

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
PAUL L. FOSTER SCHOOL OF MEDICINE
GRADUATE MEDICAL EDUCATION PROGRAM AGREEMENT OF APPOINTMENT**

Residency programs in graduate medical education are under the aegis of the Paul L. Foster School of Medicine and are accredited by the Accreditation Council for Graduate Medical Education (ACGME).

This AGREEMENT is between **TEXAS TECH HEALTH SCIENCES CENTER Paul L. Foster School of Medicine (“TTUHSC-PLFSOM”)** and _____ (“RESIDENT”) and is entered into on **July 1, 2010**, the term of which will expire in one year, i.e., **June 30, 2011**. The TTUHSC-PLFSOM, Department of _____, hereby offers a residency training position at the Program Graduate Year (**PGY**)- level at a salary of \$ _____. Accepting this offer by signing this document constitutes a fully executed AGREEMENT.

APPOINTMENT

Appointment to the Texas Tech University Health Sciences Center-Paul L. Foster School of Medicine is contingent upon timely and successful completion of *all* requirements of the Texas Medical Board (“TMB”) to obtain a Physician in Training (“PIT”) permit or medical license, as applicable, *and* any additional requirements specified by the institutional graduate medical education office and the applicable department *prior to* assuming duties at TTUHSC-PLFSOM as indicated by the start date of the term of this appointment. Failure to satisfy *all* requirements prior to the indicated start date could result in a change in the start date of the term of appointment and delay the commencement of salary and benefits *or* the withdrawal of the offer of appointment into the residency program.

RESIDENT has an affirmative duty to immediately disclose any information to the Residency Program Director that has, in the past, or that could presently affect eligibility for a PIT permit or medical license from TMB prior to the beginning of the residency program. Such information may include, but is not limited to: the opening of an investigation or disciplinary action taken against you by any licensing entity other than the TMB; an arrest, fine (over \$100), 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 has impaired RESIDENT’S ability to practice medicine; inability to secure necessary visa clearance, as applicable; or any incident involving moral turpitude of RESIDENT. Otherwise, RESIDENT acknowledges that he/she is able to perform the essential functions of a physician in training. If at some time subsequent to beginning a residency program, it is learned that qualifications including but not limited to RESIDENT’S medical school educational curriculum have not been met, TTUHSC-PLFSOM will deem this AGREEMENT null and void. This AGREEMENT shall likewise be deemed null and void in the event RESIDENT, for whatever reason, is unable to meet the requirements for practicing medicine at any of the affiliated hospitals and other participating institutions.

RESIDENT agrees to release educational and training information to TTUHSC-PLFSOM by executing the *Authorization for Release of Educational Information* (Attachment 1)

RESIDENT RESPONSIBILITIES

RESIDENT will be expected to assume and perform the following responsibilities:

1. Develop and utilize a personal plan of self study and professional growth with guidance from the residency program teaching faculty.
2. Demonstrate knowledge of established and evolving biomedical, clinical and social sciences, *and* the application of that knowledge to patient care and the education of others through full participation in the educational and scholarly activities of his/her program, and as required, assume responsibility for teaching and supervising other residents and students.
3. 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.

4. Use scientific evidence and methods to investigate, evaluate and improve patient care practices.
5. 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.
6. 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.
7. 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.
8. Participate in institutional programs and activities involving the teaching faculty and other medical staff and adhere to established practices, procedures and policies of the Graduate Medical Education Program. The RESIDENT is also subject to the TTUHSC Operating Policies as well as the applicable Medical Staff Bylaws, policies and procedures of the affiliated hospital(s) and other participating institution(s) to which he/she is assigned. The RESIDENT shall also adhere to the American Medical Association Principles of Medical Ethics which is incorporated herein by reference. (Attachment 2)
9. Participate on institutional and hospital committees and councils whose actions affect resident education and/or patient care. The RESIDENT will be expected to participate in the evaluation of the quality of education provided by the residency program and in the evaluation of teaching faculty.
10. Participate in an educational program regarding physician impairment, including substance abuse, fatigue and sleep deprivation.

The schedule of assignments of RESIDENT is controlled by the Program Director of the department appointing the RESIDENT and may be subject to the approval of the Department Chair.

TTUHSC-PLFSOM agrees to provide a training experience that meets the standards set forth in the "Common Program Requirements" and specific "Program Requirements" and approved by the Accreditation Council for Graduate Medical Education ("ACGME"). RESIDENT agrees to provide uninterrupted service to TTUHSC-PLFSOM to the best of his/her ability. RESIDENT 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 and Department Chair of any condition or event, including substance abuse, disability, physical, emotional or mental impairment, temporary or permanent, of any kind, which might in any way and in the judgment of TTUHSC-PLFSOM compromise or affect training, patient care or safety to self or others.

DUTY HOURS

RESIDENT duty hours are regulated by the ACGME. RESIDENT is required to participate in the duty hour documentation system in place within his/her training program and must provide the required documentation of duty hours worked for each rotation on a timely basis as well as demonstrate compliance with all other duty hours standards as specified by the ACGME.

EVALUATION

The Program Director and members of the teaching faculty and staff shall formally evaluate the knowledge, skills and professional progress of the RESIDENT via a written summation of the strengths and weaknesses of RESIDENT'S performance with a detailed plan for improvement, as appropriate, at least semi-annually. All written evaluations will be maintained in the program's departmental file with a review of same made available to the RESIDENT upon request. RESIDENT will be granted the right to present his/her views

and any extenuating circumstances during this academic/performance review process. Formative evaluation through verbal or written communication will occur throughout the training period.

CONDITIONS FOR REAPPOINTMENT

PGY appointments are made on a yearly basis with, the expectation that continuation within the one year appointment and yearly reappointment throughout the duration of the residency training period will be based upon evidence of satisfactory progress in professional growth and scholarship and the availability of training positions. Should RESIDENT plan not to continue in the succeeding year(s) of his/her training program he/she must notify the Program Director in writing four (4) months prior to the ending date of the current agreement.

The Program Director may decide not to advance RESIDENT to the next PGY level at the end of his/her Graduate Medical Education Agreement of Appointment period. This decision may be based upon RESIDENT'S failure to meet the requirements to be advanced to the next PGY level as determined by the Program Director. Should this be the case, RESIDENT may be offered a Graduate Medical Education Agreement of Appointment for less than twelve (12) months. This period of time will generally be used by the Program Director to assess whether RESIDENT can correct any identified deficiencies. RESIDENT shall receive written notice (by certified mail, Return Receipt Requested, **or** hand delivery with written acknowledgement of receipt) from the Program Director four (4) months prior to the ending date of the current AGREEMENT if a decision is made not to advance **or** not to renew RESIDENT'S Agreement of Appointment. If the primary reason(s) for the non-advancement or non-renewal of the AGREEMENT occurs within the four months prior to the end of the AGREEMENT, RESIDENT will receive written notice as circumstances reasonably allow prior to the end of the AGREEMENT period. The decision not to advance **or** not to renew RESIDENT'S Agreement of Appointment may be appealed following the protocol specified in the current Graduate Medical Education Institutional Handbook of Policies and Procedures.

GRIEVANCE PROCEDURES AND DUE PROCESS

It is expected that RESIDENT who qualifies for a residency training program is able to progress satisfactorily through the program. However, when performance and/or progress is/are not satisfactory, actions of an adverse or disciplinary nature can be taken by the program. These actions, in addition to those previously identified in this AGREEMENT, include observation, probation, suspension, and dismissal. Each of these actions, as well as the policy and procedure that should be followed to grieve any adverse action, is described in detail in the Graduate Medical Education Institutional Handbook of Policies and Procedures. In addition, the process for the adjudication of resident complaints and grievances related to the work environment or issues related to the program or faculty is also detailed in the Handbook.

BENEFITS

The benefits offered to RESIDENT during his/her appointment at TTUHSC-PLFSOM are described below. More in-depth information is provided in the Graduate Medical Education Institutional Handbook of Policies and Procedures.

Financial support: RESIDENT will be paid on a monthly basis. Payment will be inclusive from the first to the last day of the current month and will be by direct deposit. Notice of payment will be issued on the first regular business day of the following month. For tax purposes, remuneration to RESIDENT is considered salary by the Internal Revenue Service. In addition, the training program may also provide supplemental funds for books and professional travel as appropriate.

Insurance: Group Health Insurance coverage is provided by TTUHSC-PLFSOM for RESIDENT and his/her eligible dependents. Group health insurance is effective upon the first day of the contract period. If RESIDENT elects to enroll in a health plan other than the group plan, the entire cost shall be borne by RESIDENT. Professional courtesy discounts are strictly prohibited by TTUHSC-PLF SOM policy.

Disability Insurance, Term Life Insurance, Dental and Vision Coverage are also provided to RESIDENT by TTUHSC-PLFSOM as referenced in the Graduate Medical Education Institutional Handbook of Policies and Procedures.

RESIDENT is covered for injuries and exposures arising out of, and in the course of, his/her educational responsibilities which under contract with TTUHSC-PLFSOM (*nee* Workers' Compensation Insurance). **RESIDENT** must immediately notify his/her supervisor of any instance of injury or exposure immediately as described in detail in the Graduate Medical Education Institutional Handbook of Policies and Procedures.

As an employee of the Texas Tech University Health Sciences Center, RESIDENT'S professional liability coverage is provided through the TTUHSC Medical Self-Insurance Plan (the PLAN) pursuant to the authority granted to the Board of Regents by V.T.C.A., Education Code §59.02. This insurance will cover RESIDENT performing those duties assigned during his/her training program at TTUHSC. Such coverage will be valid at the affiliated hospital(s) and other participating institutions to which RESIDENT is assigned. This insurance also provides "tail" coverage in the event a claim is received or a suit is filed (in which RESIDENT is listed as a party to the action) after completion of the training program. This insurance provides coverage for internal moonlighting activities approved and counted by the Program Director toward required duty hours. This insurance does NOT cover professional activities related to external moonlighting. A pamphlet describing the Medical Self-Insurance Plan is available through the Office of Graduate Medical Education.

Leave: Leave is integrally conditioned upon each program's participation requirements for Board eligibility in terms of minimum time spent in the training program. TTUHSC provides leave benefits (e.g., vacation, sick leave, family and medical leave (FMLA), parental leave of absence, leave of absence, educational leave, funeral leave, court leave, military leave) as outlined in the Graduate Medical Education Institutional Handbook of Policies and Procedures; however, Board certification requirements shall take precedence, discretion resting with the program director in the context of departmental policy.

Lab Coats/Laundry: RESIDENT will be provided with lab coats by his/her training program and will receive instructions from same relative to laundry services.

On-call Quarters: When RESIDENT is required to take overnight call; a room will be available for his/her use. Information regarding usage of and access to call rooms will be provided by RESIDENT'S training program.

Meals: A meal allowance will be provided when RESIDENT in on-call. Each of the affiliated hospitals and other participating institutions maintains protocols for the provision of meals.

E-Mail Accounts: RESIDENT is required to use the TTUHSC-PLFSOM institutional e-mail address system as all official e-mail communication will be conducted via that system. Information regarding institutional e-mail accounts will be provided to RESIDENT during the Institutional Orientation.

Parking: RESIDENT will be provided with a parking sticker and will be subject to the parking rules of TTUHSC-PLFSOM as well as the affiliated hospital or other participating institution to which he/she is assigned.

No benefits accrue to RESIDENT other than those specified or referred to in this AGREEMENT, including, but not limited to, the Graduate Medical Education Institutional Handbook of Policies and Procedures and the TTUHSC Medical Self-Insurance Plan.

RESIDENT SUPPORT

TTUHSC-PLFSOM has an established **Resident Assistance Program** to offer counseling services to RESIDENT and/or his/her eligible family members. TTUHSC-PLFSOM will also provide necessary assistance and accommodation should RESIDENT have a documented disability requiring such.

RESIDENT is responsible for knowing the contents of and complying with the TTUHSC Policy for Evaluation and Treatment of Impaired Physicians or House Staff as provided in the Graduate Medical Education Institutional Handbook of Policies and Procedures (see Appendix A).

RESIDENT is also responsible for knowing the contents of and complying with the TTUHSC policies on “Sexual Harassment” (TTUHSC OP 70.14) and “Violence and Workplace Threats” (TTUHSC OP 76.08) which can be accessed on the TTUHSC website, <http://www.ttuhsu.edu/hsc/op/op70indx.htm> and <http://www.ttuhsu.edu/hsc/op/op76indx.htm>.

REDUCTIONS/CLOSURES

In the event TTUHSC-PLFSOM intends to reduce the size of RESIDENT’S program or close such program, TTUHSC-PLFSOM will inform RESIDENT at the earliest possible date. In the event of such reduction or closure, TTUHSC-PLFSOM will either allow RESIDENT to complete his/her education or assist RESIDENT in enrolling in an ACGME accredited program in which he/she can continue his/her education.

RESIDENT will not be required to sign a non-competition guarantee upon completion of training.

In the event any provisions of this AGREEMENT are held invalid, the remainder of this AGREEMENT shall not be affected by such invalidity.

This AGREEMENT shall not be considered binding until approved and signed by all parties, nor shall RESIDENT receive any portion of his/her salary until such signatures have been obtained.

_____ RESIDENT	_____ Date	_____ PROGRAM DIRECTOR	_____ Date
_____ DEPARTMENT CHAIR	_____ Date	_____ DEAN	_____ Date