



UTHealth

The University of Texas
Health Science Center at Tyler

Resident House Staff Contract

THIS Resident House Staff Contract (“Agreement”) is made by and between <<first name>> <<last name>>, <<credentials>> (“**RESIDENT**”) and The University of Texas Health Science Center at Tyler (“UTHSCT”), a healthcare institution of The University of Texas System (“UT System”) and an agency of the State of Texas, located at 11937 U.S. Highway 271, Tyler, Texas, 75708-3154.

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

1. **APPOINTMENT.** Subject to the terms and conditions set forth in this Agreement, **RESIDENT** hereby accepts appointment as a Resident in UTHSCT’s <<residency name>> Residency Program, a <<# year>> year program which has been accredited by and meets the standards of an approved training program established by the Accreditation Council on Graduate Medical Education (ACGME).
2. **RESIDENTS’ RESPONSIBILITIES.** **RESIDENT** hereby commits to provide quality medical care commensurate with **RESIDENT**’s level of advancement and competence under the general supervision of the attendant teaching staff. This includes:
 - a. proof of graduation from medical school;
 - b. compliance with state licensure requirements, including obtaining and maintaining a Physician Resident in Training permit and/or license to practice medicine from the Texas Medical Board (“TMB”). If **RESIDENT**’s permit and/or license is permitted to lapse, this Agreement shall terminate immediately;
 - c. all necessary registrations to prescribe controlled substances as necessary to fulfill the education requirements specific to **RESIDENT**’s specialty;
 - d. compliance with all credentialing and pre-employment/pre-placement requirements of UTHSCT and other participating institutions, as applicable;
 - e. compliance with all applicable state and federal laws, as well as applicable rules and regulations of the TMB;
 - f. performance of duties in accordance with the UTHSCT Resident Handbook ;
 - g. compliance with all policies and rules and regulations as set forth in the UTHSCT Handbook of Operating Procedures that relate to **RESIDENT**’s activities as a Resident;
 - h. participation in institutional committees and councils to which **RESIDENT** is appointed;
 - i. obtaining and continuous maintenance of appropriate visa status as defined by federal law and UTHSCT if **RESIDENT** is not a United States citizen; and

- j. remaining free of sanction or restriction of any kind under the Medicare and Medicaid programs.

No Resident will be able to begin a training program, execute patient care responsibilities, or receive any benefits under this Agreement without having met these requirements.

3. **RESIDENT HANDBOOK, HANDBOOK OF OPERATING PROCEDURES.** Certain aspects of the appointment of **RESIDENT** to the Residency Program, the terms and conditions of the appointment and **RESIDENT**'s activities in the Residency Program are governed by the UTHSCT's Resident Handbook, as amended from time to time. The Resident Handbook includes and special reference is made hereby to the policies on leave 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, duration of appointment, conditions of 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. The terms of the Resident Handbook shall govern any and all terms and conditions of employment, including those not specifically addressed in this Agreement. Additionally, the UTHSCT Handbook of Operating Procedures, as may be amended from time to time, shall govern any and all terms and conditions of employment not specifically addressed in this Agreement and/or the Resident Handbook, including accommodations for **RESIDENT**'s with disabilities. UTHSCT shall provide a copy of the Resident Handbook, any other specific Residency Policies and Procedures, and a copy of the Handbook of Operating Procedures to **RESIDENT** on or before the effective date of this Agreement, or they may be accessed by **RESIDENT** on the UTHSCT website: <http://infp-centerlink-01/>
4. **RESIDENT RESPONSIBILITIES.** **RESIDENT** acknowledges and agrees to become familiar with and be bound by the Resident Handbook, including the CONDITIONS OF APPOINTMENT contained therein, and agrees to fulfill the responsibilities stipulated therein, including the CONDITIONS OF APPOINTMENT, and future amendments. **RESIDENT** also agrees to abide by all the rules and regulations established by the Board of Regents of UT System, local rules and regulations contained in the UTHSCT Handbook of Operating Procedures, the Medical Staff Bylaws, rules and regulations of participating institutions, policies and procedures specific to the Residency Program, the applicable requirements of the Essentials of Approved Residencies as promulgated by ACGME that are in force during **RESIDENT**'s appointment period.

5. **UTHSCT RESPONSIBILITIES.** UTHSCT will provide:

- a. a suitable academic environment for educational experiences in **RESIDENT's** specialty;
- b. a training program that meets and/or exceeds the standards of the Essentials of Approved Residencies promulgated by the ACGME, when such Essentials apply;
- c. access to information related to eligibility for specialty board exams will be obtained from the appropriate Program Director; and
- d. upon satisfaction completion of the training program, a UTHSCT certificate of completion.

6. **DURATION OF APPOINTMENT; RENEWAL AND NON-RENEWAL NOTICE TERMS.**

The term of this appointment as a <<PGY>> in the Residency Program shall commence on <<start date>> and terminate on <<end date>>, unless terminated sooner in accordance with the terms of this Agreement. If in the sole discretion of the Director of the graduate training program in which the **RESIDENT** participates, **RESIDENT** has fulfilled all of the educational requirements and attained the knowledge and skills necessary to progress to the next level of post-graduate training **and** fulfilled all of the other terms and conditions stipulated in this Agreement, then this Agreement shall renew for an additional period of twelve (12) months. The renewal does **not** apply if the Program years dedicated to the Residency Program in which **RESIDENT** was appointed as set forth in this paragraph have expired. If UTHSCT determines that **RESIDENT's** Agreement shall not be renewed for an additional period of twelve (12) months, then **UTHSCT** shall provide **RESIDENT** with written notice of non-renewal of **Resident's** Agreement no later than four (4) months prior to the end of **RESIDENT's** Initial Term or any Renewed Term, as applicable. Provided, however, if the primary reason(s) for the non-renewal occurs within the four (4) months prior to the end of the Initial Term or any Renewed Term, UTHSCT shall provide **RESIDENT** with as much written notice of non-renewal of this Agreement as the circumstances will reasonably allow. Residents will be allowed to implement the applicable grievance procedures as set forth in the Resident Handbook and the Handbook of Operating Procedures, when they have received written notice of intent not to renew their agreements.

7. **COMPENSATION.** **RESIDENT's** annual salary shall be based on the level of residency training achieved. The gross compensation amount for the Initial term of this Agreement is <<compensation>>. **RESIDENT** shall be paid 1/12th of **RESIDENT's** annual salary on a monthly basis. Salary payments shall be subject to all local, state and federal withholding taxes and any other applicable taxes. **RESIDENT** acknowledges that the compensation amounts stipulated are subject to change on an annual basis at the sole discretion of UTHSCT. As a condition of acceptance to the Program, **RESIDENT** waives all rights to fees for professional services delivered to patients within the scope of **RESIDENT's** appointment/training, regardless of the level of participation in the care of those patients. Such fees will be

collected on behalf of the supervising professional staff in accordance with the following: (1) the regulations of the hospitals or other clinical settings in which the work is done; (2) the practices of the professional staff of each hospital or clinical setting; and, (3) the regulations, where applicable, of third-party payers.

8. **EXPENSE ALLOWANCE.** **RESIDENT** shall be reimbursed for approved expenses in accordance with Section H., Other Benefits and Services, subsection entitled Expense Allowances, of the Resident Handbook.
9. **UTHSCT BENEFITS.** UTHSCT agrees to provide **RESIDENT** the following benefits:
- A. Vacation and sick leave in accordance with UTHSCT requirements. Professional, parental and other authorized leave as addressed in the Resident Handbook;
 - B. Participation in group life, health, dental, vision, short and long term disability, long term care, and accidental death and dismemberment insurance and cafeteria plan benefits as set forth in the Resident Handbook;
 - C. Eligibility for membership in the Teacher Retirement System of Texas;
 - D. Eligibility to participate in optional Tax Deferred Annuity Programs;
 - E. Counseling and psychological support services;
 - F. Health & Wellness Services, including Physician Impairment and Substance Abuse.

RESIDENT acknowledges that the benefits stipulated above are subject to change by UTHSCT and terminate at the expiration of this Agreement or upon termination or resignation of **RESIDENT**.

10. **OTHER BENEFITS/SERVICES.** The Resident Handbook, as may be amended from time to time, defines the terms and conditions of the following other benefits/services provided to **RESIDENT**, including:
- a. Meals
 - b. Uniforms
 - c. Laundry Services for Uniforms (as applicable)

RESIDENT acknowledges that the benefits or services stipulated above are subject to change by UTHSCT and terminate at the expiration of this Agreement or upon termination or resignation of **RESIDENT**.

11. **PROFESSIONAL LIABILITY INSURANCE.** UTHSCT, through UT System, will provide medical liability coverage for each Resident. This is an occurrence-based coverage and provides legal defense and protection against claims reported or filed after the completion of the training program based on treatment rendered during the training program. This coverage requires compliance with continuing risk management education requirements as stipulated by UT System. If **RESIDENT** fails to obtain the required risk management education, liability coverage is not maintained. Coverage extends to all duly authorized off-campus assignments

performed in the course in the course and scope of employment with UTHSCT. Moonlighting is specifically excluded from medical liability coverage. Other limitations and exclusions are outlined in the UT System Professional Medical Liability Benefit Plan Handbook. Upon becoming aware of an actual or alleged claim, **RESIDENT** must promptly notify the Director of the Residency Program and cooperate fully with UTHSCT and UT System in order to ensure coverage.

12. **MEDICAL RECORDS.** **RESIDENT** shall complete in a timely manner all medical records on each patient treated and shall maintain the confidentiality of such records as required by federal, state, and local laws and regulations. **RESIDENT** acknowledges that failure to complete medical records in a timely manner as stipulated in the Resident Handbook and/or the participating institution's Medical Staff Bylaws may result in disciplinary action, up to and including dismissal from the Residency Program.
13. **OFF-DUTY ACTIVITIES.** **RESIDENT** is required to be knowledgeable about and comply with the duty-hour policies and procedures of the Residency Program which are contained in the Resident Handbook. **RESIDENT** agrees that at all times during the appointment period, **RESIDENT** shall not engage in any clinical practice activity without the prior approval of the program director. Furthermore, **RESIDENT** agrees that during the appointment period he/she shall not engage in any activities outside the scope of his/her duties as a Resident that interfere with or detract from **RESIDENT**'s duties to UTHSCT or any participating institution or to the orderly and effective operation of UTHSCT or any participating institution or of the educational program to which **RESIDENT** has been appointed. **RESIDENT** also agrees that any clinical practice activities that he/she engages in outside the scope of his/her training program ("Moonlighting") shall comply with the Moonlighting Policy outlined in the Resident Handbook.
14. **TERMINATION for DUE CAUSE.** UTHSCT may immediately terminate this Agreement for due cause by providing written notice to **RESIDENT** that the Agreement is terminated. The parties acknowledge and agree that for purposes of this Agreement, the term "due cause" shall be as defined in the Resident Handbook. **RESIDENT** acknowledges and agrees that the termination procedures specified in the Resident Handbook shall apply to such terminations.
15. **DISCRIMINATION.** **RESIDENT** acknowledges that formal charges of discrimination based on race, sex, age, religion, national or ethnic origin, disability, marital status, sexual orientation, or veteran status, shall be filed with UTHSCT Human Resources in accordance with the policies and procedures outlined in the Resident Handbook and Handbook of Operating Procedures.
16. **HARASSMENT.** **RESIDENT** acknowledges that UTHSCT does not tolerate sexual or other forms of harassment by and/or directed at House Staff members at UTHSCT or any participating institution. **RESIDENT** acknowledges and agrees that he/she is subject to the policies and procedures outlined in the Resident Handbook and

Handbook of Operating Procedures concerning sexual and other forms of harassment.

- 17. NOTICES.** Any notice required under this Agreement shall be in writing and shall be deemed given if delivered in person or by United States certified mail, return receipt requested, and addressed as follows:

HOSPITAL:

Graduate & Undergraduate Medical Education
University of Texas Health Science Center at Tyler
11937 U.S. Highway 271
Tyler, TX 75708-3154

RESIDENT:

or such other address as either party may from time to time designate by written notice to the other party.

- 18. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto, and there have been and 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 may be amended only by a written amendment signed by both parties.
- 19. 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.
- 20. 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.
- 21. 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 shall be null and void and of no force or effect.
- 22. GOVERNING LAW.** This Agreement shall be interpreted, governed and construed in all respects under the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have signed this Agreement or caused the same to be signed by their duly authorized officer on the dates set forth below.

**UTHSCT:
The University of Texas Health Science Center at Tyler**

By: _____ Date: _____
Designated Institution Official (DIO)

By: _____ Date: _____
Program Director

RESIDENT:

By: _____ Date: _____

SAMPLE