

*Texas Tech University Health Sciences Center*  
**GRADUATE MEDICAL EDUCATION PROGRAM AGREEMENT**  
**2022-2023**

This GRADUATE MEDICAL EDUCATION PROGRAM AGREEMENT ("Agreement") is between TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER ("TTUHSC"), a public institution of higher education in the State of Texas, and \_\_\_\_\_ ("Resident/Fellow"). Both TTUHSC and Resident/Fellow are also referred to herein as "Party" or collectively as "Parties."

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

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

WHEREAS, TTUHSC is willing to train and employ the Resident/Fellow, provided that the Resident/Fellow remains in good standing in the 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 TTUHSC Department of \_\_\_\_\_ at the Program Graduate Year ("PGY") \_\_\_\_\_ level.
2. **Term.** This Agreement is for a 12-month period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. In the event of an approved leave of absence, any time beyond the number of days available through the Program's vacation time/sick leave shall be without pay and shall be added to the duration of training at his/her current PGY level.
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 TTUHSC. In the event Resident's/Fellow's salary is increased as approved by the TTUHSC Graduate Medical Education Committee (GMEC) and authorized by TTUHSC's funding sources, such increase will take place at the start of the next academic cycle, for example July 1<sup>st</sup> of each year (or the anniversary of Resident's/Fellow's start date if the Resident/Fellow is off-cycle). The benefits, including disability and health insurance provided during the term of this appointment are set forth in Exhibit A.
4. **Liability Insurance.** Professional liability insurance is provided through the TTUHSC Medical Malpractice Self-Insurance Plan at no cost to Resident/Fellow while performing assigned duties during Resident's/Fellow's training program at TTUHSC. Such coverage is valid at affiliated hospitals and other participating institutions to which Resident/Fellow is assigned and shall be in amounts of \$100,000 per claim and \$300,000 annual aggregate per participant; unless lower liability limits are set by law, in which case the lower limits set by law shall apply. Coverage is on an occurrence basis, i.e., the insurance covers incidents that occur while the coverage is in force, regardless of when the claim is made or reported. Professional liability insurance **does NOT** cover any outside professional activities, i.e., "moonlighting."
5. **Consideration/Conditions.** In consideration of the promises and mutual covenants and agreements contained herein, the Parties agree to the conditions listed below. These conditions, and any and all additional requirements

specified by TTUHSC or the applicable department must be met *prior to* assuming duties at TTUHSC, but *no later than* the beginning date of the term 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, resulting in this 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. Resident/Fellow will not be allowed to begin work nor receive pay or benefits until his/her Texas Physician-in-Training (“PIT”) permit or Texas medical license has been received by the TTUHSC Graduate Medical Education (GME) office. If at some time subsequent to beginning a residency or fellowship program it is learned that qualifications have not been met including, but not limited to, completion of Resident's/Fellow's medical school education curriculum, TTUHSC 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**.

These conditions are as follows:

- 5.1 Licensure/Permits/Credentialing. Resident/Fellow is responsible for obtaining a Texas medical license or a PIT permit and paying the required fee set by the Texas Medical Board (“TMB”). This Agreement is **CONDITIONAL** upon the timely and successful completion of all requirements of the TMB to obtain a postgraduate PIT, or Texas medical license, where applicable. Resident/Fellow will not be allowed to begin work nor receive pay or benefits until his/her PIT or Texas medical license has been received by the TTUHSC 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 TTUHSC and other participating hospitals/institutions, if applicable.
- 5.2 Criminal Background Check. Resident/Fellow will be required to undergo, and satisfactorily complete, a criminal background check that establishes he/she is eligible for clinical training in accordance with TTUHSC Operating Policy (“OP”) 10.20, "Criminal Background Checks for Students, Residents, and Trainees" prior to beginning training.
- 5.3 Duty to Disclose. Resident/Fellow has an affirmative duty and agrees to disclose to the Program Director immediately, and in no event later than 72 hours of learning such fact, any information, current or past, that could affect eligibility for, or status regarding, a Texas postgraduate PIT permit or Texas medical license, if applicable, **prior to** beginning the Program. In the event information is learned during the course of a residency or fellowship which could affect a PIT permit or Texas medical license, Resident/Fellow **is required to** inform the Program Director immediately, and in no event later than 72 hours of learning such information. Such information may include, but is not limited to, loss or limitation of license, inability to pursue training or provide patient care, inability to secure necessary Visa clearance, conflict of interest, arrest, or charge or conviction of a crime, indictment, imprisonment, placement on probation, or deferred adjudication, or any incident involving moral turpitude of Resident/Fellow. Failure to disclose to the Program Director may result in disciplinary action as defined in the House Staff Policies and Procedures 07. Disciplinary or Adverse Action.
6. Policies and Bylaws. Resident/Fellow shall abide by the policies, rules and regulations of Texas Tech University System (“TTUS”), TTUHSC School of Medicine, TTUHSC House Staff Policies and Procedures and the applicable Medical Staff Bylaws, policies and procedures of the affiliated hospital(s) to which he/she is assigned. Resident/Fellow shall participate in all educational and training activities and shall perform all services required as a Resident/Fellow. Resident/Fellow shall conduct himself/herself as a member of the professional team. Resident/Fellow shall adhere to the American Medical Association's "Principles of Medical Ethics."
7. Responsibilities of Resident/Fellow. The primary responsibility of the Resident/Fellow is the attainment of professional competence in his or her chosen field along with a commitment to the practice of medicine founded by the principles of integrity, professionalism, and compassion. Through entering this Agreement, each

Resident/Fellow undertakes the commitment to actively seek knowledge to inform the safe, effective, and ethical practice of medicine with the treatment of each patient with dignity and respect. These goals are achieved through the supervised care of patients with progressive, graduated autonomy in clinical practice; exposure to the science and research which underlie the study of disease; and training to achieve related core professional competencies that serve as the foundation of independent practice and lifelong learning. The ultimate goal of GME training at TTUHSC is to graduate competent physicians, eligible for licensure in the State of Texas and qualified to sit for specialty specific American Board of Medical Specialties examinations.

Education and training are the principal objectives of the Program and the relationships established between faculty and Resident/Fellow are based upon mutual respect and collaboration toward those objectives. Responsibility in patient care is of prime importance in providing high-quality graduate training, and thus as the Resident/Fellow progresses in training and competence, his or her responsibilities in care of patients will increase. In addition, the Resident/Fellow shall be provided with an understanding of ethical, socioeconomic and medical/legal issues that affect the practice of medicine and of how to apply cost containment measures in the provision of patient care.

The functioning of a Resident/Fellow as a responsible physician and teacher is an integral part of postgraduate education. Each Resident/Fellow has the duty and responsibility to teach and to demonstrate his or her skill and knowledge to medical students and other learners. This duty includes supervising patient care and patient work-ups as well as demonstrating and teaching procedures commensurate with good patient care. The teaching aspect of being a Resident/Fellow is both a rewarding and unique responsibility and should be willingly accepted.

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 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 TTUHSC, compromise or affect training, patient care or safety to self or others. Authority and guidance of actions are directed by SOM OP 20.12 Health, Wellness and Rehabilitation of Faculty, Physicians in Training (Fellows and Residents), and Students.

8. **Clinical and Work Hours.** Current TTUHSC House Staff Policies and Procedures are accessible on the TTUHSC GME website and dictate requirements related to the clinical and work environment, including duty hours. Resident/Fellow is expected to accurately and honestly log duty hours in the appropriate system (“MedHub”) and report any non-compliance to the Program Director and Institutional GME Office. The assignment schedule of Resident/Fellow is dictated by the Program Director of each respective department and is subject to review by the Designated Institutional Official, Chair and/or Regional Dean, where applicable.
9. **Moonlighting.** In accordance with the ACGME policy, Residents/Fellows in the first year of training at TTUHSC shall devote his/her **full time** to the educational and training program. In subsequent years of training, Resident/Fellow is expected to follow Institutional and Program moonlighting policies and obtain approval in writing in advance of any outside remunerative activities.
10. **Reappointment and Promotion.** Reappointment and promotion decisions are made on a yearly basis by the TTUHSC GME Program’s Clinical Competency Committee, under the direction of the GME Program Director. Written notice of status toward reappointment/promotion will be provided to the Resident/Fellow no later than four (4) months prior to the ending date of the current agreement; this may include notice of decision being delayed due to identified deficiencies. Should the primary reason(s) for non-reappointment/non-promotion occur(s) within the four (4) months prior to the ending date of the current Agreement, the Resident/Fellow will be given as much notice as the circumstances reasonably allow prior to the end of the Agreement period. If Resident/Fellow fails to perform satisfactorily or to progress during his or her Program, he/she may be subject to disciplinary action, including retention at the current level of training under probation, non-reappointment, or dismissal. The decision not to reappoint or promote a Resident/Fellow may be appealed following the protocol specified in the TTUHSC GME House Staff Policies and Procedures.

11. **Grievance, Complaints and Due Process.** A grievance is a Resident/Fellow's formal expression of disagreement concerning issues related to the work environment or issues related to the Program or faculty, e.g., hours, working conditions, performance evaluations, assignments or other matters involving management decisions concerning the resident/fellow. If a Resident/Fellow has a grievance, he or she should follow the process set forth in TTUHSC House Staff Policies and Procedures. A Resident/Fellow disagreement regarding an academic disciplinary or adverse action such as the non-renewal of a Program agreement/contract for continued training, suspension or dismissal shall be addressed as set forth in TTUHSC House Staff Policies. If a Resident/Fellow believes an adverse employment action is based on unlawful discrimination, harassment or other violation that is covered by an existing TTUS Regulation and/or TTUHSC Operating Policy, including, but not limited to, sexual harassment, discrimination, or violence in the workplace, that complaint shall be referred to the appropriate office for consideration.
12. **Certificate of Completion.** If the Resident/Fellow fulfills all training requirements for certification and discharge to the satisfaction of the Program Director, TTUHSC will issue a certificate of completion. However, TTUHSC reserves the right to withhold the certificate of completion until Resident/Fellow is in compliance with all applicable rules, regulations, personnel policies, payment of any and all money due, and completion of all assigned medical records and clearance from affiliated clinical sites.
13. **Vacation and Leave of Absence.** Time away from training is essential for Resident/Fellow wellbeing. General vacation and leave policies, including medical, parental and caregiver leave, are defined in TTUHSC House Staff Policies and Procedures. Each Program must have policies that describe the process for submitting and approving requests for vacation and leaves of absence, including any limitations. Programs must provide Resident/Fellow with timely notice of the effect of leave(s) on the ability of the Resident/Fellow to satisfy requirements for Program completion.
14. **Information Concerning Specialty Board Examinations.** Eligibility to participate in specialty board examinations is based upon multiple factors, which vary between organizations. Any questions or concerns about such eligibility should be directed to the Resident/Fellow's Program Director or the office of Graduate Medical Education. The duration of any vacation, sick leave, or any other leave of absence must be consistent with satisfactory completion of training requirements. The amount of vacation, sick leave, or any other leave of absence that will necessitate prolonging the training time (e.g., credit toward specialty board qualification) for the Resident/Fellow is determined by the Program Director and the requirements of the ACGME and/or relevant specialty board. Programs must provide Resident/Fellow with timely notice of the effect of leave(s) on the ability of the Resident/Fellow to satisfy requirements for board eligibility. Resident/Fellow should contact their Program Director for information relating to access to eligibility for the relevant specialty board examination. Additional training after a leave may be needed for successful completion of Program Requirements, including all board certification requirements.
15. **Severability.** In the event any provision of this Agreement is held 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.
16. **Governing Law/Venue.** This Agreement shall be interpreted, governed, and construed in all respects under the laws of the State of Texas. Venue shall be in the state or federal courts of Lubbock County, Texas.
17. **Release of Information.** Resident/Fellow agrees to release educational and training information to TTUHSC by executing the "Authorization for Release of Educational Information," which is provided in a separate document.
18. **Compliance with Terms and Conditions.** Resident/Fellow agrees to comply with the terms and conditions of this Agreement, which incorporates the current TTUHSC GME House Staff Policies and Procedures, and further acknowledges being advised that the GME House Staff Policies and Procedures are accessible on the TTUHSC GME website. Resident/Fellow is responsible for carefully reviewing this website, referring to the Policy throughout his/her training at TTUHSC, and adhering to the TTUHSC GME House Staff Policies and Procedures.

- 19. **Amendment.** This Agreement may be amended only by written amendment signed by all Parties.
- 20. **Termination.** TTUHSC may dismiss or take other disciplinary or adverse action against a Resident/Fellow in accordance with the TTUHSC GME House Staff Policies and Procedures, which are expressly included herein by reference. In the event a Resident/Fellow is dismissed under the TTUHSC GME House Staff Policies and Procedures, this Agreement shall also terminate. Resident/Fellow shall have the right to appeal the recommendation for dismissal from the Residency/Fellowship Program as set forth in the TTUHSC GME House Staff Policies and Procedures.

Notwithstanding the foregoing, TTUHSC reserves the right to terminate this Agreement for cause, resulting in the immediate dismissal of the Resident/Fellow, upon the occurrence of any of the following events: (a) the loss, suspension or probation of Resident's/Fellow's Texas medical license or Texas Physician-in-Training (PIT) permit; (b) 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 work authorization, or failure to demonstrate ECFMG certification or certification from other similar authoritative bodies; or (c) the conviction of a felony. The Dean of the School of Medicine has the sole authority to terminate this Agreement for cause. Termination for cause is not appealable.

This Agreement may also be terminated at any time by the mutual consent of both Parties and shall automatically terminate upon the Resident's/Fellow's death or permanent impairment that TTUHSC determines will compromise or affect training, patient care, or safety.

- 21. **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.
- 22. **Signature Required.** This Agreement shall be considered binding when signed by all Parties. However, Resident/Fellow shall not receive any portion of his/her salary or other benefits until all requirements, as outlined hereinabove, have been met.

\_\_\_\_\_  
**RESIDENT/FELLOW**                                  **DATE**

\_\_\_\_\_  
**PROGRAM DIRECTOR**                                  **DATE**

\_\_\_\_\_  
**DEAN/REGIONAL DEAN**                                  **DATE**

*For Internal Use Only*  
*PIT/Full TX License Expires* \_\_\_\_\_  
*ACLS Expires* \_\_\_\_\_  
*DEA Expires* \_\_\_\_\_

## Exhibit A – Lubbock Campus Benefits

### Insurance and Fringe Benefits

- a. Comprehensive medical insurance
  - i. Premiums fully covered for Resident/Fellow
  - ii. Cost-share may exist for eligible dependent coverage
- b. Vision coverage
  - i. Premiums fully covered for Resident/Fellow and eligible dependents
- c. Dental Insurance
  - i. Premiums fully covered for Resident/Fellow and eligible dependents
- d. Basic Life Insurance
  - i. Premiums fully covered for Resident/Fellow and eligible dependents
- e. Long-Term Disability Insurance
  - i. Premiums fully covered for Resident/Fellow
- f. 8 free sessions for Individual or Family Counseling are provided through the Employee Assistance Program with referral from the program for long-term counseling services
- g. Statutory benefits such as Workers' Compensation and unemployment compensation
- h. Eligible for voluntary TDA 403(b) or TexaSaver 457 plan Retirement Plan
- i. Free Parking at affiliated hospitals

Detailed information on these insurance plans and on additional benefits available to Resident/Fellow can be found on the TTUHSC GME website or through the Office of Graduate Medical Education.