

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

GRADUATE MEDICAL/ORAL AND MAXILLOFACIAL SURGERY EDUCATION AGREEMENT

This Graduate Medical/Oral and Maxillofacial Surgery 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/oral and maxillofacial surgery education program (hereinafter call the “Program”) which has been accredited by and meets the standards of an approved training program established by the Commission on Dental Accreditation (CODA);

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

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

WHEREAS, the HEALTH SYSTEM, as a Major Participating institution in the 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 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 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: ORAL MAXILLOFACIAL SURGERY 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/oral and maxillofacial surgery 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/oral maxillofacial surgery, 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 Commission on Dental Accreditation (CODA) and are contained in the Program’s Policies and Procedures Manual. UTHSCSA shall provide a copy of the Program Policies and Procedures 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 oral and maxillofacial surgery educational policies. The Resident agrees to become familiar with and to be bound by the

graduate oral and maxillofacial surgery education policies contained in the Program Policies and Procedures 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.

2.06 Conditions of re-appointment, non-renewal of contract, and non-promotion are described in the Program Policies and Procedures Manual.

RESIDENT'S RESPONSIBILITIES

3.01 The Resident hereby commits to provide quality medical and oral and maxillofacial surgery care commensurate with his/her level of training and to be bound 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 physician in training permit, exception tracking number, and/or license to practice medicine/oral and maxillofacial surgery, as well as other rules and regulations of the Texas State Board of Dental Examiners. If Resident's physician in training permit, and/or exception tracking number and/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

- (b) To continue and advance in the program, the Resident must provide quality medical/oral and maxillofacial surgery 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/oral and maxillofacial surgery education and application of cost containment measures in the provision of patient care;
 - (3) participation in the educational activities of the 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, Program Policies and Procedures Manual, established HEALTH SYSTEM policies, and those of the 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 CODA. 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 CODA.

4.02 UTHSCSA, through the Program Director, and in accordance with the policies in the Program Policies and Procedures 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 Program Director in accordance with CODA 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 CODA 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 Program Policies and Procedures 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 Program Director.

HEALTH SYSTEM RESPONSIBILITIES

5.01 In support of the UTHSCSA'S Program, the HEALTH SYSTEM provides stipends and benefits to Residents enrolled in UTHSCSA'S 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 Program Policies and Procedures Manual | | |
| (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/ORAL AND MAXILLOFACIAL SURGERY EDUCATION

6.01 UTHSCSA'S approval of a Certificate of Graduate Medical/Oral and Maxillofacial Surgery 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 department offices and return 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 ("TJC"). Evidence of such compliance shall be submitted to HEALTH SYSTEM consistent with TJC 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 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 of 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 program and in 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 that 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 Professional Staff Services 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 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 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 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
Program Director

UNIVERSITY HEALTH SYSTEM:

THERESA SCEPANSKI
Vice President, Organizational Development
For
GEORGE B. HERNANDEZ, JR.
President/Chief Executive Officer

WILLIAM DOGE, D.D.S.
Associate Dean for Graduate Dental Education