TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER
EL PASO

GRADUATE MEDICAL EDUCATION AGREEMENT OF APPOINTMENT

2022-2023

(Transmountain Campus)

This AGREEMENT is between TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO (TTUHSCEP), a public institution of higher education in the State of Texas, on behalf of its Paul L. Foster School of Medicine (PLFSOM), and _____ (Resident/Fellow). Both TTUHSCEP and Resident/Fellow are also referred to herein as "Party" or collectively as "Parties".

WHEREAS, the Resident/Fellow meets the eligibility qualifications established by the Accreditation Council for Graduate Medical Education (ACGME) or applicable accrediting body and TTUHSCEP;

WHEREAS, TTUHSCEP has offered and the Resident/Fellow has accepted an appointment in the applicable TTUHSCEP training program, which has been accredited by ACGME or applicable accrediting body; and

WHEREAS, TTUHSCEP is willing to train and employ the Resident/Fellow provided that the Resident/Fellow remains in good standing in the training program and otherwise complies with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

Terms and Conditions

1. ***Appointment***. Subject to the terms and conditions set forth in this Agreement, Resident/Fellow hereby accepts appointment as a Resident/Fellow in the TTUHSCEP Department of _____ at the Program Graduate Year ___ Level.
    a. Licensure/Permits/Credentialing. The training program is responsible for paying the cost of the Texas Physician in Training (PIT) permit. Trainee is responsible for submitting the TMB application for PIT permit processing. This Agreement is CONDITIONAL upon the timely and successful completion of all requirements of the TMB to obtain a postgraduate PIT or Medical License, where applicable. Resident/Fellow **will not be allowed** to begin work **nor receive pay or benefits** until his/her PIT or Medical License has been received by the TTUHSCEP Graduate Medical Education (GME) Office. Resident/Fellow must also 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 TTUHSCEP and other participating institutions, if applicable. In the event Resident/Fellow has failed to meet any of the Licensure/Permit/Credentialing requirements set forth in this section within thirty (30) days from commencement of their employment start date, will render this agreement void and an automatic withdrawal of the offer of appointment.
    b. Licensing Exams. Resident/Fellow is responsible for meeting the Step 3 or COMLEX Level 3 requirements as indicated in the GME Step/Level 3 Policy.. The policies are available at http://elpaso.ttuhsc.edu/fostersom/gme/policies_procedures.aspx.
    c. Criminal Background Check. Resident/Fellow will be required to undergo and satisfactorily complete a criminal background check that establishes if he/she is eligible for clinical training in accordance with TTUHSCEP Operating Policy (OP) 10.20 – "Criminal Background Checks for Students, Residents and Trainees" http://elpaso.ttuhsc.edu/opp/_documents/10/op1020.pdf .
    d. The above conditions and any and all additional requirements specified by TTUHSCEP and PLFSOM GME Policies and Procedures and the applicable department must be met ***prior to*** assuming duties at TTUHSCEP, but ***no later than*** the beginning date of the term

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of this appointment. Failure to satisfy any or all requirements prior to the indicated start date will either: (1) prevent Resident/Fellow from being appointed, i.e., result in Resident/Fellow's training Agreement being deemed ***null and void***; or, (2) upon approval of the Program Director and Designated Institutional Official, may necessitate a ***change in the start date*** of the term of appointment, thus delaying the commencement of salary and benefits. If at some time subsequent to beginning a residency or fellowship program it is learned that qualifications have not been met, or Resident/Fellow is not promoted to the next program year, TTUHSCEP will deem this Agreement ***null and void***. In the event Resident/Fellow, for whatever reason, is unable to meet the requirements for practicing medicine at any of the affiliated hospitals or other participating institutions, this Agreement shall likewise be deemed ***null and void***.

2. ***Term; Duration of Appointment***. This Agreement is for a 12-month period beginning on _____and ending on_____.

3. ***Salary***. Resident/Fellow shall receive an annual salary of $_____for the term of this Agreement, to be paid monthly. Payment will be inclusive from the first day to the last day of the current month. Salary payments shall be subject to federal withholding taxes and any other applicable taxes. Resident/Fellow acknowledges that the compensation amounts stipulated are subject to change on an annual basis at the sole discretion of TTUHSCEP. If any salary increase occurs, it will take place at the start of the next academic cycle, for example July 1 of each year **or** at the anniversary of the Resident's/Fellow's start date if the Resident/Fellow is off-cycle.

4. ***Policies and Bylaws.*** Resident/Fellow will abide by the policies, rules and regulations of TTUHSCEP, to include, but not limited to the TTUHSCEP PLFSOM Operating Policies and Procedures, GME Standard Policies and Procedures, and the applicable policies and procedures of the affiliated hospital(s) or clinic(s) to which the Resident/Fellow is assigned. Resident/Fellow acknowledges the PLFSOM GME Policies and Procedures are accessible on the TTUHSCEP GME website at https://elpaso.ttuhsc.edu/fostersom/gme/policies_procedures.aspx. The terms of the PLFOSM GME Policies and Procedures, the TTUHSCEP PLFSOM Operating Policies and Procedures (available at http://elpaso.ttuhsc.edu/opp/), and the Texas Tech University System Regents' Rules (available at http://www.texastech.edu/board-of-regents/regents-rules.php), as may be amended from time to time, will govern any and all terms and conditions of employment not specifically addressed in this Agreement, including accommodations for Resident/Fellow's with disabilities and sexual and other forms of harassment.

5. ***Resident/Fellow Training Responsibilities***. Resident/Fellow will be expected to assume and perform the educational and clinical responsibilities as set forth in the departmental program's policies and requirements based on PGY Level, patient safety, trainee education, severity and complexity of patient/illness and availability of support services, including but not limited to the following:
    a. Provide patient care, under supervision, that is compassionate, appropriate, and effective for the promotion of health, prevention of illness, treatment of disease, and at the end of life and commensurate with his/her level of advancement and responsibility.
    b. Demonstrate interpersonal and communication skills that enable him/her to establish and maintain professional relationships with patients, patients' families, and other members of health care teams.
    c. Inform patients (and patients' families) of his/her respective role in each patient's care.
    d. Demonstrate behaviors that reflect a commitment to continuous professional development, ethical practice, and understanding and sensitivity to diversity and a responsible attitude toward his/her patients, profession and society.

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e. Demonstrate an understanding of the contexts and systems in which health care is provided and the ability to apply this knowledge to improve and optimize health care. This will require developing an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and how to apply cost containment measures in the provision of patient care.
f. Participate on institutional and hospital committees and councils whose actions affect Resident/Fellow education and/or patient care. The Resident/Fellow will be expected to participate in the evaluation of the quality of education provided by the residency/fellowship program and in the evaluation of teaching faculty.
g. Participate in an educational program regarding physician impairment, including substance abuse, sleep deprivation, alertness management, and fatigue mitigation.
h. Exercise utmost good faith with respect to maintaining the confidentiality of information and materials learned or acquired by virtue of providing services pursuant to this Agreement, including but not limited to, medical peer review committee information, confidential student information, Protected Health Information, and the business affairs of TTUHSCEP and any participating hospital or healthcare facility site.
i. Comply with HIPAA regulations regarding protected health information or PHI.
j. Maintain a valid Physician In-Training (PIT) permit or Texas Medical License (if trainee opts to obtain one instead) at all times in accordance with the laws and regulations of the State of Texas.

6. ***Training Experience***. TTUHSCEP PLFSOM agrees to provide a training experience that meets the standards set forth in the "Common Program Requirements" and specific "Program Requirements" as approved by the Accreditation Council for Graduate Medical Education (ACGME) http://www.acgme.org/acgmeweb/ or any other accrediting body as applicable to the particular training program. The policy on supervision of the Resident/Fellow by faculty is provided in the PLFSOM GME Policies and Procedures "Supervision & Accountability Policy" at http://elpaso.ttuhsc.edu/fostersom/gme/policies_procedures.aspx. The policy on evaluations of Resident/Fellow performance is provided in PLFSOM GME Policies and Procedures "Evaluation of Trainee Performance" at http://elpaso.ttuhsc.edu/fostersom/gme/policies_procedures.aspx.

7. ***Assignments***. The Annual Rotation Schedule of Residents/Fellows is dictated by the Program Director in compliance with the educational needs of the trainee's curriculum.

8. ***Non-Renewal***
PGY appointments are made on a yearly basis with the expectation that residents will achieve the development of the skills, knowledge, and attitudes required to enter the unsupervised practice of medicine; and establish a foundation for continued professional growth. A complete copy of the Non-Renewal policy is located at http://elpaso.ttuhsc.edu/fostersom/gme/policies_procedures.aspx.

9. ***Non-Promotion***
The Program Director may decide not to advance Resident/Fellow to the next PGY level at the end of his/her Graduate Medical Education Agreement of Appointment period. A complete copy of the Non-Promotion Policy can be located at http://elpaso.ttuhsc.edu/fostersom/gme/policies_procedures.aspx.

10. ***Termination of Agreement***. TTUHSCEP reserves the right to terminate this Agreement for cause. Resident's/Fellow's dismissal from the training program will result in the immediate termination of this Agreement. Examples of misconduct that would be cause for immediate suspension without pay and other disciplinary action, up to and including dismissal from the training program include but are not limited to:
    a. Possession, manufacturing, dispensing, use, or sale of illegal drugs or alcoholic beverages on property of TTUHSCEP or a participating institution;

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b. Unauthorized possession of property of TTUHSCEP or a participating institution, or property of an employee, patient or visitor of such institutions;
c. Harassment, including physical, verbal, and/or sexual, of any individual associated with TTUHSCEP or a participating institution, including but not limited to, any patient, visitor, or employee of TTUHSCEP or a participating institution;
d. Assault or fighting on property of TTUHSCEP or a participating institution;
e. Possession of firearms, dangerous weapons, or explosives on TTUHSCEP property, unless the individual has TTUHSCEP written approval for such possession in the performance of his/her job or such possession is permitted by Texas law and TTUHSCEP policy;
f. Gross negligence or willful indifference that jeopardizes the life and/or welfare of another individual or produces significant financial loss to TTUHSCEP;
g. Disclosing information of a confidential nature to unauthorized persons, or any action that is a breach of professional ethics;
h. Falsification of employment application, time and attendance reports, medical records, production reports, or other TTUHSCEP records and reports;
i. 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;
j. 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;
k. Failure to maintain proper or professional decorum in the workplace;
l. Performance of illegal acts on TTUHSCEP or participating institution property resulting, or potentially resulting, in criminal prosecution;
m. Failure to maintain up-to-date immunizations;
n. Failure to comply with mandatory training;
o. Failure to hold a valid Texas Medical License or PIT; and
p. Failure to maintain valid work authorization to work in the United States through loss of appropriate visa status or other U.S. Department of Citizenship and Immigration Services (CIS) work authorization, or failure to demonstrate ECFMG certification or certification from other similar authoritative bodies.

This agreement may also be terminated at any time by the mutual consent of both Parties and will automatically terminate upon the Resident's/Fellow's death.

11. ***Clinical and Educational Work Hours and Moonlighting***. Resident/Fellow clinical and educational work hours are promulgated by the ACGME and are described in the PLFSOM GME Policies and Procedures at http://elpaso.ttuhsc.edu/fostersom/gme/policies_procedures.aspx. Resident/Fellow is required to participate in and comply with the clinical and educational work hours documentation system in place within his/her training program, as well as, TTUHSCEP and must provide the required documentation for each rotation on a timely basis. The reporting of and compliance with all clinical and educational work hours standards must be honest and accurate. **Internal Moonlighting** is not mandatory. Internal moonlighting is only allowed after the PGY-1 level and requires written authorization by the program director. Time spent in internal moonlighting is to count in calculating clinical and educational work hours for the rotation during which the internal moonlighting occurs.
Pursuant to the GME **External Moonlighting** (Outside Remunerative Activities) policy, Resident/Fellow may engage in external moonlighting during his/her ***unassigned*** clinical and educational work hours contingent upon the applicable program director's written approval. External Moonlighting activities will count towards the ACGME 80-hour per week rule. In addition, pursuant to said policy, it is the Resident/Fellow's responsibility to: (1) have an independent license for the practice of medicine (Resident/Fellow may not use a PIT permit); (2)

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procure and maintain his/her professional liability for such moonlighting as no professional liability insurance will be provided by TTUHSCEP for those activities; and (3) not display or communicate to patients or patients' families his/her education affiliation with TTUHSCEP or his/her training program while functioning as a private physician.

12. ***Duty to Disclose*.** Resident/Fellow has an affirmative duty and agrees to disclose to the Program Director immediately, i.e., no later than forty-eight (48) hours of learning such fact, any information, current or past, that could affect eligibility for, or status regarding, a Texas Medical License or PIT, ***prior to*** beginning the residency program. In the event information is learned during the course of a residency or fellowship which could affect a PIT permit or license, Resident/Fellow must inform the Program Director immediately, i.e., no later than forty-eight (48) hours. Such information may include, but is not limited to: the opening of an investigation or disciplinary action taken against Resident/Fellow by any licensing law enforcement entity; an arrest, fine (over $250), charge or conviction of a crime, indictment, imprisonment, placement of probation, or receipt of deferred adjudication; diagnosis or treatment of a physical, mental or emotional condition, which may impair Resident's/Fellow's ability to perform the essential functions of a physician in training or practice medicine; inability to secure necessary visa clearance, as applicable; notification of any claim, notice , or legal action related to their license or current training, or any incident involving moral turpitude of Resident/Fellow. Otherwise, Resident/Fellow acknowledges and certifies that he/she is able to perform the essential functions of a physician in training.

13. ***Ethics*.** Resident/Fellow will adhere to the American Medical Association's "Principles of Medical Ethics", which is incorporated herein by reference: https://www.ama-assn.org/delivering-care/ama-principles-medical-ethics

14. ***Certificate of Completion***. If Resident/Fellow fulfills all training requirements for certification and discharge to the satisfaction of the Program Director, and receives final clearance through the TTUHSCEP Office of Graduate Medical Education, TTUHSCEP will issue a certificate of completion. However, TTUHSCEP reserves the right to withhold the certificate of completion until Resident/Fellow is in full compliance with all rules, regulations, personnel policies of TTUHSC EP, pays any and all money due, returns all TTUHSCEP property, and completes all medical records.

15. ***Benefits***. No benefits accrue to Resident/Fellow other than those specified or referred to in this Agreement, the TTUHSCEP Operating Policies and Procedures, or the PLFSOM GME Policies and Procedures, some of which are included below. The GME Policies and Procedures are located at https://elpaso.ttuhsc.edu/fostersom/gme/policies_procedures.aspx.
    a. Medical, Disability, and Dental Insurance. TTUHSCEP will provide Resident/Fellow and his/her legal, eligible dependents access to medical, dental, and disability group health insurance pursuant to TTUHSCEP policies and procedures.
    b. 403(b) Tax Deferred Annuity: Resident/Fellow may elect to participate in the Tax Deferred Annuity (403(b) program. Participation is on a voluntary basis.
    c. Leave Time. Resident/Fellow will be eligible for leave as indicated in the PLFSOM GME Policies and Procedures Leave Time Policy located at http://elpaso.ttuhsc.edu/fostersom/gme/policies_procedures.aspx.
    d. Uniform. Trainee will be provided lab coats and instructions on laundry services. Resident/Fellow shall pay for the replacement of or repair to any lost or damaged lab coat. In the event, a resident/fellow is issued any equipment by his/her department the resident/fellow will be responsible for the replacement of or repair to any lost or damaged equipment.
    e. No Housing. TTUHSCEP does not provide assistance for locating housing nor does TTUHSCEP provide on campus housing quarters.

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f. Sleep/Rest Facilities. The program, in partnership with its Sponsoring Institution, must ensure safe, quiet, clean, and private sleep/rest facilities are available and accessible for residents with proximity appropriate for safe patient care.

g. Meals. A meal allowance will be provided when Resident/Fellow is on duty. This allowance is exclusively provided for personal access to meals during working hours. It is not intended for use after clinical and educational work hours. Affiliated hospitals and other participating institutions maintain protocols for the provision of meals.

h. Parking. Resident/Fellow will have free parking in a designated residency parking area at the affiliated hospital and will be subject to the parking rules.
Resident/Fellow will be provided with a parking sticker and will be subject to the parking rules of TTUHSCEP as well as the affiliated hospital or other participating institutions to which he/she is assigned.

i. Professional Liability Insurance. Professional liability insurance is provided through the Texas Tech University System Medical Liability Self-Insurance Plan, at no cost to Resident/Fellow. This insurance covers Resident/Fellow when performing assigned duties during Resident's/Fellow's training program at TTUHSCEP. Such coverage is valid at affiliated hospitals and other participating institutions to which Resident/Fellow is assigned. Occurrence coverage for medical malpractice begins on the effective date of the Texas Medical Board institutional permit. Medical malpractice covers $100,000 per claim and $300,000 aggregate. Professional liability insurance will cover any lawsuits during your years of training and beyond.
Resident/Fellow will be required to purchase professional liability for any elective out of state rotations. Professional liability insurance does NOT cover any outside professional activities, i.e. "moonlighting".

j. Resident/Fellow Support Services. TTUHSCEP has a Resident/Fellow Assistance Program (RAP) to offer counseling services to Resident/Fellow and/or trainee's eligible family members.

Resident/Fellow acknowledges that the benefits above are subject to change by TTUHSCEP and terminate at the expiration of this Agreement or upon termination or resignation of Resident/Fellow.

16. ***Essential Functions of Job***. Resident/Fellow acknowledges he/she is able to perform the essential functions of a physician in training and will immediately, and in no event later than forty-eight (48) hours, notify his/her Program Director of any condition or event including, but not limited to, substance abuse, disability, or physical, emotional, mental impairment, temporary or permanent, of any kind, which might in any way, and in the judgment of TTUHSCEP, compromise or affect training, patient care, or safety to self or others.

17. ***Release of Information***. Resident/Fellow agrees to release educational and training information to TTUHSCEP by executing the "Authorization for Release of Information", which is provided in a separate document.

18. ***Medical Records***. Resident/Fellow will complete in a timely manner all medical records on each patient treated and will maintain the confidentiality of such records as required by federal, state, and local laws and regulations. Resident/Fellow acknowledges that failure to complete medical records in a timely manner as stipulated in the GME Policies and Procedures and/or the participating institution's policies may result in disciplinary action, up to and including dismissal from the training program.

19. ***Discrimination.*** Resident/Fellow acknowledges that formal charges of discrimination based on sex, race, national origin, religion, age, disability, protected veteran status, genetic information, or other

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protected categories, classes, or characteristics, shall be filed in accordance with the TTUHSCEP Operating Policies and Procedures (HSC OP 51.02, Non-Discrimination and Anti-Harassment Policy and Complaint Procedure for Violations of Employment and Other Laws) http://elpaso.ttuhsc.edu/opp/_documents/51/op5102.pdf.

20. ***Harassment.*** Resident/Fellow acknowledges that TTUHSCEP does not tolerate sexual or other forms of harassment by and/or directed at Residents/Fellows at TTUHSCEP or any participating institution. Resident/Fellow acknowledges and agrees that he/she is subject to the policies and procedures outlined in the TTUHSCEP Operating Policies concerning sexual and other forms of harassment (HSC OP 51.03, Sexual Harassment, Sexual Assault, Sexual Misconduct, and Title IX Policy and Complaint Procedure) http://elpaso.ttuhsc.edu/opp/_documents/51/op5103.pdf.

21. ***Grievances***. Should Resident/Fellow have a grievance concerning his/her Residency Program or TTUHSCEP, a complete copy of the Grievance Policy is located in the GME Policies and Procedures http://elpaso.ttuhsc.edu/fostersom/gme/policies_procedures.aspx.

22. ***Waiver***. The failure of either Party to insist, in any one or more instance, upon the strict performance of any terms or conditions of this Agreement by any other party shall not be construed as a waiver or relinquishment for the future of any such term or condition, but shall continue in full force and effect.

23. ***Severability.*** If any provision of this Agreement or the application thereof to any person or circumstance is found to be illegal, invalid or void by a court of competent jurisdiction under any applicable law, it shall be severable, the remaining provisions of this Agreement shall not be impaired, and this Agreement shall be interpreted as far as possible so as to give effect to its stated purpose.

24. ***Assignment***. Neither Party may assign his/her/its rights or obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment by either Party will be null and void and of no force or effect.

25. ***No Third Party Beneficiaries***. Nothing in this Agreement, express or implied, is intended or will 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.

26. ***Governing Law; Venue***. This Agreement shall be interpreted, governed, and construed in all respects under the laws of the State of Texas. Venue will be in the state or federal courts of El Paso County, Texas.

27. ***Amendment.*** This Agreement may be amended only by a written amendment signed by both Parties.

28. ***Divisions, Titles, Headings.*** The division of this Agreement into articles, sections, subsections, paragraphs, and subparagraphs, and the use of titles, headings, and captions in connection therewith are solely for convenience only, and will not affect in any way the meaning or interpretation of this Agreement. Any conflict between the titles, headings, captions and text will be resolved in favor of the text.

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29. ***Force Majeure*.** Neither Party will be liable nor be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, disasters, strikes, or any similar cause beyond the control of the Parties.

30. ***Notices*.** Any notice required under this Agreement will be in writing and will be deemed given, if delivered, in person or by United States certified mail, return receipt requested, and addressed to the Program Director.

31. ***Entire Agreement***. This Agreement contains the entire agreement between the Parties hereto, and there are no other agreements, representations or warranties between the Parties other than those set forth herein. No oral statements or prior written materials not specifically incorporated herein shall be of any force or effect. This Agreement supersedes any previous understanding between the Parties, oral or otherwise.

32. ***Signature Required***. This Agreement will be considered binding when signed by all Parties. However, Resident/Fellow will not receive any portion of his/her salary or other benefits until all requirements, as outlined hereinabove, have been met.

RESIDENT/FELLOW	**DATE**	**PRESIDENT/DEAN**	**DATE**

Reviewed and acknowledged by:

PROGRAM DIRECTOR	**DATE**	**DEPARTMENT CHAIR**	**DATE**

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