

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

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 “**UT Health San Antonio**” and/or “**UT Health SA**”), «**FormalName**» (hereinafter called (“**Resident**”) and **the Bexar County Hospital District d/b/a University Health**, a political subdivision of the State of Texas, (hereinafter called “**UNIVERSITY HEALTH**”). 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, UT HEALTH SA, is an agency of the State of Texas and a component institution of the University of Texas System governed by the Board of Regents and is the Sponsoring Institution of graduate medical education program (hereinafter called “**GME Program**”) which 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 UT HEALTH SA; and

WHEREAS, UT HEALTH SA, has offered and the Resident has accepted a Resident appointment in the GME Program; and

WHEREAS, UNIVERSITY HEALTH, as a Major Participating Institution of the GME Program, which is not an institution of higher learning or an education institution, is willing to permit Resident to train in UNIVERSITY HEALTH facilities, and coordinate the benefits for applicable Resident, so long as the Resident remains enrolled as a trainee in the UT HEALTH SA’s GME Program;

NOWHEREFORE, the parties hereby agree as follows:

ARTICLE I – PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions for the Resident’s participation in the UT HEALTH SA’s GME Program at UNIVERSITY HEALTH’s facilities or other participating institution’s facilities.

ARTICLE II – RESIDENCY APPOINTMENT

2.01 Subject to the following:

- (a) verification of Resident’s identity and legal authorization to perform the Resident’s responsibilities outlined in this agreement;
- (b) graduation from medical school and obtaining original medical diploma and final transcript;
- (c) securing a Texas Medical Board license or permit to practice medicine;
- (d) completion of all onboarding documentation;
- (e) completion of all health screening with satisfactory outcomes, to include compliance with all vaccination requirements;
- (f) Satisfactory security background check;
- (g) If a graduate of an international medical school, ECFMG certification;
- (h) If not a U.S. citizen, lawful permanent resident, asylee, or refugee, appropriate visa status under GME policy;
- (i) Social security number;
- (j) Compliance with the requirements set forth in Section 3.01 and 4.06;
- (k) Supply University Health, Professional Staff Services, with a valid mobile phone number for on-call and contact purposes.

UT HEALTH SA hereby offers and Resident hereby accepts the following residency appointment:

DEPARTMENT/SECTION:
«PROVIDEREMPLOYMENT1Section»

PGY Level:
«PROVIDEREMPLOYMENT1WageStep»

FUNDING:
«ProviderEmployment1Fund»

2.02 The term of this appointment is one (1) year period beginning «ProviderEmployment1StartDate Date». Eligibility requirements for salary and benefits prior to the commencement of clinical activities are further outlined in Exhibit “A” attached hereto and incorporated by referenced herein.

2.03 The appointment may be terminated by the UT HEALTH SA 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 UT HEALTH SA’s Residency Program Director. Being barred from a participating institution facility may be grounds for termination or non-renewal of this Agreement.

2.04 This Agreement may be terminated in the event of Resident’s failure to meet any of the requirements for Participation (regardless of fault) in the Residency Program, non-compliance by Resident with applicable UNIVERSITY HEALTH or other participating institution’s rules, regulations, applicable Bylaws, policies, any applicable law, regulations; or conduct exhibited by Resident detrimental to patient care.

2.05 For purposes of this Agreement, Resident is not an employee, agent, borrowed servant or student of UNIVERSITY HEALTH. The parties further understand that UNIVERSITY HEALTH hereby assumes no legal right and has no legal right to supervise, direct, or control the details of the Resident’s activities performed in accordance with UT HEALTH SA’s GME Program, including neither the hospital assignment in which Resident will receive training nor the practice of medicine, and no such control is assumed by this Agreement.

2.06 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 UT HEALTH SA contained in the UT HEALTH SA 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 resident responsibilities; duration of appointment; financial support for Resident; conditions for reappointment and promotion to a subsequent PGY level; grievance and due process; professional liability insurance, including a summary of pertinent information regarding coverage; hospital and health insurance benefits for residents and their eligible dependents; disability insurance for residents; policies on leaves of absence including vacation, parental, sick, and other leave(s) for residents; compliance with applicable laws; timely notice of the effect of such leave(s) on the ability of residents to satisfy requirements for program completion; information related to eligibility for specialty board examinations; institutional policies and procedures regarding resident/fellow duty hours and moonlighting. UT HEALTH SA shall provide access to 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 UT HEALTH SA policies, rules and regulations that relate to activities as a Resident in the Residency Program.

ARTICLE III – RESIDENT’S RESPONSIBILITIES

3.01 The Resident hereby commits to become familiar with and be bound by the graduate medical education policies contained in the GME Policy Manual, as well as all other UT HEALTH SA 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 – family centered care;
- assurance of their fitness for duty;
- management of their time before, during, and after clinical assignments;
- adherence to Medical-Dental Staff Bylaws, House Staff Manual, and UNIVERSITY HEALTH policies and their attachments;
- 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, Sponsoring Institution, ACGME, and/or UNIVERSITY HEALTH;
- knowledge of the limits of his/her scope of authority, and the circumstances under which he/she is permitted to act with conditional independence; and
- ACGME Clinical Learning Environment Review (CLER) focus areas.

3.02 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. All moonlighting must conform to GME policies as well as to the rules and regulations of the Texas Medical Board and/or Accreditation Council for Graduate Medical Education (ACGME).

3.03 The Resident hereby commits to provide quality medical care commensurate with his/her level of training and to be bound by all UT HEALTH SA 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 Physician-in-Training permit ("permit") or an unrestricted 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 or is revoked, this contract will terminate; if the permit or license is suspended, the Resident will be suspended from clinical duties pending resolution;
 - (2) Will provide to UNIVERSITY HEALTH and UT HEALTH SA appropriate and sufficient documentary evidence of the Resident's identity and eligibility for employment in the United States which must be provided to UNIVERSITY HEALTH and UT HEALTH SA within three business days of Resident's eligibility to participate in the GME Program at UNIVERSITY HEALTH's facilities. This Agreement may be terminated for a Resident's failure to maintain Resident's eligibility for employment in the United States and/or required visa status per GME policy;
 - (3) Will provide to UNIVERSITY HEALTH and UT HEALTH SA true, correct and updated, as applicable, statements on the respective Graduate Medical Education Application and other required documentation. Falsification of information regarding sanctions, suspensions, probation or dismissal may be grounds for termination of this Agreement. Failure to notify UNIVERSITY HEALTH and UT HEALTH SA about any updates, corrections or changes to the Graduate Medical Education Application prior to commencing participation in the program at UNIVERSITY HEALTH may be grounds for termination of this Agreement;
 - (4) satisfactory outcome of criminal background investigation as required by UT HEALTH SA;
 - (5) presentation of valid ECFMG certificate, if applicable; and
 - (6) successful completion of health screening provided by UNIVERSITY HEALTH.
- (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) 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) an understanding of the Wellness opportunities afforded by UNIVERSITY HEALTH and UT HEALTH SA;
 - (4) 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 education programs and other activities involving clinical staff;
 - (5) participation in institutional committees and councils to which the Resident is appointed or invited;
 - (6) performance of duties in accordance with UNIVERSITY HEALTH Medical-Dental Staff Bylaws, House Staff Manual, UT HEALTH SA's GME Policy Manual, established UNIVERSITY HEALTH policies, and those of the GME Program, clinical departments and other institutions to which the Resident is assigned; and
 - (7) compliance with all UNIVERSITY HEALTH annual immunization and health screening requirements.

3.04 The Resident agrees to honor and abide by the following shared values while training at UNIVERSITY HEALTH'S facilities:

- Our patients are our focus. Our daily actions and our long-term strategies are based on a patient-centered culture: enhancing the care, health and welfare of the individual and of the community.
- Our clinical care educational endeavors will be culturally sensitive to the needs of our growing and diverse population.
- We will work to provide University Trainees with superior, state of the art educational and training opportunities.
- We will share the common goal of advancing first class clinical research.
- Decisions in medical care and operational processes are data-driven and evidence-based, maximizing quality and value and assuring sustainability.
- An outstanding patient experience is our most important goal. It embraces quality of care, patient safety and customer service. Our practices will be focused on optimizing the patient experience.
- We will work as equal partners in a clinically-aligned environment of cooperation and collaboration, with transparency. We will share information essential for advancing our academic medical center.
- We recognize that the approach of delivering value-based care to a patient population needs to be cooperatively and carefully managed on a long-term basis.
- We will operate our facilities and use our resources with due regard for solid business practices and self-sustaining principles; and
- We will work in a spirit of honesty and transparency. We tell the absolute truth about ourselves and our work, reporting both failures and successes with equal discipline.

ARTICLE IV – UT HEALTH SA'S RESPONSIBILITIES

4.01 UT HEALTH SA 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, UT HEALTH SA 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 or other recognized accrediting bodies.

4.02 UT HEALTH SA, 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 UT HEALTH SA will inform the Resident if an adverse accreditation action is taken against UT HEALTH SA or against his/her program by the ACGME in a reasonable period of time after the action is taken. Should UT HEALTH SA 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 It is the policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the State who are acting within the scope of their employment. Rather, third parties must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment as more fully set out above. Notwithstanding the foregoing, each component of the University of Texas System may enroll qualified personnel into the UT Systems Professional Medical Liability Benefit Plan, under authority of Chapter 59, Texas Educational Code. A copy of the plan can be found at <http://www.utsystem.edu/ogc/health/homepage.htm>.

4.05 UT HEALTH SA, through the GME Program Director, and/or the UT HEALTH SA GME Office, shall immediately notify UNIVERSITY HEALTH Professional Staff Services of any event or incident that adversely impacts the Resident's appointment and continued participation in the GME program, including but not limited to the following: reportable actions or non-reportable actions which impact UNIVERSITY HEALTH'S contractual obligations under this Agreement, resident placement on probationary status; disciplinary action to include the final outcome; termination of contract; academic or clinical suspension from the program; non-promotion in the program; HIPAA violations; medical board complaints and outcomes; any investigation conducted by UT HEALTH SA and/or any regulatory agency of the Residents and the results

4.06 UT HEALTH SA, through the GME Program Director, and/or the UT HEALTH SA GME Office, shall immediately notify UNIVERSITY HEALTH Professional Staff Services, and Resident hereby consents to and authorizes the release of the any of the following:

- (1) Failure of the Resident to maintain the required professional liability insurance coverage established by the Board of Managers.
- (2) Receipt of notice of any complaint filed against the individual with the applicable licensing body, including but not limited to, the Texas Medical Board, the Texas Physician Assistant Board, the Texas State Board of Dental Examiners and the Texas Department of Licensing and Regulation.
- (3) Upon being informed of the Resident's involvement in a professional liability action.
- (4) As soon as practical, final judgments or settlements of professional liability action involving the Resident, at any hospital, clinic, or health care facility.
- (5) Results and circumstances of any professional review action or investigation or any peer review action or investigation, including sanctions and corrective actions, that adversely affects, or has adversely affected, the clinical privileges of the practitioner.
- (6) The acceptance of the reduction, restriction, suspension, revocation, denial, non-renewal or voluntary surrender of medical staff membership or clinical privileges, or the acceptance of any restriction of such privileges by the Resident, at any hospital, clinic or health care facility or membership or fellowship in any professional organization.
- (7) Report immediately, in writing, to Professional Staff Services an arrest, the commencement of a formal investigation, the filing of charges, or any final action by the Department of Health and Human Services, or any law enforcement agency or health regulatory agency of the United States or any State, including but not limited to any and all regulatory bodies responsible for the licensure and discipline of the Resident.

ARTICLE V – UNIVERSITY HEALTH RESPONSIBILITIES

5.01 UNIVERSITY HEALTH does not fund a stipend for this position nor provide any paid leave, insurance, workers' compensation or disability benefit.

5.02 However, UNIVERSITY HEALTH agrees to provide motor vehicle parking within designated areas when assigned to UNIVERSITY HEALTH rotations; as available.

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

5.04 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 call rooms.
- (b) Meal credits are provided to eligible Residents for overnight call and for call from home. Meal credits may only be used by the Resident to whom they are issued. Residents who abuse the meal card system risk the loss of meal card privileges.
- (c) Laundry service is not available to Residents.

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

ARTICLE VI – CERTIFICATE OF GRADUATE MEDICAL EDUCATION

6.01 UT HEALTH SA'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 UNIVERSITY HEALTH's Professional Staff Services department, the return of the identification badge and keys, and all UNIVERSITY HEALTH property, as well as completion and return of all medical records; and
- (c) Final clearance by the Resident through the UT HEALTH SA program and GME offices, and return of all UT HEALTH SA property.

ARTICLE VII – 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.

ARTICLE VIII – 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 UNIVERSITY HEALTH consistent with Joint Commission standards. Resident agrees to give immediate notice to UNIVERSITY HEALTH through the department of Professional Staff Services in the case of suspension or revocation, or initiation of any proceeding that could result in suspension or revocation, of any permit or licensure or of any circumstances that would cause Resident to be non-compliant with any such statutes, rules, regulations, standards, or directives.

ARTICLE IX – CONFIDENTIALITY

Resident acknowledges that, in connection with the participation in the UT HEALTH SA's GME Program and services to be performed under this Agreement he/she may be acquiring and making use of certain confidential information of UNIVERSITY HEALTH 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 UT HEALTH SA's GME Program and the performance of services pursuant to this Agreement, or divulge the Confidential Information to any third party, unless UNIVERSITY HEALTH consents in writing to such use of divulgence or disclosure as 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 UNIVERSITY HEALTH through the department of Professional Staff Services 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 UNIVERSITY HEALTH and with all federal and state laws and regulations regarding patient and medical record confidentiality.

ARTICLE X – 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.

ARTICLE XI - REPORT OF FRAUDULENT ACTIVITIES

11.01 Resident understands and acknowledges that s/he has an affirmative duty to report to UNIVERSITY HEALTH Integrity Office any suspected or known "fraudulent activities" that may come to his/her attention and to comply with UNIVERSITY HEALTH's Integrity Standards which can be found on UNIVERSITY HEALTH's intranet website. "Fraudulent Activities" shall have the same meaning as defined in UNIVERSITY HEALTH 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 on UNIVERSITY HEALTH's intranet website. 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.

ARTICLE XII - 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.

ARTICLE XIII – AUTHORIZATION AND CONSENT TO DRUG/ALCOHOL SCREENING

13.01 THE RESIDENT HEREBY AGREES THAT, AS A CONDITION TO THIS AGREEMENT, URINE/BLOOD SAMPLES CAN BE COLLECTED ON DEMAND FOR DRUG AND ALCOHOL SCREENING BY EITHER UT HEALTH SA AND/OR UNIVERSITY HEALTH. THE RESIDENT FURTHER AGREES AND CONSENTS THAT THE DRUG AND ALCOHOL SCREENING RESULTS SHALL AUTOMATICALLY BE RELEASED TO BOTH UNIVERSITY HEALTH AND TO UT HEALTH SA. FURTHER THE RESIDENT AGREES TO A FITNESS FOR DUTY DETERMINATION BY AN ENTITY MUTUALLY SATISFACTORY TO THE PARTIES AND MAY BE A REQUIREMENT IN ORDER TO REMAIN IN THE GME PROGRAM.

ARTICLE XIV - 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 DATE: _____


Resident: **UT Health San Antonio**

«FormalName» Program Director

**Bexar County Hospital District d/b/a
UNIVERSITY HEALTH:**



George B. Hernández, Jr.
President/Chief Executive Officer



Woodson "Scott" Jones, MD
DIO, Dean for Graduate Medical Education

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

**GRADUATE MEDICAL EDUCATION AGREEMENT
EXHIBIT "A"**

All house staff who attend Orientation and complete In-Processing will have an effective start date of June 16, 2022.

Salary and/or Medical Benefits will be paid for all house staff beginning on the effective start date subject to the following:

All house staff shall complete onboarding requirements and the requirements outlined below:

All house staff will attend orientation on June 16, 2022 and complete In-Processing on June 17, 2022. Salary will be paid for these days. Medical Benefits to house staff will also begin on June 17, 2022 if they have completed Form I-9 and benefit elections on or before June 16, 2022.

All house staff will attend online and/or in-person Electronic Health Record (EHR) training, accompanied by documentation training, during the weeks of June 20, 2022 and June 27, 2022, as assigned. Professional dress is required for all Health System trainings or meetings.

Successful completion of EHR training, and assessment, is required before Epic access will be permitted.

If all these requirements have been met, house staff will be eligible to begin clinical activities on July 1, 2022 and receive any additional elected benefits. Failure to complete all essential requirements may result in a clinical start delay.