



TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
at El Paso

GRADUATE MEDICAL EDUCATION PROGRAM AGREEMENT OF APPOINTMENT

Residency and Fellowship programs in graduate medical education are under the aegis of Texas Tech University Health Sciences Center at El Paso and are accredited by the Accreditation Council for Graduate Medical Education (ACGME). This agreement also covers those training programs which are not recognized by the ACGME and American Board of Medical Specialties (ABMS).

This AGREEMENT is between Texas Tech University Health Sciences Center at El Paso and _____, **M.D.** (“RESIDENT” or “FELLOW”) and is entered into on _____ the term of which will expire on _____. The Texas Tech University Health Sciences Center at El Paso, Department of _____ hereby offers a residency/fellowship 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 at El Paso, 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 Texas Tech University Health Sciences Center at El Paso as indicated by the start date of the term of this appointment. It is an institutional requirement to perform a Criminal Background Check. 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/fellowship program. Resident/Fellow has an affirmative duty to immediately disclose any information to the Residency or Fellowship 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/fellowship program. Such information may include, but is not limited to: the opening of an investigation or disciplinary action taken against resident/fellow by any licensing law enforcement entity other than the TMB; an arrest, fine (over \$250), 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/fellow’s ability to practice medicine; inability to secure necessary visa clearance, as applicable; or any incident involving moral turpitude of resident/fellow. Otherwise, resident/fellow acknowledges and certifies that he/she is able to perform the essential functions of a physician in training. If subsequent to beginning a residency/fellowship program, it is learned that qualifications including, but not limited to, resident/fellow medical school educational curriculum have not been met, Texas Tech University Health Sciences Center at El Paso will deem this AGREEMENT null and void immediately. This AGREEMENT shall likewise be deemed 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 and other participating institutions.

Resident/Fellow agrees to release educational and training information to Texas Tech University Health Sciences Center at El Paso by executing the *Authorization for Release of Educational Information*. (Attached)

RESIDENT/FELLOW RESPONSIBILITIES

Resident/Fellow will be expected to assume and perform the following educational and clinical responsibilities based on PGY-level, patient safety, trainee education, severity and complexity of patient/illness and availability of support services:

1. Develop and utilize a personal plan of self-study and professional growth with guidance from the residency program/fellowship 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/fellows 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. Inform patients (and patients' families) of his/her respective role in each patient's care.
7. Demonstrate behaviors that reflect a commitment to continuous professional development, ethical practice, and understanding and sensitivity to diversity and a responsible attitude towards his/her patients, profession and society.
8. 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.
9. 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/fellow 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.
10. Participate on institutional and hospital committees and councils whose actions affect resident education and/or patient care. The resident/fellow will be expected to participate in the evaluation of the quality of education provided by the residency/fellowship program and in the evaluation of teaching faculty.
11. Participate in an educational program regarding physician impairment, including substance abuse, sleep deprivation, alertness management and fatigue mitigation.

Texas Tech University Health Sciences Center at El Paso 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") <http://www.acgme.org/acgmeweb/> or any other accrediting body as applicable to the particular training program. 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 twenty-four (24) 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 Texas Tech University Health Sciences Center at El Paso compromise or affect training, patient care or safety to self or others.

The schedule of assignments of resident/fellow is managed by the Program Director of the department appointing the resident/fellow. Such assignments will be provided in a culture of professionalism that supports patient safety and personal responsibility and which require the resident/fellow to demonstrate an understanding and acceptance of his/her personal role in the following: assurance of the safety and welfare of patients entrusted to his/her care; provision of patient- and family-centered care; assurance of his/her fitness for duty; management of his/her time before, during and after clinical assignments; monitoring of his/her patient care performance improvement indicators; and attention to lifelong learning.

LEVELS OF SUPERVISION

All training programs will use the following classification of supervision:

Direct Supervision – the supervising faculty is physically present with the resident/fellow and patient;

Indirect Supervision – with direct supervision immediately available – the supervising faculty is physically available within the hospital or other site of patient care, and is immediately available to provide direct supervision;

Indirect Supervision* – with direct supervision available – the supervising faculty is not physically present within the hospital or other site of patient care, but is immediately available by means of telephonic and/or electronic modalities, and is available to provide direct supervision. This level of supervision is not allowed for PGY-1 residents; and,

Oversight – the supervising faculty is available to provide review of procedures/encounters with feedback provided after care is delivered. This level of supervision is not allowed for PGY-1 residents.

*Senior residents or fellows shall serve in a supervisory role to junior residents in recognition of progress toward independence, based on the needs of each patient and the skills of the individual senior resident or fellow.

DUTY HOURS

Resident/Fellow duty hours are promulgated by the ACGME and are described in the **GME Policies and Procedures** http://www.ttuhscc.edu/fostersom/gme/documents/Duty_Hours_Policy_rev_1_13_12.pdf. Resident/Fellow is required to participate in the duty hour documentation system in place within his/her training program as well as the sponsoring institution in a timely basis. The reporting of compliance with all duty hour standards must be honest and accurate. Internal moonlighting is not mandatory. Internal moonlighting is only allowed after the PGY-1 level and requires written authorization by the program director. Time spent in internal moonlighting is to count in calculating duty hours for the rotation during which the internal moonlighting occurs. External moonlighting may be allowed if approved by the program director.

EVALUATION

The Clinical Competency Committee (CCC) should review all resident/fellow evaluations semi-annually, prepare and assure the reporting of Milestones evaluations of each resident/fellow semi-annually to the ACGME and advise the program director regarding resident/fellow progress, including promotion, remediation, and dismissal. Such evaluations will be based on national standards when available. All written evaluations will be maintained in the program's departmental file. Upon request, Resident/Fellow may review his/her evaluation. Resident/Fellow will be granted the right to present his/her views and any extenuating circumstances during this academic performance review process. Formative evaluation, verbal or written, may 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/fellowship training period will be based upon evidence of satisfactory progress in professional growth and scholarship and the availability of training positions in the Texas Tech University Health Sciences Center at El Paso. Should Resident/Fellow 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/Fellow to the next PGY level. Resident/Fellow 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/Fellow's Agreement of Appointment. This decision may be based upon Resident's/Fellow's failure to meet the requirements to be advanced to the next PGY level as determined by the Program Director. 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/Fellow 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/Fellow Agreement of Appointment may be appealed following the protocol specified in the **Adverse Action Appeals Policy** http://www.ttuhscc.edu/fostersom/gme/documents/Adverse_Action_Appeals_Policy_.pdf

GRIEVANCE PROCEDURES AND DUE PROCESS

It is expected that Resident/Fellow who qualifies for a residency/fellowship training program is able to progress satisfactorily through the program. However, when performance and/or progress is 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, non-renewal and dismissal. In addition, the process for the adjudication of resident/fellow complaints and grievances related to the work environment or issues

related to the program or faculty is also detailed in the **Complaint Procedures Policy**.
https://www.ttuhs.edu/fostersom/gme/documents/complaint_procedure.pdf.

BENEFITS

The benefits offered to Resident/Fellow during his/her appointment at Texas Tech University Health Sciences Center at El Paso are described below.

Financial support: Resident/Fellow will be paid on a monthly basis. Payment will be inclusive from the first to the last day of the current month, and checks/direct deposits will be issued on the first regular business day of the following month. For tax purposes, remuneration to Resident/Fellow 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 Texas Tech University Health Sciences Center at El Paso for Resident/Fellow and his/her eligible dependents. Group health insurance is effective upon the first day of the contract period. If Resident/Fellow elects to enroll in a health plan other than the group plan, the entire cost shall be borne by Resident/Fellow. Professional courtesy discounts are strictly prohibited by Texas Tech University Health Sciences Center at El Paso policy.

Disability Insurance, Term Life Insurance, Dental and Vision Coverage are also provided to Resident/Fellow by Texas Tech University Health Sciences Center at El Paso.

Resident/Fellow is covered for injuries and exposures arising out of, and in the course of, his/her educational responsibilities while under contract with Texas Tech University Health Sciences Center at El Paso and through Workers' Compensation policy.

Resident/Fellow must immediately notify his/her supervisor of any instance of injury or exposure immediately.

As an employee of the Texas Tech University Health Sciences Center, Resident's/Fellow's professional liability coverage is provided through the TTUHSC Medical Self-Insurance Plan <http://www.fiscal.ttuhs.edu/contractingmanual/cont4-03.aspx> pursuant to the authority granted to the Board of Regents by V.T.C.A., Education Code §59.02. This insurance will cover Resident/Fellow 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/Fellow is assigned. This insurance also provides "tail" coverage in the event a claim is received or a suit is filed (in which Resident/Fellow 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. Board certification requirements shall take precedence, discretion resting with the program director, in the context of departmental policy. Education and training in the residency/fellowship program leads to eligibility for specialty board examination and certification. Specific requirements for specialty board examination and certification are available at <http://www.abms.org/>. Residents/Fellows will be notified in a timely manner of the effect of leave(s) on the ability to satisfy requirements for program completion.

Lab Coats/Laundry: Resident/Fellow will be provided with lab coats and instructions on laundry services.

On-call Quarters: When Resident/Fellow 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/Fellow's training program.

Meals: A meal allowance will be provided when Resident/Fellow is on duty. This allowance is exclusively provided for personal access to meals during working hours. It is not intended for use after duty hours. Each of the affiliated hospitals and other participating institutions maintains protocols for the provision of meals.

E-Mail Accounts: Resident/Fellow is required to use the Texas Tech University Health Sciences Center at El Paso institutional e-mail address system. All official e-mail communication will be conducted via this system. Information regarding institutional e-mail accounts will be provided to Resident/Fellow during the Institutional Orientation. Residents are expected to check their emails regularly as determined by their departments.

Parking: Resident/Fellow will be provided with a parking sticker and will be subject to the parking rules of Texas Tech University Health Sciences Center at El Paso as well as the affiliated hospital or other participating institutions to which he/she is assigned.

Internet Access: Resident/Fellow has access to the internet in the department and the institution's libraries. Personal devices such as laptops or handhelds are not allowed for residency related use unless prior authorization by the Office of Information Technology is obtained.

No benefits accrue to Resident/Fellow other than those specified or referred to in this AGREEMENT.

RESIDENT SUPPORT SERVICES

Texas Tech University Health Sciences Center at El Paso has an established **Resident/Fellow Assistance Program (RAP)** http://www.ttuhscc.edu/fostersom/gme/documents/RAP_INFORMATION_SHT_020414.pdf to offer counseling services to Resident/Fellow and/or his/her eligible family members. Texas Tech University Health Sciences Center at El Paso will also provide reasonable accommodations should Resident/Fellow have a documented disability requiring such. Resident/Fellow is responsible for knowing the contents of and complying with the Institutional Impaired Physician Policy.

Resident/Fellow is also responsible for knowing the contents of and complying with the following TTUHSC policies:

- **HSC OP: 70.14**, "Anti-Discrimination Policy and Grievance Procedure for Violations of Employment and Other Laws" <http://www.ttuhscc.edu/HSC/OP/op70/op7014.pdf>
- **HSC OP: 76.08**, "Violence and Workplace Threats" <http://www.ttuhscc.edu/HSC/OP/op76/op7608.pdf>

REDUCTIONS/CLOSURES

In the event Texas Tech University Health Sciences Center at El Paso intends to reduce the size of Resident's/Fellow's program or close such program, Texas Tech University Health Sciences Center at El Paso will inform Resident/Fellow at the earliest possible date. In the event of such reduction or closure, Texas Tech University Health Sciences Center at El Paso will either allow Resident/Fellow to complete his/her education or assist Resident/Fellow in enrolling in an ACGME accredited program in which he/she can continue his/her education.

Resident/Fellow will not be required to sign a non-competition clause 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/Fellow receive any portion of his/her salary until such signatures have been obtained.

RESIDENT/FELLOW Date

PROGRAM DIRECTOR Date

DEPARTMENT CHAIR Date

DEAN Date