Permits.** Resident must have either a Texas Medical License or a Texas Physician-In-Training Permit (PIT). Resident is responsible for obtaining a Texas Medical License or a Texas Physician-In-Training Permit and covering the required fee set by the Texas Medical Board (TMB). Resident must submit their license or permit to DCHD. Resident agrees that they will at all times maintain their license/permit in accordance with the laws and regulations of the State of Texas for the duration of their training. DCHD does not cover any costs associated with obtaining a license or permit. Resident who has or obtains a Texas Medical License through the Texas Medical Board is required to obtain a Drug Enforcement Administration (DEA) license. DCHD does not cover costs associated with obtaining a DEA license nor does it exempt Residents from paying the required fee. Resident's employment with DCHD is subject to immediate termination if these requirements are not met and maintained.

  This Agreement is CONDITIONAL upon the timely and successful completion of all requirements of the TMB to obtain a postgraduate PIT, or Texas medical license, where applicable. 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 DCHD Graduate Medical Education Office.

  A Resident not receiving their Texas Physician-In-Training Permit or Texas Medical License by the fifth day of the start of the academic year will be terminated

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from the DCHD payroll and rehired effective upon the date on which Resident receives their Texas Physician-In-Training Permit or Texas Medical License. Resident is responsible for immediately notifying the DCHD Graduate Medical Education Office regarding any change in their Texas Medical License or Texas Physician-In-Training Permit, including any suspension, restriction, limitation or termination of the license or permit.

- **Prescription Pads.** Residents holding a Texas Medical License to prescribe Schedule II prescriptions must comply with all lawful prescribing practices. Failure to comply with applicable rules may result in sanctions by the Texas Department of Public Safety and/or the Texas Medical Board. DCHD will not reimburse Resident for the cost of acquiring any physical prescription pads.

- **Health Status**. Employee must be considered fit for duty at all times, either with or without reasonable accommodation as required by the Americans with Disabilities Act and DCHD policies and procedures, while performing duties as a Resident.

- **Physician Impairment.** A Resident suspected of impairment due to alcohol, drugs, psychiatric or physical disorders that prevent them from safely and effectively carrying out their duties shall be referred to the Recovery Employee Network Enhancing Wellness ("RENEW") and must comply with all RENEW requirements. DCHD further has a policy to provide reasonable accommodation for qualified individuals with disabilities, provided such accommodation does not impose an undue hardship on DCHD or pose a direct threat to the health and safety of Resident or others, including patients, visitors, and other employees. A Resident who believes that he or she may be impaired shall seek assistance of RENEW.

- **Immunizations.** Resident agrees to secure immunizations for measles, diphtheria, tetanus, mumps, rubella, and hepatitis B, and submit to tuberculosis tests as directed by DCHD. In the event Resident tests positive for tuberculosis, Resident agrees to abide by the requirements of Occupational Health to be cleared to return to work. Resident will keep such immunizations current during the term of this Agreement and provide written documentation of immunization and/or treatment as requested by DCHD. DCHD reserves the right to require additional immunization and/or vaccines as deemed necessary by DCHD. Resident must comply with all immunization and vaccine requirements and health screenings set forth by DCHD, subject to exemption or reasonable accommodation, if approved through DCHD's applicable policies and procedures. Immunizations must be current and up to date while employed at DCHD. Arrangements for immunizations and testing shall be

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the sole responsibility of Resident. The DCHD Department of Graduate Medical Education must receive the required Occupational Health clearance for Resident prior to their first day of duty.

- **Mandatory Training.** Resident agrees to complete all DCHD mandatory training within the timeframe specified by DCHD. Failure to comply could result in internal progressive corrective action, including but not limited to termination of this Agreement as described in Section 27.

- **Drug Screening.** After notification from UTSW that an offer has been extended to Resident, DCHD requires Resident to provide proof of a negative 10-panel urine drug screen collected no more than two (2) weeks prior to Resident's employment start date. The urine drug screen must be conducted at a DCHD approved collection site. The DCHD Department of Graduate Medical Education must receive required drug screening clearance prior to Resident's first day of duty. Continued employment is subject to compliance with DCHD policies and procedures for a drug free workplace and DCHD reasonable suspicion and other applicable drug testing policies.

- **Background Check.** After notification from UTSW that an offer has been extended to Resident, they will be required to complete and sign the Fair Credit Reporting Act Authorization Form and undergo a criminal background check prior to their employment start date. A Resident who refuses to complete, sign and submit the form will be removed from further consideration for employment at DCHD. The DCHD Department of Graduate Medical Education must receive criminal background check results prior to Resident's first day of duty. If the security background check identifies an adverse action in Resident's record, the Director of the Graduate Medical Education office will contact the appropriate DCHD officials, and the UTSW Designated Institutional Official to make a determination of employability of Resident. Each adverse action will be reviewed with consideration of the following factors, and in compliance with the Fair Credit Reporting Act (FCRA), and other applicable law:

  a. Specific duties of the position;
  b. Number of offenses;
  c. Nature of each offense;
  d. Length of time intervening between the offense and the employment decision;
  e. Employment history;
  f. Efforts at rehabilitation; and

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g. Accuracy of the information that the individual provided on the employment application.

12. **Benefits**. Resident is eligible for benefits described in this Agreement. A detailed summary of such benefits will be made available to Resident. Resident has thirty days from the date of hire to enroll for benefits.

- **Malpractice Insurance.** DCHD does not provide malpractice insurance. However, as a political subdivision of the State of Texas, DCHD may pay claims in accordance with the Texas Tort Claims Act up to $100,000 per person and $300,000 per occurrence. Coverage only applies to activity that occurs while in the course and scope of employment, performing only those tasks assigned by the appropriate officers of DCHD. Coverage does not include intentional acts or gross negligence. Resident should consult with UTSW regarding professional liability coverage when Resident is on rotation at institutions other than DCHD.

- **Employee Health Plan.** A group Employee Health Plan is provided at some cost to employees with the balance of the cost paid by DCHD as set out in the then current DCHD benefits summary. Enrollment of Resident's spouse and/or eligible dependents in the group plan is available at Resident's expense. Resident is cautioned that they may be required to verify eligibility of the spouse/dependents by providing requested documentation, and failure to do so by the designated deadline may result in claimed spouse/dependents being removed from coverage under the Plan. Benefits payable under the Employee Health Plan are subject to eligibility and other requirements stated in the health plan documents, and as they may be amended or changed by DCHD from time to time.

- **Disability Benefits.** Resident is covered by the DCHD Disability Plan subject to the terms and conditions of the plan as amended from time to time, a summary of which will be made available to Resident.

- **Paid Time Off (PTO).** Resident will be provided with twenty-five (25) days of preloaded PTO that can be used for vacation time, holidays, illnesses (both their own and their family members), attendance at professional meetings and seminars, board and licensure exams, interview days, jury duty, military reserve duty, and any other circumstance approved by the Program Director, during each academic year. PTO must be authorized and approved by Resident's Program Director or their designee and is subject to the requirements of the Graduate Medical Education Paid Time Off Utilization Policy. No more than five (5) days (i.e., 40 hours) of unused PTO may be rolled over into each academic year and must be used prior to

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graduating from the program, except as described in the DCHD Resident/Fellow Medical, Parental and Caregiver Leave Policy. Qualifying leave (PTO) will run concurrently with Medical, Parental and Caregiver Leave as described in the MPC Leave Policy. Unused PTO or MPC Leave days are not available for cash out. Additionally, should Resident seek leave beyond the PTO days authorized in this Agreement, and Resident's Program Director authorizes such additional leave, then the additional leave beyond the PTO authorized in this Agreement will be unpaid, and subject to the relevant provisions in Section 2 of this Agreement.

- **Family Medical Leave.** Residents who meet the eligibility requirements may also be entitled to job-protected leave under the Family and Medical Leave Act (FMLA). Additional information and procedures involving FMLA are available in DCHD's applicable human resource and benefits procedures.

- **Bereavement Leave.** Bereavement leave is available to those Residents who satisfy the conditions of the DCHD policies for bereavement leave.

- **Pregnancy-Related Leave and Accommodation**. Parkland provides unpaid maternity leave following the birth of a child based on the specific delivery type and that leave runs concurrently with related leave types. In addition, accommodation for pregnancy-related conditions may be available pursuant to the Pregnant Workers Fairness Act (PWFA). See DCHD policies for further information.

- **Medical, Parental and Caregiver Leave.** Resident in an ACGME-accredited Training Program will be provided six (6) weeks (i.e., 240 hours) of approved MPC) leave(s) of absence for qualifying reasons that are consistent with applicable laws once during the duration of the ACGME-accredited Training Program. When approved Resident shall receive one hundred percent (100%) of their Stipend in addition to continued health plan and disability insurance benefits for Resident and any eligible dependent. Additional information and procedures involving MPC Leave are available in the DCHD Resident/Fellow Medical, Parental and Caregiver Leave Policy. UTSW provides clinical instruction and academic credentials to all medical residents and fellows. Resident may wish to discuss how any MPC leave, or any approved absence may impact the completion of the program by the expected completion date and eligibility to participate in certifying Board exams with their Program Director. Moonlighting while on parental, caregiver, or medical leave, including concurrent FMLA leave is not allowed and may result in the revocation of the previously approved leave from Training Program shifts or disciplinary action.

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- **Holidays.** Parkland is a 24-hour/7 day a week institution. Resident does **not** have additional holiday days outside of their PTO allocation stated above and must use a PTO day if they are requesting and approved to be off on a holiday.

- **E-mail.** Important notices from the Parkland GME Office, and Parkland Health are communicated by e-mail. **All employed residents must have a Parkland Health e-mail address**, which is free. Parkland email addresses will be issued to all new residents at onboarding. All Residents are required to monitor and use their Parkland Outlook email account for all Parkland business. All GME Office and Parkland announcements are disseminated on the Outlook e-mail system.

- **Board Eligibility.** The ACGME requires information regarding eligibility for certification by the relevant certifying board(s) be made available to Resident. Certifying boards vary in their requirements regarding the effect of a leave of absence or suspension during Resident's training on their eligibility and the timing for board certification. Therefore, each Resident shall access the specific relevant information from their certifying boards through the UTSW Intranet by entering:

  http://www8.utsouthwestern.edu:8080/utsw/cit_192819/52/9/517494Impact_of_Leave_o n_Board_Eligibility.pdf

- **Employee Assistant Program (EAP).** Resident may access counseling services through the DCHD Employee Assistance Program as outlined in the then current benefits summary, which will be made available to Resident.

- **Social Security.** DCHD does not participate in the Retirement/Disability portion of Social Security. Resident will participate in DCHD's Retirement Income Plan (DCHD's Social Security replacement plan) as well as the Medicare portion of Social Security, unless Resident is otherwise excluded from eligibility for such participation. Resident's stipend will be subject to deductions for the Retirement Income Plan and the Medicare tax unless Resident is not eligible for participation.

13. **Duty Hours**. Resident's duty hours will be scheduled in accordance with the UTSW training program duty hour's policy and procedures.

14. **Discrimination, Harassment and Retaliation**. DCHD has a policy to provide equal employment opportunity for all without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender (including gender identity and gender expression), genetic information, national origin, age (40 and over), veteran status, marital status, political belief, disability or any other legally protected characteristics and prohibits unlawful discrimination, harassment, and retaliation. DCHD further has a policy to provide

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reasonable accommodation for qualified individuals with disabilities, provided such accommodation does not impose an undue hardship on DCHD or pose a direct threat to the health and safety of Resident or others, including patients, visitors, and other employees.

15. **Outside Employment and/or Professional Activities**. Resident agrees to follow DCHD and UTSW policies regarding outside employment and/or professional activities, including the Graduate Medical Education Requirements for Additional Work Shifts at Parkland and External Moonlighting. Resident is not subject to any non-competition or other restrictive covenants. In addition, any participation in a private or outside medical or dental practice must have obtained prior written approval from the UTSW Training Program Director for each moonlighting, outside consulting or patient care-experience unrelated to the Program. Outside employment and/or professional activities will not be allowed to interfere with the obligations of Resident to DCHD. Further, moonlighting while on MPC Leave, FMLA Leave or pregnancy-related leave is not allowed and may result in the revocation of the previously approved leave from Training Program shifts or disciplinary action. Resident must, at all times be rested and alert while performing their duties. Resident Time spent in these experiences must be recorded for work hour reporting and monitoring purposes via the UTSW MedHub. In the event that approval is given for a Resident/Fellow to engage in any clinical practice outside of the Program, no liability coverage under the DCHD Texas Tort Claims Act will be provided unless otherwise expressly agreed to in writing. The Resident/Fellow is exclusively responsible for all liabilities arising out of such outside practice.

16. **Reporting of Illness or Injury**. Resident must immediately report any illness or injury related to Resident's employment to DCHD's Occupational Health. Absences necessitated due to such illnesses or injuries will be addressed in accordance with DCHD policies and procedures.

17. **Health Information Management**. Resident agrees to complete all training required to maintain competence with the electronic medical record system used by DCHD or any other institution to which Resident may be assigned. Resident agrees to maintain their EPIC In Basket up-to-date as well as ensuring that the In Basket is properly emptied prior to leaving and/or graduating from the residency and/or fellowship program.

18. **Certificate**. If Resident fulfills their obligations and discharges their duties to the satisfaction of DCHD, DCHD will issue a certificate signed by the DCHD Chair of the Board of Managers; Chief Executive Officer; and any other appropriate DCHD official indicating satisfactory performance in the program. DCHD specifically reserves the right to withhold the certificate of recognition until Resident is in compliance with all rules, regulations and personnel policies, including but not limited to, the payment of any and all

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money due DCHD, return of pager, ID tags/badges, books, equipment, parking tags/stickers and supplies/equipment, and completion of all In Basket items and medical records in accordance with the rules and regulations of DCHD and Medical Staff.

Resident is required to complete the DCHD Graduate Medical Education exit process and paperwork before their last working day at DCHD. This exit process is to ensure that all appropriate paperwork is completed before Resident completes their training program. Resident's certificate will be held in the Department of Graduate Medical Education until the exit process has been completed.

19. **Failure to Complete Program**. If Resident fails to satisfactorily complete all assignments for the duration of their training program, including completion of In Basket items in EPIC, they forfeit the right to obtain a certificate of recognition from DCHD. Non-completion of Resident's training program may be reported by the UTSW Program Director to the Texas Medical Board.

20. **Safety**. Resident agrees to abide by DCHD Infection Control, Quality, Performance Improvement, Patient Safety, Risk Management, Corporate Compliance, and Occupational Health Policies and Procedures. Resident agrees to report adverse patient occurrence(s) or outcome(s) in accordance with applicable DCHD policies and procedures.

21. **Reporting**. Resident agrees to comply with Parkland's Code of Conduct and Ethics and report any issues via any of the methods set forth in the Code or on Parkland's intranet http://intranet.pmh.org/.

22. **Cooperation with Investigation**. Resident agrees to cooperate fully with DCHD's risk management staff and legal counsel in investigating any claim seeking damages by a third party that may be asserted against Resident or against DCHD, based upon the conduct of Resident, other DCHD employees, or the Medical Staff. In the event Resident is served with any legal document or receives communication from an attorney regarding an incident arising out of conduct at DCHD, they must immediately report same to the DCHD General Counsel. Because a claim or litigation may be filed after Resident completes their training program, the obligation to report receiving legal papers to the General Counsel, and cooperate in the investigation of any incident underlying a claim or litigation, survives the expiration of this Agreement.

23. **Independence of Decision Making**. To avoid interference with the independence of their prescribing and other clinical practices or involvement in purchasing decisions, a Resident must never accept from a DCHD vendor or prospective vendor (*e.g.* drug company, medical device manufacturer or other vendor) any grants, scholarships, subsidies, support, gifts, consulting contracts, continuing medical education, educational or practice related

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items, travel related expenses, meals, entertainment, recreation, or items for personal benefit (except certain items of nominal value (less than $50)), and/or items or services not allowed by DCHD policies and procedures, including specifically, the Code of Conduct and Ethics. Gifts of cash or cash equivalents are not permitted.

24. **Conflicts of Interest**. A Resident is responsible for promptly reporting any and all conflicts of interest and must complete the 'Conflict of Interest Disclosure Form' as required by DCHD. All disclosures will be reviewed and if it is determined that a conflict of interest exists, the conflict must be resolved to the degree deemed necessary by the DCHD Compliance Officer. Resident agrees to read and abide by the provisions of DCHD policies and procedures addressing conflicts of interest, including specifically, the Code of Conduct and Ethics.

25. **Grievance Procedures and Due Process**. In the event that a Resident is suspended or terminated for any academic reason that results in non-renewal or termination of this Agreement, such action shall be governed by the UTSW Graduate Medical Education Policies and Procedures.

26. **Progressive Discipline and Termination**. Resident is subject to DCHD's Office of Talent Management (OTM) policies and procedures, including OTM Procedure 6000-700 regarding Progressive Discipline, for matters not related to Resident's academic standing in the training program. DCHD also reserves the right to terminate the agreement of any Resident during the term of this Agreement for any reason, including violations of OTM or other DCHD policies and procedures. Any termination of the Agreement pursuant to this Section 27 is not governed by the UTSW Graduate Medical Education Policies and Procedures. The following are some examples of misconduct that would be reasons for immediate termination; however, this list is for purposes of illustration, and is not meant to be all-inclusive:

- Possession, manufacturing, dispensing, use or sale of illegal drugs or alcoholic beverages on DCHD property;
- Unauthorized possession of DCHD property or property of a DCHD employee, patient or visitor;
- Harassment, including physical, verbal, and/or sexual, of any individual associated with DCHD;
- Harassment, including physical, verbal and/or sexual of any patient;
- Abuse or neglect of a patient;

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- Assault or fighting on DCHD property;
- Possession of firearms, dangerous weapons, or explosives on DCHD property, unless the individual has DCHD written approval for such possession in the performance of their job;
- Gross negligence or willful indifference that jeopardizes the life and/or welfare of another individual or produces significant financial loss to DCHD;
- Directing abusive/threatening language or any other acts of disrespect toward a patient, visitor or employee;
- Disclosing information of a confidential nature to unauthorized persons, or any action by an employee that is a breach of professional ethics;
- Falsification of employment application, time and attendance reports, medical records, production reports, or other DCHD records;
- Fraud and/or abuse involving any billing, administrative or regulatory procedures including but not limited to Medicare, Medicaid and other governmental programs as well as private pay and other third-party reimbursement programs;
- Failure to report and/or detect suspected fraud and/or abuse involving any billing, administrative or regulatory procedures including but not limited to Medicare, Medicaid and other governmental programs as well as private pay and other third-party reimbursement programs;
- Failure to maintain proper or professional decorum in the workplace;
- Performance of illegal acts that may result in criminal prosecution;
- Failure to maintain up-to-date immunizations;
- No longer meeting the Conditions of Employment;
- Failure to comply with mandatory training; and
- Failure to hold a valid Texas Physician-In-Training permit and/or Texas Medical License.

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27. **Records**. In addition to records maintained by the UTSW training program, DCHD will maintain an employment record on Resident.

28. **Entire Agreement**. This Agreement supersedes any prior agreements, either oral or in writing, between DCHD and Resident and contains their entire agreement relating to their relationship.

29. **Controlling Law**. This Agreement and its interpretation is governed by Texas law. Venue for any action arising out of this Agreement is Dallas County, Texas.

Resident Name	Executive Vice President & Chief Clinical Officer
	Joseph Chang, M.D., M.B.A., F.A.C.O.G.
Printed Name	Printed Name
Date	Date

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