

DALLAS COUNTY HOSPITAL DISTRICT
Parkland Health & Hospital System
EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is between Dallas County Hospital District ("DCHD") and, _____, ("Employee" or "House Staff Officer").

The Employee agrees to serve as a House Staff Officer at DCHD or at such location and under such terms as deemed appropriate by the Chief Executive Officer of DCHD, under the following terms and conditions:

1. **Training Program:** _____ **Post-Graduate Year:** _____
2. **Duration:** _____, unless the House Staff Officer takes an approved leave of absence or their participation in the above mentioned training program is suspended and/or terminated. In the case of suspension, the period of suspension will be without pay and shall be added to the House Staff Officer's obligation.
3. **Stipend:** \$ _____ annually. Such stipend shall be paid in bi-weekly pay periods (every other Tuesday) and is in consideration for performance of duties assigned by DCHD. The House Staff Officer understands and agrees that such stipend may be withheld by DCHD if the employee has delinquent medical records either at DCHD or at any other institution to which the House Staff Officer may rotate during the course of the year. The stipend may be withheld until such time as the delinquent medical records are completed to the satisfaction of DCHD or its designee.
4. **Work Hours** of the House Staff Officer will be in accordance with the training program standards set by The University of Texas Southwestern Medical Center at Dallas.
5. **Living Quarters (Housing):** DCHD does not provide assistance for locating housing, nor does DCHD provide on-campus housing quarters.
6. **Parking:** A \$10.00 deposit and a bi-weekly fee of \$8.08 are charged for campus parking. The parking fee is payroll deducted from the House Staff Officer's paycheck regardless of where the House Staff Officer may be rotating.
7. **Meals:** House Staff Officers who are assigned to in-house call will receive \$5.00 per night call which will be distributed on their debit meal card. No more than a \$60.00 balance may be carried on the meal card at any time.
8. **Laundry and Uniforms:** DCHD laundry facilities are available for cleaning lab coats, if desired, at no expense. Scrub suits are provided by DCHD, for House Staff Officer's working in the Operating Room, Labor and Delivery and Burn Unit. House Staff Officer will be charged a deposit by DCHD before receiving a Scrub Dispensing System "Pixis" identification number.
9. **BENEFITS:**
House Staff Officer is eligible for benefits described in this Employment Agreement and as described in the DCHD House Staff Benefits-At-A-Glance.
 - **Personal Leave Time Off ("PTO"):** Fifteen days of PTO for twelve month's and/or each PGY-level of training is provided and may be used for vacation or educational leave, as authorized by the House Staff Officer's Program Director or their designee. Family leave is allowed under the Family Medical Leave Act, however the House Staff Officer must at all times remain in good academic standing. PTO does not accumulate from year to year.
 - **Sick Leave:** Ten days of sick leave for twelve month's and/or each PGY-level of training is provided. Sick leave does not accumulate from year to year.
 - **Disability Benefits:** House Staff Officer is covered by the DCHD Long-Term Disability Plan as outlined in the House Staff Benefits-At-A-Glance.
 - **Insurance:** Group health insurance is provided at a nominal cost to employees with the balance of the cost paid by DCHD as set out in the Benefits Manual. Enrollment of the House Staff Officer's spouse

and/or dependents in the group plan is available at the House Staff Officer's expense. Benefits payable under this plan are subject to any changes made to the Benefits program during the course of the year.

- **Counseling Services:** House Staff Officers may access counseling services through the DCHD Employee Assistance Program as outlined in the Benefits Manual.
- **Malpractice Insurance:** DCHD does not provide malpractice insurance. However, as a political subdivision of the State of Texas, DCHD may pay claims in accordance with the Texas Tort Claims Act up to \$100,000 per injured party and \$300,000 per occurrence. Coverage only applies to activity that occurs while in the course and scope of employment, performing only those tasks assigned by the appropriate officers of DCHD. Coverage does not include intentional acts or gross negligence. The House Officer should consult The University of Texas Benefit Plan or the Department of Veteran's Affairs for claims arising during assigned rotations in institutions other than DCHD.
- **Social Security:** DCHD does not participate in the Retirement/Disability portion of Social Security, nor are House Staff Officers eligible to participate. House Staff Officers will participate in DCHD's Retirement Income Plan as well as in the Medicare portion of Social Security. The House Staff Officer's stipend will be subject to a deduction for the Retirement Income Plan and the Medicare tax.
- **Harassment and Discrimination:** All employees have the right to work in an environment free from all forms of harassment and discrimination as well as conduct which can be considered coercive or disruptive, including sexual harassment. For harassment policy please see House Staff Orientation compact disc, Discipline and Rules Section, Harassment Policy #6000-3100.

10. **CONDITIONS OF EMPLOYMENT:**

- **Licensure/Permits.** House Staff Officer must have either a Texas Medical License or a Physician In Training Permit. The House Staff Officer must submit their license or permit to DCHD. The House Staff Officer agrees that they will at all times maintain their license in accordance with the laws and regulations of the State of Texas. DCHD does not cover costs associated with licensing or permits. The House Staff Officer is responsible for obtaining a Physician In Training permit and covering the required fee set by the Texas Medical Board. The House Staff Officer's employment is subject to immediate termination if these requirements are not met and maintained.

House Staff Officer will not be allowed to begin work nor receive pay until their Physician in Training Permit and/or Texas Medical license has been received by the DCHD House Staff GME office.

- **Triplicate Prescription Program.** The Texas Department of Public Safety requires House Staff Officers' holding a Texas Physician In Training permit to use triplicate prescription pads for certain scheduled drugs. Failure to comply with the rules may result in sanctions by the Texas Department of Public Safety, Texas Medical Board, DCHD and/or The University of Texas Southwestern. DCHD will not reimburse the House Staff Officer for the cost of acquiring the necessary prescription pads. If the House Staff Officer obtains a full Texas Medical license, they are required to return all unused triplicate prescription pads to the DCHD House Staff GME Office. Failure to comply with these rules may result in sanctions by the Texas Department of Public Safety.

House Staff Officers who have obtained a full Texas Medical license through the Texas Medical Board are required to obtain a Drug Enforcement Administration (DEA) and Department of Public Safety (DPS) license. House Staff Officer is responsible for obtaining such licensure and agrees that they will at all times maintain their license in accordance with the laws and regulations of the State of Texas. DCHD will not reimburse the House Staff Officer for the cost of obtaining licensing.

- **Health Status:** House Staff Officer must be considered fit for duty at all times of employment.

House Staff Officers suspected of impairment due to physical or mental illness or substance abuse shall be referred to the Committee on Physician Peer Review and Assistance as outlined in the House Staff Orientation compact disc.

- **Immunizations:** The House Staff Officer agrees to secure immunizations for measles, diphtheria, tetanus, mumps, rubella, and hepatitis B, and submit to an annual tuberculosis test. House Staff Officer will keep such immunizations current during the term of this Agreement and provide written documentation of immunization as requested by DCHD. Immunizations MUST be current and up-to-date while employed at DCHD. Arrangements for immunizations and testing shall be the sole responsibility of the House Staff Officer. Failure to comply with this provision will result in the suspension without pay of House Staff Officer employment.
- **Mandatory Training:** The House staff officer agrees to complete all employment training as deemed mandatory by DCHD.
- **Drug Screening:** DCHD requires House Staff Officer to provide proof of a negative urine drug screen collected no more than six months prior to the House Staff Officer employment start date. The urine drug screen must be conducted at a DCHD approved collection site.
- **Background Check:** House Staff Officer will be required to complete and sign the Fair Credit Reporting Act Form and undergo a criminal background check prior to their employment start date. A House Staff Officer who refuses to complete, sign and submit the form will be removed from further consideration for employment at DCHD. Upon Completion of the security background check, if there is an adverse action in the House Staff Officer's record within the last 10 years, the Manager of House Staff GME office will contact the Vice President, Medical Affairs and The University of Texas Southwestern Associated Dean of Medical Education to make a determination of employability of the House Staff Officer. Each adverse action will be reviewed with consideration of the following factors:
 - a. Specific duties of the position;
 - b. Number of offenses;
 - c. Nature of each offense;
 - d. Length of time intervening between the offense and the employment decision;
 - e. Employment history;
 - f. Efforts at rehabilitation; and,
 - g. Accuracy of the information that the individual provided on the employment application.

11. **Training Program.** House Staff Officers shall meet the qualifications for resident eligibility as outlined by the Accredited Commission of Graduate Medical Education (ACGME) requirements and the Eligibility Section of The University of Texas Southwestern Medical Center at Dallas policy. House Staff Officers agree to conform to all DCHD and The University of Texas Southwestern Medical Center at Dallas policy and rules as applicable.

As the position of House Staff Officer involves a combination of supervised, progressively more complex and independent patient evaluation, medical and surgical management within the scope of practice for House Staff in a given specialty and formal educational activities, the academic, clinical and professional competence of the House Staff Officer is evaluated on a regular basis by the training program. The training program maintains a record of House Staff Officer evaluations, which are confidential to the extent allowed by law.

The position of House Staff Officer entails provision of care commensurate with the House Staff level of advancement and competence, under the general supervision of appropriately privileged attending teaching staff. House Staff educational activities include: participation in safe, effective and compassionate patient care; developing an understanding of ethical, socioeconomic, medical and legal issues; medical and legal issues; applying cost containment measures in the provision of patient care; participation in the educational activities of the training program and as appropriate; responsibility for teaching and supervising other residents and students; participation in institutional orientation and education programs and other activities involving the clinical staff; participation in institutional committees and councils to which the House Staff Officer is appointed or invited; performance of these duties in accordance with the established practices, procedures and policies of the institution; and those of its programs, clinical departments and other institutions to which the House Staff Officer is assigned.

The House Staff Officer agrees to provide appropriate and conscientious care to their patients; to abide by the published Medical Staff Bylaws; cooperate with patient care, quality improvement and safety directives issued by the DCHD Medical Director or designee and to discharge all duties of a House Staff Officer as determined by DCHD.

12. **Reappointment.** Reappointments to the training program are based on evaluation by the program faculty and recommendation to DCHD by the program director.
13. **Medical Records.** It is agreed and understood that failure to complete medical records according to the rules and regulations of DCHD or affiliated hospitals will result in the withholding of House Staff Officer's stipend until such deficiency is eliminated to the satisfaction of DCHD. Further, the continued medical record delinquency by the House Staff Officer may result in the suspension without pay of their employment.
14. **Academic Standing.** House Staff Officer, as a condition of their employment, must at all times remain in good academic standing with The University of Texas Southwestern Center at Dallas training program. In the event that the House Staff Officer is not in good academic standing, the House Staff Officer shall be suspended without pay and/or terminated, effective on the date that the House Staff Officer is no longer in good academic standing. Such suspension and/or termination shall remain in effect until such time as the House Staff Officer regains their good academic standing with their training program. Suspension and/or termination under this section is governed by The University of Texas Southwestern Medical Center at Dallas' policy and procedures for supervision, evaluation, discipline and grievances of GME trainees for corrective action appeals and general grievances and not by the appeal provisions of the Medical Staff Bylaws. Suspension and/or termination from the training program does not entitle House Staff Officer to unemployment benefits through DCHD.
15. **Certificate:** If the House Staff Officer fulfills their obligations and discharges their duties to the satisfaction of DCHD, DCHD will issue a certificate signed by the Chairman of the Board of Managers, the appropriate Department Chairman, and the Chief Executive Officer of DCHD indicating satisfactory performance in the program. DCHD specifically reserves the right to withhold the certificate of recognition until the House Staff Officer is in compliance with all rules, regulations and personnel policies, including but not limited to, the payment of any and all money due DCHD and completion of all medical records in accordance with the rules and regulations of DCHD and Medical Staff.
16. **Failure to Complete Program.** If the House Staff Officer fails to satisfactorily complete all assignments for the duration of their training program, they forfeit the right of obtaining a certificate of recognition from DCHD. Non-completion will be reported to the Texas Medical Board.
17. **Outside Employment and/or Professional Activities.** House Staff Officer agrees to follow DCHD policies regarding outside employment and/or professional activities. Any participation in a private or outside medical or dental practice must have the approval of the Program Director. Outside employment and/or profession activities will not be allowed to interfere with the obligations of the House Staff Officer to DCHD. In addition, the House Staff Officer must, as all times be rested and alert while performing their duties.
18. **Safety.** House Staff Officer agrees to abide by DCHD Infection Control, Quality Improvement, Risk Management and Occupational Health Policy and Procedures. House Staff Officer agrees to report adverse patient occurrence or outcomes to the risk management staff.
19. **Cooperation with Investigation:** House Staff Officer agrees to cooperate fully with DCHD's risk management staff or legal counsel in investigating any claim seeking damages by a third party that may be asserted against the House Staff Officer or against DCHD, based upon the conduct of the House Staff Officer or other DCHD employees. In the event the House Staff Officer is served with any legal document or receives communication from an attorney regarding an incident arising out of conduct at DCHD, they must immediately report same to the DCHD General Counsel.
20. **Independence of Decision Making:** To avoid interference with the independence of their prescribing practices, a House Staff Officer must never accept from a drug company or similar entity any grants, scholarships, subsidies, support, gifts, consulting contracts, cash or cash equivalents, educational or practice related items, meals, entertainment, or recreation, or items for personal benefit, except certain items not of substantial value (\$25 or less) intended for the benefit of patients may occasionally be accepted.

In addition, an occasional modest meal may accompany a scientific or educational presentation provided that the venue and manner of presentation is conducive to scientific or educational interchange.

21. **Financial Influences/Relationships.** A House Staff Officer, family member or associated entity may not have equity interest or annual income of \$10,000 or more or 5% or more ownership interest in any business entity related to drug manufacturers.
22. **Termination.** DCHD reserves the right to terminate the agreement of any House Staff Officer for cause during the term of this agreement. The following are some examples of misconduct that would be cause for immediate termination:
- Possession, manufacturing, dispensing, use or sale of illegal drugs or alcoholic beverages on DCHD property;
 - Unauthorized possession of DCHD property or property of a DCHD employee, patient or visitor;
 - Harassment of any individual associated with DCHD (including physical, verbal and/or sexual);
 - Harassment of any patient (including physical, verbal and/or sexual);
 - Assault or fighting on DCHD property;
 - Possession of firearms, dangerous weapons, or explosives on DCHD property, unless the individual has DCHD written approval for such possession in the performance of their job;
 - Gross negligence or willful indifference that jeopardizes the life and/or welfare of another individual or produces significant financial loss to DCHD;
 - Directing abusive/threatening language or any other acts of disrespect toward a patient, visitor or employee;
 - Disclosing information of a confidential nature to unauthorized persons, or any action by an employee that is a breach of professional ethics;
 - Falsification of employment application, time and attendance reports, medical records, production reports, or other DCHD records;
 - Fraud and/or abuse involving any billing, administrative or regulatory procedures including but not limited to Medicare, Medicaid and other governmental programs as well as private pay and other third party reimbursement programs;
 - Failure to report and/or detect suspected fraud and/or abuse involving any billing, administrative or regulatory procedures including but not limited to Medicare, Medicaid and other governmental programs as well as private pay and other third party reimbursement programs;
 - Failure to maintain proper or professional decorum in the workplace;
 - Performance of illegal acts on DCHD property may result in criminal prosecution;
 - Failure to maintain up-to-date immunizations;
 - Failure to comply with mandatory training; and
 - Failure to hold a valid Texas Physician In Training permit and/or Texas medical license.
23. **Records.** In addition to records maintained by the clinical program the DCHD will maintain an employment record on the House Staff Officer.

SAMPLE CONTRACT ONLY

House Staff Officer

Vice President, Medical Affairs
for Dallas County Hospital District

Date

Date

(revised 12/11/06)