

**PHYSICIANS' EDUCATIONAL FOUNDATION-SOUTH TEXAS HEALTH SYSTEMS
TEACHING ORGANIZATIONS OF THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER – SAN ANTONIO
205 E. TORONTO
MCALLEN, TX 78503**

GRADUATE MEDICAL EDUCATION AGREEMENT

This Graduate Medical Education Agreement is entered into by and between **The Physicians' Educational Foundation and South Texas Health System**, on behalf of the **University of Texas Health Science Center-SA** (hereinafter called "UTHSCSA"), and **Resident, M.D.**, the Family Medicine Resident (hereinafter called "**Resident**").

WITNESSETH

WHEREAS, UTHSCSA is the Sponsoring Institution of graduate medical education programs (hereinafter called "GME Program") which has been accredited by, and meets the standards of an approved training program established by the Accreditation Council for Graduate Medical Education ("ACGME"); and

WHEREAS, the PHYSICIANS' EDUCATIONAL FOUNDATION and SOUTH TEXAS HEALTH SYSTEM (hereinafter called PEF and STHS) , act as teaching organizations in McAllen, Texas for the UTHSCSA in conduction of graduate medical education; and

WHEREAS, the Resident meets the Resident eligibility qualifications established by the ACGME, UTHSCSA, and the PE and STHS; and

WHEREAS, PEF and STHS has offered, and the Resident has accepted, a Resident appointment in the Family Medicine Residency Program; and

WHEREAS, the PEF and STHS, participating organizations in the GME program are willing to permit the resident to train in PEF and STHS facilities or other authorized facilities, provided that the Resident remains a member in good standing in the PEF and STHS'S GME Program;

NOW THEREFORE, the parties hereby agree as follows:

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to establish the terms and conditions of the Resident's participation in the UTHSCSA's GME Program offered in McAllen by PEF and STHS.

RESIDENCY APPOINTMENT

- 2.01 Subject to the verification of the Resident's identity and legal authorization to perform the resident's responsibilities outlined in this agreement, the PEF and STHS hereby offer and the Resident hereby accepts the following residency appointment:

**UTHSCSA: DEPARTMENT OF FAMILY AND COMMUNITY MEDICINE
MCALLEN FAMILY PRACTICE RESIDENCY PROGRAM**

LEVEL: PGY III

FUNDING: PEF

- 2.02 The term of this agreement is for one (1) year period beginning **07/01/2008** and ending **06/30/2009**.
- 2.03 The appointment may be terminated by the PEF and STHS (UTHSCSA) at any time if Resident fails to comply with the Resident's Responsibilities or for failure to progress in medical knowledge or skills as determined by the Family Medicine Program (GME Residency Director).
- 2.04 The parties understand that the Resident performs tasks, namely the practice of medicine, the details of which STHS and authorized teaching facilities, do 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/. 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 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, and reduction in size or closure of the Residency Program. 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. 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 it's House Staff Manual.
- 2.06 Conditions of reappointment and non-renewal of contract are described in the GME Policy Manual .

RESIDENT'S RESPONSIBILITIES

- 3.01 The Resident hereby commits to provide quality medical care commensurate with the Resident's level of advancement and competence under the general supervision of the attending teaching staff. This includes:
- (a) participation in safe, effective, and compassionate patient care;
 - (b) developing an understanding of ethical, socioeconomic, and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in the provision of patient care;
 - (c) 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;
 - (d) participation in institutional committees and councils to which the Resident is appointed or invited;
 - (e) performance of duties in accordance with the Medical/Dental Staff Bylaws, PEF House Staff Manual, UTHSCSA's GME Policy Manual, established PEF and STHS policies and those of the GME Program, Clinical departments and other institutions to which the Resident is assigned; and
 - (f) compliance with all applicable state and federal laws including requirements for obtaining and maintaining a Resident in Training permit and/or a license to practice medicine, as well as other rules and regulations of the Texas State Board of Medical Examiners. If Resident's permit or license is allowed to lapse, this contract will terminate.

UTHSCSA'S RESPONSIBILITIES

- 4.01 UTHSCSA, through the PEF and STHS, will establish and maintain an organized educational program which provides guidance and supervision of the Resident, 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 of the ACGME.
- 4.02 UTHSCSA, through the McAllen Family Medicine Residency Program Director, and in accordance with the policies of the GME Policy Manual, shall evaluate the Resident on an annual 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 the Resident's review.
- 4.03 UTHSCSA, through the PEF and STHS will inform the Resident if an adverse accreditation action is taken against the UTHSCSA, or the McAllen Family Medicine Residency Program, by the ACGME in a reasonable period of time after the action is taken. Should the UTHSCSA begin the process of closing the resident program for accreditation reasons or for other reasons, the Resident will be informed at as early a date as possible according to the policies of the GME Policy Manual.
- 4.04 UTHSCSA, through The University of Texas System, provides each Resident with professional medical liability self-insurance coverage in the amounts of \$100,000 per claim and \$300,000 per aggregate. 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.

PEF RESPONSIBILITIES

- 5.01 In support of UTHSCSA's McAllen Family Medicine Residency Program, the PEF provides stipends and benefits to residents in good standing in the UTHSCSA GME program. Stipends and benefits are described in sections 5.02 and 5.03 terminate automatically at the expiration of this agreement or sooner if the resident resigns or is terminated from the Family Medicine Residency Program.
- 5.02 The PEF hereby grants the resident an annual salary of _____ payable in twenty-four (24) semi-monthly pay periods. The stipend will be subject to all withholding requirements imposed by federal or state law.
- 5.03 In addition, the PEF agrees to provide the Resident the following benefits:
 - (a)

	<u>FIRST YEAR</u>	<u>SECOND/THIRD YEAR</u>
(1) Vacation	10 days	15 days / yr.
(2) Sick leave	10 days	10 days / yr.
(3) Conference leave	None	5 days / yr.
(4) Personal leave	5 days	5 days / yr.
(5) Professional & parental leave as addressed in the GME Policy Manual		
(6) Nametags will be provided by PEF and are to be worn while on duty.		
(7) Pagers will be provided by PEF		
 - (b) Group life, health and disability insurance, effective July 1; (dependent coverage for health insurance at group rates is available at Resident's own expense).
 - (c) Workers' compensation coverage
 - (d) Motor vehicle parking within designated areas at PEF when assigned to Residency rotations .
- 5.04 All leave requests, including leave in excess of permitted days, must be submitted for the approval of the Program Director.
- 5.05 Questions or concerns regarding PEF benefits should be referred to the Residency Program Director for clarification or resolution.

STHS RESPONSIBILITIES

- 6.01 In support of UTHSCSA'S McAllen Family Medicine Residency Program, the STHS provides benefits to residents in good standing in the UTHSCSA GME program. Benefits are described in sections 6.02 and 6.04 and terminate automatically at the expiration of this agreement or sooner if the resident resigns or is terminated from the Family Medicine Residency Program .
- 6.02 Three white lab coats to be funded by STHS at no cost
- 6.03 Conditions on Call Quarters, Meals and Laundry.
- (a) Residents on call overnight at STHS will have access to assigned call rooms with computer, internet, and medical search access.
 - (b) Three meals will be provided by STHS to residents on in-house overnight call.
 - (c) Laundry service is for STHS scrub clothes only.
 - (d) Nametags will be provided by STHS and are to be worn while on duty.
 - (e) Motor vehicle parking within designated areas at STHS when assigned to Residency rotations.
- 6.04 Questions or concerns regarding PEF and STHS benefits should be referred to the Residency Program Director for clarification or resolution.

CERTIFICATE OF GRADUATE TRAINING

- 7.01 UTHSCSA's approval of a Certificate of Graduate Training for the Resident is conditional on
- (a) the recommendation and signature of the Program Director;
 - (b) final clearance by the resident through the PEF and STHS administrative offices, the return of all PEF and STHS pagers, keys, and property as well as completion and return of all available medical records.

GOVERNING LAW

- 8.01 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 be in Hidalgo County, Texas.

CERTIFICATION AND REGULATORY COMPLIANCE

- 9.01 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 on Accreditation of Healthcare Organizations ("JACHO"). Evidence of such compliance shall be submitted to PEF and STHS consistent with JCAHO standards. Resident agrees to give immediate notice to PEF and STHS in the case of suspension or revocation, or initiation of any proceeding that could result in suspension or revocation, of licensure or of any circumstance that would cause Resident to be noncompliant with any such statutes, rules, regulations, standards, or directives.

CONFIDENTIALITY

- 10.01 Resident acknowledges that in connection with the participation in the PEF and STHS's GME Program and services to be performed under this Agreement he/she may be acquiring and making use of certain confidential information of the PEF and STHS 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, the Resident shall not use the Confidential Information except in connection with the participation in the PEF and STHS's GME Program and the performance of services pursuant to this Agreement, or divulge the Confidential Information to any third party, unless the PEF and STHS consents in writing to such use or 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 PEF and STHS 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 in accordance with the formal policies and rules of the PEF and STHS and with all federal and state laws and regulations regarding patient and medical record confidentiality.

AMENDMENT

11.01 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 the 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 or 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

12.01 Resident understands and acknowledges that s/he has an affirmative duty to report to the PEF and STHS Compliance Officer any suspected or known “fraudulent activities” that may come to his/her attention.

NO THIRD PARTY BENEFICIARIES

13.01 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

14.01 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 _____, 200_____.

RESIDENT:

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
SAN ANTONIO; PHYSICIANS’
EDUCATIONAL FOUNDATION, INC.**

Resident, M.D.

Jesus Javier Naranjo, M.D., Program Director

SOUTH TEXAS HEALTH SYSTEM

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE UTHSCSA
AT SAN ANTONIO:**

Douglas Matney, Group Director

Lois L. Bready, M.D.
Dean for Graduate Medical Education

<Training Agreement revised April 2008>