UT SOUTHWESTERN GRADUATE MEDICAL EDUCATION
RESIDENT/FELLOW AGREEMENT

This Graduate Medical Education Resident/Fellow Agreement (the "Agreement") is entered into by The University of Texas Southwestern Medical Center, an institution of higher education organized under the laws of the state of Texas located at 5323 Harry Hines Boulevard, Dallas, Texas 75390 ("UTSW"), and **« Full Name Title»,** ("Trainee").

WHEREAS, UTSW is the sponsoring institution of a Graduate Medical Education Training Program in (the "Program") that is operated through UTSW's Department of (the "Department") and Trainee desires to participate in the Program as a graduate medical education trainee;

WHEREAS, the Program meets the requirements of the Accreditation Council for Graduate Medical Education ("ACGME") **[or «Texas Medical Board ("TMB")»];**

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, UTSW and the Trainee agree as follows:

I. **DUTIES AND RESPONSIBILITIES OF UTSW**.

1. UTSW, through the Department, Program Director, and Program, is responsible for the selection, supervision, management and operations of the Program and the Trainee consistent with the requirements established by the ACGME **[or «TMB»],** and in accordance with UT Southwestern and UT System policies.

2. The Trainee will be a UTSW employee and paid a salary by UTSW in the amount of annually, payable in 12 monthly installments, less applicable taxes and withholdings;

3. The Trainee will be eligible to participate in UT Southwestern's employee benefits plans, which include medical, prescription, dental, short- and long-term disability, vision, and other benefits for themselves and eligible family members. UTSW pays the employee-only premium for Basic Coverage, which includes medical and prescription coverage plus Basic Life and Basic Accidental Death and Dismemberment coverage for Trainee. Trainee may elect additional optional benefits at Trainee's expense. UTSW and the UT System reserve the right to change employee benefits plans from time to time.

4. UTSW and the Department shall designate a Program Director who will manage the Program. The Program Director will supervise and manage the Trainee in the practice of medicine and other Program requirements. The Program Director, in conjunction with the Department, and taking into consideration training

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opportunities and patient population needs of affiliated hospitals, will decide the Trainee's general distribution, assignments, and responsibilities.

5. The Department and the Program Director will supervise and manage the Trainee's schedule and education consistent with the requirements established by the ACGME **[or «TMB»]**, including, but not limited to, the distribution of the Trainee's assignments and responsibilities.

6. UTSW, through the Department, Program and Program Director, shall be responsible for the academic evaluation, supervision, control, performance improvement, and Corrective Action for Trainees.

7. UTSW, through its Graduate Medical Education Office ("GME Office"), shall maintain policies and procedures governing the operations of the Program and provide accreditation and administration oversight.

8. UTSW, through the Department, Program, and Program Director, may provide both clinical and didactic educational activities including, opportunities for clinical and basic scholarly research.

9. UTSW will provide time off to Trainee, including medical, parental, and caregiver leave, in accordance with law and applicable UTSW Policies, *see* Graduate Medical Education Policies and Procedures Paid Time Off Utilization Policy.

10. UTSW, through the Department, Program, and Program Director, will provide to the Trainee timely notice of the effect of leaves of absence on the ability of the Trainee to satisfy program requirements for completion and information related to eligibility for specialty board examinations. Because certifying boards vary in their requirements regarding the effect of leaves of absence taken during training (regardless of the reason) on eligibility and the timing for board certification, Trainee should obtain information about the effect of a leave of absence from the applicable certifying boards available at: https://www.abms.org/member-boards. *see* GME Effects of Leaves of Absence Policy.

11. Trainee 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 ("Plan") during their training. Such coverage shall include legal defense and protection against awards of monetary damages from claims reported or filed after the Trainee's completion of the Program if the alleged acts or omissions of the Trainee occurred within the scope of their training while in the Program. The Trainee must comply with any requirements imposed by the Plan, including requirements for risk management education. Upon becoming aware of an actual or potential claim, Trainee must immediately notify the Program Director, the GME Office, and the Office of the Vice President for Legal Affairs - Medical Risk Management.

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12. The Trainee shall have access to confidential counseling, medical, psychological, and other support services through UTSW Resident and Wellness Counseling Center or by using UTSW employee support services provided through Headspace. The Trainee shall refer to GME's Impaired Resident Physicians policy for information related to practitioner impairment issues, including impairment due to substance abuse. Trainees may also be referred to UTSW's Recovery Employee Network Enhancing Wellness (RENEW) Committee, a subcommittee of the Credentials Committee, that supports the health and wellness of practitioners at UTSW.

II. DUTIES AND RESPONSIBILITIES OF TRAINEE

1. Trainee shall devote their exclusive full-time and best professional efforts to the performance of professional services and participation in the Program ("Services").

2. Trainee shall obtain and maintain the credentials from the Texas Medical Board necessary to participate in the Program and shall immediately notify the Program Director and the GME Office of any change in status regarding Trainee's TMB credentials.

3. Trainee shall fulfill all requirements necessary to join the specified hospital House Staff(s) as delineated by hospital policies and procedures including providing all requested background and educational information. The Trainee shall fulfill all UTSW, Program and Hospital credentialing requirements prior to beginning the Program.

4. Trainee agrees to comply with The Joint Commission standards; all applicable Medical Staff Bylaws, Medical Staff Rules and Regulations, and Code of Ethical Conduct; all Hospital, GME, Program-Specific and UTSW policies, rules and procedures, including participation in the Hospital's Quality Program (collectively, "Policies and Procedures"); and any other obligations to which Trainee is subject, including, but not limited to, all applicable state and federal laws and regulations.

5. Trainee agrees to comply with the policies, procedures, rules, and regulations of any other institution where the Trainee is assigned to work and train.

6. Trainee shall not be allowed to perform any professional medical services outside of the Program, unless Trainee first obtains the prior written approval of the Program Director. Trainee must also maintain compliance with GME Policies and Procedures Moonlighting Policy. Trainee's performance will be monitored by the Program and Program Director to ensure that there are no adverse effects of Moonlighting activities on the Trainee's ability to satisfactorily complete program requirements. Written approval for moonlighting activities may be rescinded at any time at the discretion of the Program Director and GME Office.

7. Trainee shall prepare and maintain records consistent with all Policies and Procedures, including maintaining medical records related to the Services in such format and upon such intervals as UTSW (including any affiliate training sites)

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reasonably requires and maintaining thorough, complete and accurate other records with respect to the Services and treatment rendered to any patient.

III. REPRESENTATIONS AND WARRANTIES.

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.

1. Trainee is not excluded from any federal program as of the Effective Date of this Agreement and no adverse action that will or may result in exclusion from a federal health care program has occurred or is pending or threatened against the Trainee. The Trainee agrees that they will not perform any act that could cause them to be excluded from any federal health care program during the Term of this Agreement.

2. Trainee 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. Trainee is not subject to any disciplinary order, sanction or decree of any federal or state governmental agency having authority over the practice of medicine.

4. Trainee has never resigned from the medical staff of any hospital in lieu of discipline or termination, or been denied membership in or reappointment to 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. Trainee is not now, nor has ever been, named as a defendant in a professional negligence lawsuit other than as fully disclosed in writing to the Program. The Trainee will immediately disclose to the Program Director the details of any medical negligence lawsuit involving the Trainee, including any facts which reasonably might give rise to any other legal action against the Trainee or UTSW.

6. UTSW and Trainee acknowledge that UTSW has provided the Trainee with the applicable Code of Ethical Conduct and other 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. UTSW and Trainee understand that under the FCA, those who knowingly submit, or cause another person or entity to submit, false claims for payment of government funds can result in an enforcement action which could include civil penalties, suspension of payment, referral to the Office of Inspector General for potential exclusion from the program, and disenrollment.

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IV. APPOINTMENT, TERM AND TERMINATION.

A. APPOINTMENT AND TERM.

UT Southwestern and the Program hereby appoint the Trainee and the Trainee hereby accepts an appointment in the _____ training program at the level of _____, under the supervision of _____ as Program Director. The Trainee's appointment shall begin on _____ ("Effective Date") and terminate on _____ (the "Term").

B. RE-APPOINTMENT.

Re-appointment, promotion, graduation and/or certificate of completion, are dependent upon the Trainee continuing as a member in good standing of the Hospital's House Staff as well as satisfactory evaluations by program faculty, and recommendation from the Program Director. If Trainee does not meet Program standards, a Performance Improvement Plan or Corrective Action may be issued in accordance with GME Policies on Academic Improvement and Corrective Action and Grievance and Due Process for Graduate Medical Education Trainees.

C. TERMINATION.

Trainee enters into this Agreement with the understanding that they are expected to remain in the Program for the entire Term, unless the Trainee receives a final Corrective Action: Dismissal in accordance with UTSW's GME Academic Improvement and Corrective Action policy. Failure to obtain and maintain a physician-in-training or full medical license by the Texas Medical Board may result in dismissal of the Trainee from the Program, at the discretion of the Program Director and the Chair of the Department of _____ at UTSW, in consultation with the GME Office.

If a UTSW-affiliated Hospital, with the advice and consent of the Program Director, determines that the Trainee is not satisfactorily performing their duties or no longer fulfills the requirements to be a member of the House Staff, UTSW may issue a Corrective Action: Dismissal to the Trainee.

If Trainee voluntarily resigns or is dismissed from the Program, this Agreement shall terminate immediately.

IV. SCHEDULING, WORK ASSIGNMENTS AND HOURS.

Trainee's clinical and educational work hours will be scheduled in accordance with the Program requirements, and the GME Clinical and Educational Work Hours policy of UTSW, and will be overseen by the Program Director. The Trainee's assigned locations and duties will be the primary responsibility of the Program Director.

V. POLICIES REGARDING DISCRIMINATION AND HARASSMENT.

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UTSW policies prohibit discrimination and harassment. To file a complaint regarding sexual harassment or misconduct, the Trainee should contact the UTSW Division of Title IX pursuant to ETH-153 Title IX Sexual Harassment Formal Grievance Policy. Complaints about discrimination or harassment on a basis other than sex should be reported to the Office for Access & Title IX in accordance with ETH-151 Equal Opportunity. Complete information regarding reporting obligations, complaint resolution options, and available resources can be found online at: Office for Access and Title IX

VI. ACCOMMODATIONS FOR DISABILITIES.

Trainees may request reasonable accommodations due to disability in accordance with GME Policy Reasonable Accommodations for Qualified Residents with Disabilities.

This Agreement is entered into on this _____ day of _____, 20___ (the "Effective Date").

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

By:_____
Sherry C. Huang, M.D.
Vice Provost & Senior Associate
Dean for Education,
UT Southwestern Medical School

Date:_____

By:_____
Michael L. Green, M.D.,
Assistant Dean for Graduate Medical
Education
Designated Institution Official

Date:_____

By: **«Trainee_Full_Name__Title»**

_____
Trainee Signature

By:_____
,Program Director

Date:_____

_____
Street Address

_____
City and State

_____
Telephone Number

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Date:_____

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