

(SAMPLE CONTRACT)

DALLAS COUNTY HOSPITAL DISTRICT Parkland Health & Hospital System

AGREEMENT OF APPOINTMENT

Employment agreement between Dallas County Hospital District ("DCHD") d/b/a Parkland Health & Hospital System ("PHHS") and, _____, Employee (also referred to as "House Staff Officer").

The Employee binds himself/herself to serve as a House Staff Officer (Resident Physician) at the Hospital 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. **Type of Residency:** _____ **Post-Graduate Year:** _____
2. **Duration:** _____, unless the House Staff Officer has taken an approved leave of absence or whose medical staff privileges have been suspended in which case the period of suspension shall be added to the House Staff Officer's obligation.
3. **Stipend:** \$ _____ annually. Payment of such stipend may be made in such manner and such time as may be determined by DCHD, but such payment shall be made in bi-weekly pay periods (every other Tuesday) and is in consideration for performance of duties assigned by PHHS. The House Staff Officer understands and agrees that such stipend may be withheld by DCHD if the employee has delinquent medical records either at PHHS or at any other institution to which the House Staff Officer may rotate during the course of the year on the day that such payment would be made. The stipend may be withheld until such time as the delinquent medical records are completed to the satisfaction of DCHD or its designee. A change in stipend, if any, will occur in the form of a new agreement when the duration of this agreement has expired.
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 any assistance for locating housing nor are there any on-campus housing quarters.
6. **Parking:** A \$10.00 deposit and a bi-weekly fee of \$8.08 are required if parking is desired. The parking fee is payroll deducted from the House Staff Officer's pay check regardless of where they may be rotating.
7. **Meals:** Available on an a la carte, cash basis. House Staff Officers who are assigned to take in-house call will receive a meal ticket in the amount of \$5.00 per night call. Meal tickets are issued by the department's chief resident.
8. **Laundry and Uniforms:** PHHS laundry facilities are available for uniform laundry, if desired, at no expense. Scrub suits are provided by PHHS, but a deposit to cover the cost may be charged by PHHS.
9. **BENEFITS:**
 - **Personal Leave Time Off "PTO":** Fifteen days of PTO for the year's service is allowed, which may be used for vacation, or educational leave, based on the authorization of the House Staff Officer's Program Director or his/her designee. Family leave is allowed under the Family Medical Leave Act, but the House Staff Officer must at all times remain in good academic standing. PTO leave does not accumulate from year to year.
 - **Sick Leave:** Ten days of sick leave for the year's service is allowed. 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 Benefits Manual.

- **Hospitalization Insurance:** Group hospitalization insurance is provided at a nominal cost to employees with the remainder of the cost paid by DCHD. Enrollment of the House Staff Officer's spouse and/or dependents in the group plan is available at his/her expense. Benefits payable under this plan are subject to any changes made in the program during the course of the year.
- **Counseling Services:** House Staff Officers may access counseling services through the 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 can pay claims in accordance with the Texas Tort Claims Act up to \$100,000 per individual and \$300,000 per occurrence. This applies to situations that occur while in the course and scope of employment, performing only those tasks assigned by authority of officers of DCHD. Coverage includes acts of ordinary negligence, but does not include intentional acts (such as assault) or gross negligence.
- **Social Security:** DCHD does not participate in the Retirement/Disability portion of Social Security nor are House Staff Officers eligible to participate. DCHD does participate in the Medicare portion of Social Security and the House Staff Officer's stipend will be subject to Medicare tax.
- **Harassment:** All employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercing or disruptive including sexual harassment. For harassment policy please see House Staff Orientation Manual.

Except as expressly provided herein, the House Staff Officer shall not be entitled to all DCHD benefits described in the **Personnel Policy Manual** of DCHD. The House Staff Officer is, however, entitled to all rights and privileges as set forth in the Medical Staff Bylaws of PHHS.

10. **Licensure/Permits.** To treat patients at the DCHD, House Staff Officer must have either a Texas License or a Physician In Training Permit. The House Staff Officer must submit his/her license or permit to PHHS. The House Staff Officer agrees that he/she will at all times maintain his/her license in accordance with the laws and regulations of the State of Texas. DCHD does not cover costs associated with licensing or permits. If the House Staff Officer lacks a Texas License, DCHD House Staff Coordinator will forward him/her a Physician In Training application, which must promptly be signed and returned. The House Staff Officer is responsible for covering the required \$60.00 Physician In Training fee. The House Staff Officer's privileges are subject to immediate cancellation if these requirements are not met.
11. **Prescription Supplies.** The Texas Department of Public Safety administers a triplicate prescription program for Scheduled II Drugs. DCHD agrees to reimburse the House Staff Officer for the cost of acquiring the necessary supplies in writing prescriptions. The House Staff Officer is bound by the rules of the Texas Department of Public Safety for this program. Failure to comply with the rules may result in sanctions by the Texas Department of Public Safety, The Texas State Board of Medical Examiners, DCHD and/or The University of Texas Southwestern Medical School. DCHD will **not** reimburse the House Staff Officer for cost of obtaining licensing.
12. **Health Status:** Texas Law requires that a physician knows his/her HIV and hepatitis status and that such physician must seek the counsel of the hospitals review committee if the status is positive to determine whether their practice will be restricted. Failure to comply with Texas Health and Safety Code Sections 85.201, et seq. will result in the immediate termination of house staff privileges.

House staff officers suspected of impairment shall be referred to the Committee on Physician Peer Review and Assistance as outlined in the House Staff Manual.

13. **Immunization:** The House Staff Officer agrees to secure immunizations for measles, diphtheria, tetanus, mumps, rubella, and hepatitis B, and submit to a yearly tuberculosis test, and to keep such immunizations current during the term of this agreement and provide written documentation. Arrangements for immunizations and testing shall be made by and at the direction of the Division of Infectious Diseases, Internal Medicine. Failure to comply with this provision will result in the suspension of House Staff Officer privileges, unless a waiver has been obtained from the Director of Infectious Diseases, or withholding of any wages due to the house staff officer at the discretion of the DCHD.

14. **Training Program.** House Staff Officers shall meet the qualification for resident eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the AMA Graduate Medical Education Directory. House Staff Officers agree to conform to all rules, regulations in the Medical Staff Bylaws of DCHD, as well as all applicable DCHD policies including, without limitation, those regarding sexual harassment and discrimination.

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 clinical program. The program maintains a confidential record of the evaluations.

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. This includes: participation in safe, effective and compassionate patient care; developing an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in the provision of patient care; participation in the educational activities of the training program and as appropriate, assumption of responsibility for teaching and supervising other residents and students, and 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; and 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.

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

15. **Reappointment.** Reappointments are based on evaluation by the program faculty and recommendation to DCHD by the program director.
16. **Medical Records.** It is agreed and understood that failure to complete medical records according to the rules and regulations of DCHD or affiliated hospitals, the Medical Staff, 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 of the House Staff Officer may result in the suspension of his/her medical privileges. Such suspension will result in the suspension of the stipend during the length of the suspension.
17. **Academic Standing.** House Staff Officer, as a condition of his/her status, must at all times remain in good academic standing with the University of Texas Southwestern Medical School training program. In the event that the House Staff Officer is not in good academic standing, then the House Staff Officer shall be suspended/dismissed without pay, effective on the date that the employee is no longer in good academic standing. Such suspension/dismissal shall remain in effect until such time as the employee regains his/her good academic standing. Suspension/dismissal under this section shall not be subject to the appeal provisions of the Medical Staff Bylaws.

See House Staff Manual for University of Texas policy and procedures for supervision, evaluation, discipline and grievances of GME trainees for corrective action appeals and general grievances.

18. **Certificate.** If the House Staff Officer fulfills his/her tenure of obligation and discharges his/her duties to the entire satisfaction of DCHD, DCHD will issue a certificate signed by the Chairman of the Board of Managers, the appropriate Department Chairman, and the President of the Hospital indicating satisfactory performance of said duties. DCHD specifically reserves the right to withhold the aforesaid certificate of recognition until all rules, regulations and personnel policies have been complied with, 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. Failure to timely complete medical records during the course of the year may result in the denial of a certificate.

19. **Failure to Complete Program.** If the House Staff Officer fails to remain on the service the full time of his/her agreement, he/she forfeits the right of obtaining any certificate of recognition for the time served at this institution, and the incident will be reported to the American Medical Association Council on Medical Education, and to the appropriate Specialty Board.
20. **Outside Employment/Activities.** House Staff Officer agrees to follow DCHD policies regarding outside employment/professional activities. Any participation in a private or outside medical or dental practice must have the approval of the Program Director and DCHD Chief Executive Officer or his designee but in no event will such practice be allowed to interfere with the duties of the House Staff Officer. In addition, the employee must, as all times be rested and alert while performing his/her duties.
21. **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.
22. **Cooperation With Investigations.** 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 employee or against the DCHD based upon the conduct of the House Staff Officer or other DCHD employees. In the event the House Staff Officer is served with citation in a lawsuit arising out of conduct at PHHS, he/she must immediately report same to Director of Legal Affairs.
22. **Schedules.** Upon request the House Staff Officer agrees to provide DCHD with a monthly schedule of all his/her monthly rotations and assignments. In the event that this schedule is not provided, DCHD may withhold the House Staff Officer's bi-weekly stipend until such schedule is provided.
23. **Independence Of Decision Making.** A House Staff Officer may never accept anything from a drug company or related entity in exchange for prescribing products or for a commitment to continue prescribing products.

To avoid interference with the independence of their prescribing practices, a House Staff Officer must never accept from a drug company or related 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. Items not of substantial value (\$100 or less) intended for the benefit of patients may occasionally be accepted. 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.

24. **Financial Influences/Relationships.** A house staff officer, family member or associated entity may not have equity interest or yearly income of \$10,000 or more or 5% or more ownership interest in any business entity related to drug manufacturers.
25. **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 an 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 with an individual associated with DCHD 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 his/her job.
 - Gross negligence that jeopardizes the life and/or welfare of another individual or produces significant financial loss to the Hospital.
 - Threatening, intimidating, coercing, or interfering with other employees, patients, visitors, or other affiliated staff.

- 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.
26. **Records.** In addition to records maintained by the clinical program the DCHD will maintain an employment record on the House Staff Officer.

Resident Employee

Vice President, Medical & House Staff Services
for Dallas County Hospital District

Date

Date

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(newdr's/remunerative2004-05)