

**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**”) **RESIDENT NAME** (hereinafter called “**Resident**”), and the **University Health System**, a political subdivision of the State of Texas, (hereinafter called “**HEALTH SYSTEM**”). 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 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; and

WHEREAS, the HEALTH SYSTEM, as a Major Participating Institution in the GME Program, is willing to permit Resident to train in HEALTH SYSTEM facilities or other authorized facilities, provided that the Resident remains a member in good standing in the UTHSCSA’S GME Program;

NOW THEREFORE, the parties hereby agree as follows:

**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.

**RESIDENCY APPOINTMENT**

2.01 Subject to verification of Resident’s identity and legal authorization to perform the Resident’s responsibilities outlined in this agreement and compliance with the requirements set forth in Section 3.01, the 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.

2.04 The parties understand that the Resident performs tasks, including the practice of medicine, the details of which the HEALTH SYSTEM does not have legal right to control and no such control is assumed by this Agreement.

2.05 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/](http://www.uthscsa.edu/gme/). The GME Policy Manual includes and specific reference is hereby made to policies on leaves of absence, the effect of leaves of absence on satisfying the criteria for completion of the

Residency Program, the handling of physician impairment, including impairment due to substance abuse, Resident Responsibilities, duration of appointment, conditions for re-appointment and promotion to a subsequent PGY level to the Residency Program, professional activities outside the educational program (including moonlighting), grievance and appeal procedures, sexual and other forms of harassment, Resident duty hours, accommodation for disabilities, reduction in size or closure of the Residency Program, and access to information related to eligibility for specialty board examinations. UTHSCSA shall provide a copy of 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.

Conditions of re-appointment, non-renewal of contract, and non-promotion are described in the GME Policy Manual.

### **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 HEALTH SYSTEM; 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.

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.

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 Resident in Training 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, this contract will terminate;
  - (2) will provide to the HEALTH SYSTEM documentary evidence of the Resident's identity and eligibility for employment in the United States. Such documentation must be provided to the HEALTH SYSTEM within three business days of the Resident's date of hire and upon expiration of work authorization must be re-verified. This Agreement may be terminated for a Resident's failure to maintain authorization to work in the U.S.;

- (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) developing 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 HEALTH SYSTEM policies, and those of the GME Program, clinical departments and other institutions to which the Resident is assigned.

### **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.

### **HEALTH SYSTEM RESPONSIBILITIES**

5.01 In support of the UTHSCSA's GME Program, the HEALTH SYSTEM provides stipends and benefits to Residents enrolled in UTHSCSA's GME Programs. These benefits, described in Sections 5.02 and 5.03,

terminate automatically at the expiration of this Agreement; if the Resident resigns, or is terminated from the UTHSCSA's residency training program.

5.02 The HEALTH SYSTEM hereby grants the Resident an annual stipend of **SALARY** payable in twenty-six (26) bi-weekly pay periods. The stipend will be subject to all withholding requirements imposed by federal or state law.

5.03 The HEALTH SYSTEM agrees to provide the Resident the following benefits:

- | (a) | Paid leave time   | <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 HEALTH SYSTEM 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 HEALTH SYSTEM rotations.   |                   |                         |

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

5.05 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.

5.06 Questions or concerns regarding HEALTH SYSTEM benefits should be referred to the Director, Professional Staff Services, for clarification or resolution.

### **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 HEALTH SYSTEM's Professional Staff Services, the return of the identification badge, keys and HEALTH SYSTEM property, 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 UTHSC property.

### **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.

### **CERTIFICATION AND REGULATORY COMPLIANCE**

8.01 Resident shall comply, and upon request, shall submit evidence of such compliance, with all state and federal certifications, regulations, or licensure requirements pertaining to the services provided hereunder, including, but not limited to, applicable rules, policies, procedures and requirements of the Joint Commission. Evidence of such compliance shall be submitted to HEALTH SYSTEM consistent with Joint Commission standards.

Resident agrees to give immediate notice to HEALTH SYSTEM in the case of suspension or revocation, or initiation of any proceeding that could result in suspension or revocation, of licensure or of any circumstances that would cause Resident to be noncompliant with any such statutes, rules, regulations, standards, or directives.

### **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 the HEALTH SYSTEM 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 HEALTH SYSTEM 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 the HEALTH SYSTEM 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 HEALTH SYSTEM and with all federal and state laws and regulations regarding patient and medical record confidentiality.

### **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.

### **REPORT OF FRAUDULENT ACTIVITIES**

11.01 Resident understands and acknowledges that s/he has an affirmative duty to report to the HEALTH SYSTEM Integrity Office any suspected or known "fraudulent activities" that may come to his/her attention and to comply with HEALTH SYSTEM's Integrity Standards which can be found on the HEALTH SYSTEM's intranet website. "Fraudulent Activities" shall have the same meaning as defined in HEALTH SYSTEM Policy No. 2.10 "Fraud" as may be revised or amended from time-to-time. A copy of Policy No. 2.10 shall be available from the Purchasing Department or the Integrity Office on the 1st Floor of University Hospital. Resident may at his/her option choose to report Fraudulent Activities through the Integrity Hotline 1-877-225-7152 or to any other governmental entity.

### **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.

### **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

**UNIVERSITY HEALTH SYSTEM:**

\_\_\_\_\_  
GEORGE B. HERNANDEZ, JR.  
President/Chief Executive Officer

\_\_\_\_\_  
LOIS L. BREADY, M.D.  
Associate Dean for Graduate Medical Education



UNIVERSITY  
HEALTH SYSTEM