

RESIDENT/FELLOW PHYSICIAN AGREEMENT

THIS RESIDENT/FELLOW PHYSICIAN AGREEMENT ("the Agreement") is entered into by and between Methodist Hospitals of Dallas, d/b/a Methodist Health System (MHS), a Texas non-profit corporation, and _____ ("Trainee").

WHEREAS, MHS operates the following acute care hospitals, Methodist Dallas Medical Center ("MDMC"), Methodist Charlton Medical Center ("MCMC"), Methodist Mansfield Medical Center ("MMMC"), and Methodist Richardson Medical Center ("MRMC") licensed in the State of Texas; and

WHEREAS, MHS operates a Graduate Medical Education Program ("GME Program") at MDMC, MCMC, and MRMC for the purpose of training physicians; and

WHEREAS, the GME Program is accredited by the Accreditation Council for Graduate Medical Education ("ACGME") or The Fellowship Council; and

WHEREAS, Trainee is either a physician licensed to practice medicine in the State of Texas, or is practicing under the authority of an institutional permit issued by the Texas State Board of Medical Examiners for practice in MHS' facilities; and

WHEREAS, Trainee desires to participate in MHS' _____¹ GME Training Program ("Training Program"), during the 2023-2024 Training Year at the _____² level.

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

1. **Relationship between the Parties.** The parties agree that the principal purpose of this Agreement is to provide an educational experience for Trainee, rather than to provide employment for the Trainee or service to MHS or its medical staff.
2. **Duties of Trainee.**
 - 2.1 **Licensure.** If Trainee will be practicing under the authority of an institutional permit issued to MHS, Trainee shall provide to the Graduate Medical Education Office ("GME Office") all personal information required by the Texas Medical Board (TMB) for MHS to obtain and maintain such institutional permit. MHS shall be responsible for the costs of obtaining such institutional permit. If Trainee is not practicing under an institutional permit, Trainee shall maintain a current and valid license to practice medicine in the State of Texas. Trainee shall provide to the GME Office the numbers

¹ Insert in blank name of training program in question

² Insert in blank what training year trainee is in (e.g., PGY 1, PGY 2, PGY 3, PGY 4, PGY 5 or 1st Year Fellow, 2nd Year Fellow, 3rd year Fellow)

assigned to him/her by the TMB, the Drug Enforcement Administration and the Texas Department of Public Safety.

- 2.2 **Performance of Duties.** Trainee shall participate in safe, effective, and compassionate patient care, under supervision, and commensurate with his/her level of advancement and responsibility, and satisfactorily perform the duties assigned to him/her within the Training Program. Trainee shall abide by all policies and procedures of MHS, the MHS Employee Handbook ("Employee Handbook"), and the policies and procedures of the Graduate Medical Education Department, as set forth in the Graduate Medical Education Institutional and Program Manuals ("Institutional Manual" and "Program Manual").
- 2.3 **Educational Activities.** Trainee shall participate in the educational activities of the Training Program and, as requested, assume responsibility for teaching and supervising other Trainees and students. Further, Trainee shall develop a personal program of self-study and professional growth with guidance from the teaching staff.
- 2.4 **Committees.** Trainee shall participate in program, department and institutional committees and task forces, as requested.
- 2.5 **Cost Containment.** Trainee shall apply, consistent with sound medical practices, cost containment measures in the provision of patient care.
- 2.6 **Professional Activities Outside of GME Program ("Moonlighting").** Eligible Trainees³ may engage in professional activities outside of the GME Program only after receiving written permission from the Program Director of Trainee's Training Program, and only to the extent that such outside activities do not interfere with the Trainee's duties pursuant to this Agreement. The Program Director may withdraw permission to engage in professional activities outside of the GME Program if he/she concludes that such activities are interfering with Trainee's duties. MHS' professional liability insurance shall not cover Trainee for any liabilities arising from Trainee's performance of professional activities outside of the GME Program. Trainees shall abide by the policies and procedures of the Graduate Medical Education Department and the Institutional and Program Manuals for moonlighting activities.
- 2.7 **Delinquent Medical Records.** Trainee acknowledges the importance of completing medical records in a timely fashion. In this regard, Trainee agrees to abide by the MHS policy including, but not limited to, MHS medical staff policies, concerning medical record documentation (collectively MHS and MHS medical staff policies pertaining to medical records are referred

³ Certain Trainees may not be eligible to moonlight – for example, Trainees participating in an educational program on a J-1 Visa status are not eligible

to herein as the "Medical Record Policies"). Without limiting the obligations set forth above, Trainee agrees that once any sanction is imposed on Trainee under any of the Medical Record Policies, Trainee will be subject to removal from his/her rotation and clinical patient care until he/she completes all overdue charts. Based on respective requirements of the training program in question, Trainee understands and acknowledges that imposition of removal from rotation and clinical duties may affect Trainee's graduation date as he/she will NOT receive credit for time off rotation to complete charts. Repeated failures to abide by the Medical Record Policies may lead to termination of Trainee from the training program. In addition to the Medical Record Policies, each training program has its own policies regarding timely completion of medical records which, as applicable, Trainee agrees to abide by.

- 2.8 **Acknowledgment of Potential Funding from State.** Trainee understands and agrees that to the extent funds used to pay Trainee are derived from the grant received by MHS from the Texas Board of Higher Education, Trainee hereby accepts and agrees to the authority of the State Auditor's Office, or any successor agency, to audit or investigate the expenditure of state funds under this contract. Trainee further agrees to cooperate fully with the State Auditor's Office or its successor, including providing all records requested.

3. **Duties of MHS.**

- 3.1 **Financial Support.** MHS shall provide to Trainee adequate financial support to ensure that Trainee is able to fulfill the responsibilities of his/her educational program. Specifically, MHS shall pay a per annum stipend of \$_____ to Trainee as compensation for the duties performed by Trainee pursuant to this Agreement.
- 3.2 **Professional Liability Insurance.** MHS shall secure and maintain a program of insurance and/or self-insurance covering Trainee against professional liability arising out of the performance of his/her training duties pursuant to this Agreement, irrespective of when the claim is made. To this end, MHS shall ensure that to the extent the liability protection program providing coverage to the Trainee as provided herein is a "claims-made" program, such program includes a feature allowing an extended reporting of claims ("Tail Coverage") that have occurrence dates within the MHS training period and that specifically relate to the Trainee's patient care activities associated with the MHS post-graduate training program. It is expressly understood that none of the coverage provided herein including the Tail Coverage provided under this liability protection program applies to any moonlighting activities that the Trainee participates in. This coverage includes legal defense of claims arising out of Trainee's performance of his/her training duties pursuant to this Agreement. MHS shall provide

Trainee with a summary of pertinent information regarding this coverage.

- 3.3 **Health, Life and Disability Insurance.** MHS shall provide health insurance for Trainee and his/her immediate family in a manner consistent with the benefits provided to full-time employees, provided that Trainee's immediate family members are listed on the health insurance enrollment card submitted to the Human Resources Department by Trainee. Such coverage shall be effective as of the first day of Trainee's employment in the Training Program. Any addition or deletion of family members to the Trainee's health insurance enrollment card must be made consistent with the MHS health and benefits plan document. MHS shall also provide life and disability insurance for Trainee.
- 3.4 **Vacation Leave.** Unless otherwise modified by the Program Director of Trainee's Training Program, MHS shall annually provide to Trainee paid vacation, consisting of twenty (20) days of paid leave. Vacation days must be scheduled in advance with the approval of Trainee's Program Director. Trainee will follow the Training Program's procedures in effect at the time in order to request and receive approval of Paid Time Off (PTO).
- 3.5 **Educational Leave.** At the discretion of the Program Director, leave time, with pay, for attending conferences may be provided to Trainee, depending on the number of years of Graduate Medical Education that Trainee has completed.
- 3.6 **Sick Leave.** MHS shall provide ten (10) days paid sick leave to Trainee annually, which may be provided, at MHS's discretion, in the form of an extended illness bank. In all instances in which Trainee takes sick leave, Trainee shall comply MHS HR procedures and with the notice requirements of his/her Training Program, as set forth in the Program Manual.
- 3.7 **Leave of Absence.** MHS shall provide Trainee with leave of absence benefits (including leave meeting the requirements of the Family Medical Leave Act) in accordance with MHS' Human Resources Policies including, but not limited to Policies #HR 195, #HR 196, #HR197, #HR198, and #HR202, and in accordance with MHS' GME Policy #011 Resident/Fellow Leave of Absence. However, any leave of absence may cause the period of Trainee's Training Program to be extended in accordance with Section 3.9, infra, depending upon the duration of the leave of absence.
- 3.8 **Professional Leave of Absence.** A professional leave of absence, without pay, may be taken only with the prior written approval of the Program Director and the Vice President of Graduate Medical Education. Such a leave of absence may cause the duration of the Training Program to be extended, in accordance with Section 3.9.

- 3.9 **Effect of Leave for Satisfying Completion of Program.** Any time away from training including leaves of absence (for any reason), vacation leave, and educational leaves, will be subject to compliance with MHS GME policies and the Training Program's accrediting body as well as the Program's American Board of Medical Specialties requirements for completion of the training program. Extended and/or additional training periods may be required to satisfy completion requirements.
- 3.10 **Meals.** During each shift that Trainee is on call in the hospital, MHS shall provide one meal for every 12-hour period, each with a value of approximately \$11.38, to Trainees for use at the MHS dining facilities. This will be provided to you in the form of a meal card. Once the funds are exhausted, it will not be replenished until the following academic year.
- 3.11 **Lab Coats.** MHS shall provide each Trainee with two lab coats during the first year of Trainee's Training Program and one lab coat per year thereafter. MHS does not provide a service for laundering Trainee's lab coats.
- 3.12 **Living Quarters.** MHS does not provide or arrange for living quarters for Trainees. However, MHS shall provide sleeping accommodations ("on call rooms") for Trainee's use while he/she is on call.
- 3.13 **Counseling, Medical and Psychological Support Services.** Trainee will be permitted to participate in MHS' Employee Assistance Program, in accordance with the policies of MHS governing such program and in a manner consistent with the benefits provided to full-time employees.
- 3.14 **Physician Impairment and Substance Abuse.** Trainee shall comply with MHS' Human Resources Policy governing Drug and Alcohol Abuse and the Disruptive and Impaired Physician policies, all as such policies may be, from time to time, amended and revised in MHS's sole discretion.
- 3.15 **Clinical and Educational Work Hours.** MHS is responsible for promoting patient safety and education through carefully constructed clinical and educational work-hour assignments and faculty availability, in accordance with accrediting bodies and with MHS' policy governing Resident/Fellow Clinical and Educational Work Hours, as that policy may be, from time to time, amended and revised in MHS's sole discretion.
- 3.16 **Reimbursement for Approved Expenses.** In accordance with MHS' and Training Program' customary practice, which may be amended and revised from time to time, by MHS in its sole discretion, MHS will reimburse Trainee for pre-approved reasonable expenses incurred by Trainee related to the Trainee's participation in the Training Program. All such reimbursements will not exceed amounts established in accordance with the annual budget for the Training Program and upon submission of appropriate

documentation consistent with the record keeping requirements of the Internal Revenue Service AND will only be made to extent approved by the appropriate MHS administrative personnel.

4. **Evaluations and Conditions for Reappointment.** The Program Director has responsibility for the evaluation and promotion (reappointment) of MHS GME trainees in such Program Director's Program. Trainee shall receive feedback on Trainee's performance during each rotation or similar educational assignment. The Program's Clinical Competency Committee, acting on behalf of the Program Director, shall evaluate and document the knowledge, skills, and professional growth of the Program's trainees at least semi-annually. In order to be considered for promotion or advancement to the next training level, Trainee must be participating fully in the educational and scholarly activities of the Training Program, compliant with MHS and GME policies and procedures, teaching and supervising other Trainees and/or students as appropriate, and participating in appropriate institutional committees as directed by the Program Director and Training Program requirements. Evaluations will be based on criteria outlined in the Program Manual, as same may be amended from time to time at MHS's sole discretion. Additionally, to be promoted or advanced to the next postgraduate year, the Program Director, following review by the Clinical Competency Committee, must attest Trainee has acquired the specific knowledge, skills, attitudes, and educational experience to demonstrate the following:

- A. Patient Care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health;
- B. Medical knowledge about established and evolving biomedical, clinical and cognate (epidemiological and social behavior) sciences and the application of this knowledge to patient care;
- C. Practice-based Learning and Improvement that involves investigation and evaluation of their patient care, appraisal and assimilation of scientific evidence and improvement of patient care.
- D. Interpersonal and communication skills that result in effective information exchange and teaming with patients, their families and other health care professionals;
- E. Professionalism, as manifested through a commitment to carry out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population;
- F. System-based practice, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system for health care and the ability to effectively call on system resources to provide care that is of optimal value.

Trainees should familiarize themselves with the evaluation procedures specific to the Training Program by reading the applicable sections of the Program Manual.

5. **Non-renewal of Agreement.** In the event that MHS intends not to renew a Trainee's agreement or not to promote Trainee to the next level of training, MHS

will provide Trainee with a written notice of intent not to renew at least four (4) months prior to the expiration of Trainee's current agreement. If the primary reason for the non-renewal or non-promotion occurs within the four months prior to the end of the Agreement, MHS will provide Trainee with as much written notice of intent not to renew or promote as circumstances will reasonably allow, prior to the expiration of this Agreement. A Trainee who receives a notice of intent not to renew will be allowed to implement MHS' grievance procedure, as described below.

6. **Grievance Procedures.** In the event that Trainee desires to file a grievance, Trainee shall follow the guidelines set forth in MHS' policy on grievances applicable to participants of MHS's graduate medical education program, as such policy may be amended from time to time by MHS in its sole discretion. At its sole discretion and depending upon the nature of the grievance filed or basis for grievance, MHS will use the GME Due Process Guidelines, as same may be revised and amended from time-to-time, in its consideration of the filed grievance.
7. **Policy on Harassment.** Trainee shall comply with MHS Human Resources Policy governing Equal Employment Opportunity and Sexual Harassment, as such policy may be amended from time to time by MHS in its sole discretion.
8. **Training Program Closure/Reduction Policy.** If MHS intends to reduce the size of, or close, the Trainee's Training Program, MHS shall inform Trainee of such reduction/closure as soon as possible. In the event of such a reduction or closure, MHS shall permit Trainee to complete his/her education, or assist Trainee in enrolling in an appropriately accredited program in which Trainee can continue Trainee's education.
9. **Evaluation of Teaching Staff.** Trainee shall have the opportunity to submit to the Program Director, or other designated individual, confidential written evaluations of the educational experience and the members of the faculty of Trainee's Training Program at least annually.
10. **Restrictive Covenants.** Nothing contained herein shall be construed to require Trainee to enter into a non-competition agreement with MHS in exchange for fulfilling Trainee's educational desires as set out in this Agreement.
11. **Term and Termination.** The term of this Agreement shall be for a period of one year, commencing on _____⁴ and ending on _____.

MHS may terminate Trainee's participation in the Training Program in the event that Trainee: (i) fails to progress professionally at a satisfactory rate; (ii) engages in repeated Minor Misconduct, as defined by MHS' Human Resource policy; or (iii) engages in Major Misconduct, as defined by MHS' Human Resources policy. Termination will be handled in accordance with MHS then existing policies on

⁴ Should be date Trainee will attend initial orientation

remediation, probation, suspension, dismissal and termination, provided however decisions related to Minor and Major Misconduct will be made in a manner consistent with how and by whom such decisions are made when these types of termination events occur with MHS's non-graduate medical education employed staff.

12. **Non-Qualification for Unemployment Compensation.** It is understood and agreed that services performed by Trainee in the fulfillment of obligations in the GME Program are services performed in a hospital by an individual who has successfully completed and graduated from a medical school chartered or approved under state law and that such services do not constitute employment as defined by the Texas Unemployment Compensation Act. Trainee further acknowledges, understand, and agrees for the above-stated reason that Trainee shall neither qualify for, apply for, or be entitled to unemployment compensation benefits at the conclusion or termination, for any reason, of this Agreement, or any extension thereof.
13. **Entire Agreement: Amendment.** This Agreement constitutes the complete and final understanding of the parties with respect to the performance of duties hereunder and supersedes any prior or contemporaneous understanding or agreement, whether written or oral, concerning such duties. This Agreement may be amended only by a writing signed by both parties, except that MHS may unilaterally amend any policies and procedure of MHS and the GME Program, including MHS' Employee Handbook and the Institutional and Program Manuals, and Trainee shall be required to abide by these policies as amended.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
15. **Severability.** If any portion or portions of this Agreement shall, for any reason, be declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable and shall be carried into effect. In the event that the portion of the Agreement that is held invalid or unenforceable renders the entire Agreement unenforceable, the Agreement shall automatically terminate unless the parties execute a written amendment that renders the Agreement enforceable.
16. **Waiver.** A waiver of any clause of this Agreement by either party may be affected only in a writing signed by both parties. No waiver of any clause shall be construed as a waiver of any other clause of this Agreement. No waiver of any breach of any provision of this Agreement shall be construed as a continuing waiver of such breach or similar breaches.
17. **Policies.** Trainee expressly understands and agrees that all references to MHS and/or GME policies shall carry with it the understanding, whether expressly stated in the section of this Agreement or not, that all such references shall be interpreted