

Residency Agreement of Appointment

This Residency Agreement of Appointment (“Agreement”) is entered into and effective the 1st day of July, 2018, by TMH Physician Organization (“TMHPO”), a Texas non-profit corporation d/b/a Houston Methodist Specialty Physician Group and Resident Name (“Resident”).

A. APPOINTMENT

TMHPO hereby appoints Resident to Houston Methodist Hospital’s (“Hospital”) <<Program>> (“Program”), PGY, Program Level, Pay Level.

The term of this appointment is one year and will terminate on June 30, 2019. This Agreement supersedes any previously signed agreements covering this period of time. All policies and procedures referenced in this Agreement are available on the Hospital’s intranet website at <http://www.houstonmethodist.org> (click Education, click GME and Postgraduates, click Graduated Medical Education, click Institutional Policies).

TMHPO agrees to perform a series of administrative and educational functions for the benefit of both the Resident and the Program. These functions include:

1. Payment of Resident’s salary
2. Provision of employment related services
3. Maintenance of records reasonably necessary for compliance with Policies and Procedures
4. Procurement and administration of the fringe benefits set out in this Agreement

B. RESIDENT’S RESPONSIBILITIES

1. The Resident agrees to comply with the following obligations:
 - a. Meet the conditions outlined in this Agreement and in the Hospital’s Procedure GME03 (Resident Eligibility, Selection, and Appointment)
 - b. Hold a current, unrestricted Texas medical license or training permit, as applicable, and maintain this license as active during participation in the Program at the Hospital and other facilities affiliated with the Program
 - c. Meet the Program’s standards for learning and advancement, including the objective demonstration of the acquisition of knowledge and skills
 - d. Demonstrate behavior that is ethically and morally in keeping with the Resident’s position as a physician
 - e. Refrain from behavior that adversely influences the welfare of the Hospital’s Programs, Residents, and/or staff including the affiliate hospitals and their physicians and staff
 - f. Actively participate in the care of all patients to which the Resident is assigned
 - g. Complete all assigned rotations developed by the Program in accordance with Accreditation Council for Graduate Medical Education (“ACGME”) guidelines for training in the Program’s field of medicine
 - h. Follow established guidelines for following and reporting duty hours
 - i. Comply with procedure and case log reporting requirements
 - j. Participate in institutional and departmental committees and councils and in the quality assurance activities of the clinical services to which he or she is assigned
 - k. Participate in an educational program regarding physician impairment, including substance abuse and sleep deprivation
 - l. Abide by all applicable policies, procedures, rules, and regulations of the Hospital and the affiliate sites and institutions to which the Resident is assigned
 - m. Read and comply with program and departmental policies and procedures

- n. Comply with the duties and responsibilities assigned by the Program Director and with those described in Procedure GME05 (Responsibilities of Residents)
2. The Resident will be required to complete medical records in a timely manner. Mandatory components of the Program include: dictation of chart summaries, signing of patient orders, and compliance with the rules and regulations of the medical records departments of each affiliated hospital to which the Resident is assigned. Failure to complete medical records promptly and accurately will indicate failure to deliver adequate care of patients and is considered grounds for corrective action.
3. The Resident must maintain the confidentiality of all personal health information of hospitals' patients. Thus, the Resident must comply with all applicable state and federal laws regarding patient confidentiality, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its corresponding regulations ("HIPAA"). The Resident's breach of HIPAA shall be cause for Hospital to terminate this Agreement.
4. As a condition of acceptance to the Program and to the extent applicable to the Resident, all professional fees derived from services provided by the Resident will accrue to TMHPO. The Resident waives all rights to fees for professional services to patients, regardless of the level of participation in the care of those patients.

C. FACULTY RESPONSIBILITIES AND SUPERVISION

The Program Director and Program Faculty are responsible for resident training and supervision as outlined in the ACGME institutional, common, and program-specific guidelines and as described in Procedures GME08 (Supervision of residents) and GME18 (Responsibilities of Program Directors). The Program Director and faculty are responsible for ensuring that Resident has access to information related to eligibility for specialty board examinations.

D. SALARY AND FRINGE BENEFITS

Subject to your satisfactory participation in the GME program during the term of this appointment, you will receive stipend and benefits as established by The Houston Methodist Hospital System for its trainees. The current stipend for a trainee at your Program Level/Post Graduate Year is not less than \$ Salary. As a resident at Houston Methodist Hospital, your stipend is subject to all deductions required by state and federal law and such other deductions as you may authorize. This appointment is also contingent upon the availability and continuance of funding. Detailed information on stipend levels, funding reduction, and benefits, including professional liability, health and disability insurance, leave policies, and other support services, may be found on the Houston Methodist Hospital GME website (<http://www.houstonmethodist.org/education/gme-postgraduate/graduate-medical-education/>).

Access to food service is provided by Hospital. Resident will be responsible for securing his or her living quarters, transportation, and laundry service. If Resident is taking in-house call, then clean, adequately lit call rooms will be provided by the applicable hospitals and made available to the Resident on call for sleep.

E. CONDITIONS FOR REAPPOINTMENT AND NON-PROMOTION AND PROMOTION TO SUBSEQUENT PGY LEVEL

1. Evaluation. The Resident will be evaluated with regard to his or her performance, knowledge, skills, satisfactory progressive scholarship, and professional growth in accordance with Procedure GME08 (Resident Evaluation). Evaluations will be communicated to the Resident in a timely manner. The evaluations and the Resident's responses to the evaluations, if any, will be maintained in the Program or department office and will be accessible to the Resident for review.

2. Reappointment. To progress in the Program and to successfully complete the Program, the Resident must demonstrate his or her ability to assume increased responsibility for patient care and to perform the responsibilities of a resident (GME05). Advancement to higher levels of responsibility will be on the basis of an evaluation of his or her readiness for advancement. This determination is the responsibility of the Program Director with input from members of the teaching staff in accordance with Procedure GME06 (Promotion and Reappointment).
3. Non-renewal of appointment or non-promotion. Non-renewal of appointment or non-promotion will be based on the Program's evaluation of the Resident's performance and progress according to Procedure GME06. Resident will be notified in writing of the intent not to renew the agreement of appointment no later than 4 months prior to the end of the Resident's current agreement. If the primary reason(s) for the non-renewal or non-promotion occur(s) within the 4 months prior to the end of the current agreement, the Program will provide the Resident with as much written notice of the intent not to renew or not to promote as circumstances will reasonably allow prior to the end of the agreement. The Resident will be allowed to implement the grievance procedures (GME10—Adverse Academic Actions) if the Resident has received a written notice of intent not to renew the agreement of appointment or of intent to renew the agreement but not to promote the Resident to the next level of training.

F. GRIEVANCE PROCEDURES AND DUE PROCESS

The Program encourages fair, efficient, and equitable solutions for problems that arise from the appointment of the Resident to the Program. Academic or other disciplinary actions taken against the Resident that could result in dismissal, non-renewal of the Resident's agreement, non-promotion of the resident to the next level of training, or other actions that could significantly threaten a Resident's intended career development must be addressed per Procedure GME 10. The Resident may adjudicate complaints related to non-adverse academic actions, related to the work environment, or issues related to the program faculty through Procedure GME11 (Nonacademic Grievance) or Policy HR09 (Employee Dispute Resolution Program) or both.

G. PROFESSIONAL LIABILITY

TMHPO will provide the Resident with professional liability coverage with limits of \$1,000,000 per occurrence/\$3,000,000 annual policy aggregate only for the dates and services of residency or fellowship with the Program. Such professional liability coverage will apply only for Resident and only during the times when Resident is performing services on behalf of the Program. Professional Liability coverage applies worldwide, provided the original suit for such damages is brought within the continental limits of the United States and is only for activities within the scope of duties and responsibilities for the Program. An unlimited reporting period is provided in which claims occurring subsequent to the contract effective date and up to and including the employment termination date may be reported. This coverage includes legal defense and protection against awards from claims reported or filed after the completion of the Program if the alleged acts or omissions of the Resident are within the scope of the Program. For any other professional services provided by the Resident for his or her self or on behalf of any other individual or entity, the Resident shall be responsible for obtaining his or her own professional liability coverage, and TMHPO shall have no responsibility or liability. Details of professional liability coverage are available from Hospital's Risk Management Office.

H. HEALTH AND DISABILITY INSURANCE

TMHPO provides hospital and health insurance benefits for the Resident and the Resident's family upon the effective date of this Agreement. Details about benefits are described in the TMHPO Resident Benefits and Wellness Guide, which is updated annually, and distributed to new residents in their employment packet and to current residents during open enrollment. Both short-term and long-term disability plans are provided to the Resident at no cost.

I. LEAVES OF ABSENCE

The Resident is eligible to take leaves of absence in accordance with Policies HR46 (Bereavement), HR28 (Medical/Family Leave), HR 30 (Military Leave), and Procedure GME07 (Paid Time Off and Other Leaves of Absence). The effect of any leave granted by Hospital on the Resident's reappointment or completion of the Program will be determined in accordance with GME07 and the Program's specific written policy on leaves of absence.

J. DUTY HOURS

Procedure GME13 (Resident Duty Hours and Working Environment) governs the number of hours that the Resident may work. In no event may the Resident work more hours than allowed by the Program's policy.

K. MOONLIGHTING

The Resident will not be required to engage in professional activities outside the educational program (i.e., moonlighting). Any insurance provided by TMHPO that covers the Resident for any work-related injury or disability will not apply to outside or unassigned activity. TMHPO-provided professional liability insurance will not cover the Resident for any liabilities incurred in an outside professional activity.

All moonlighting activities require a prospective written statement of permission from the Program Director and the Hospital's Graduate Medical Education Committee for inclusion in the Resident's file. The Program may initiate corrective action in the event outside professional activity interferes with the ability of the Resident to fulfill satisfactorily the obligations of the Program. The Resident's performance will be monitored for the effect of these activities on performance, and adverse effects may lead to withdrawal of permission for the Resident to perform the activity.

If the Resident desires to participate in professional activities outside the Program, the terms and conditions required for those activities are set forth in Procedure GME14 (Resident Moonlighting).

L. COUNSELING SERVICES

Hospital will facilitate the Resident's access to confidential counseling, medical, and psychological support services. The benefits plan provided to the Resident includes counseling through the Employee Assistance Program prior to the Resident's accessing a mental health provider through the medical plan.

M. RESIDENT IMPAIRMENT AND ASSISTANCE

The Program recognizes the importance of preventing impairment through education, recognition of the impaired Resident, and the counseling and rehabilitation of the impaired Resident. Impaired resident and related allegations will be handled in accordance with the Hospital's Policy HR42 (Employment Policy) and Policy and Procedure HR88 (Alcohol and Drugs in the Workplace).

In addition, if the Resident requires the assistance of counseling or support services, the Resident may utilize Hospital's Employee Assistance Program or mental health and substance abuse services through the Resident's medical plan.

N. HARASSMENT OR UNLAWFUL DISCRIMINATION

Complaints of harassment and/or other forms of unlawful discrimination will be addressed in accordance with Hospital's Policy HR87 (Harassment).

O. ACCOMMODATION FOR DISABILITIES

An applicant or a Resident in a Program may request reasonable accommodation for disability using the process described in Procedure GME09.

P. RESEARCH AND INTELLECTUAL PROPERTY

The Resident acknowledges that any and all inventions, discoveries, or other intellectual property that may arise from the Resident's research conducted as a component of the Program will be governed by Methodist's Research and Intellectual Property Policy.

Q. CONDITIONS OF SEPARATION

1. Resignation. The Resident may resign from the Program with thirty (30) days written notice of his or her intent to resign. The Resident's resignation must be submitted to the Program Director. All conditions of appointment will terminate on the effective date of the resignation.
2. Separation. Separation may occur at the end of an appointment term under any circumstances in which reappointment does not occur, including successful graduation from the Program.
3. Termination. The Resident's appointment may be terminated at any time by Hospital upon notice to the Resident due to (i) academic corrective action, (ii) the Resident's breach of this Agreement or any Hospital policy, (iii) the Resident's failure to comply with applicable laws, (iv) the Resident's failure to progress in medical knowledge or skills, as determined by the Program Director, or (v) the Program Director's determination that the Resident constitutes a threat to patient safety. Termination must be addressed in accordance with GME10.

R. PROGRAM/ INSTITUTION CLOSURE/REDUCTION

If in its sole discretion, Hospital decides to either reduce the size or close the Program or certain parts of the Program or to close as a Sponsoring Institution of Programs, the Resident will be notified as soon as possible. A vigorous effort will be made either to allow the Resident to finish the Program or to assist the Resident in identifying a Program in which the Resident may continue his or her education, in accordance with Procedure GME15 (Residency Closure or Reduction).

S. THE DEFICIT REDUCTION ACT OF 2005

The Deficit Reduction Act of 2005 requires the Hospital to inform all employees, contractors and their agents of the following: the Hospital receives reimbursement for many of its services from the Medicare and Medicaid programs. Under the federal False Claims Act and Texas laws, any person who knowingly submits, or causes someone else to submit illegal claims for payment of government funds is subject to government fines and penalties. Reports of suspected illegal claim activity may be made (a) anonymously through the Hospital's Hotline service (1-800-500-0333); (b) by contacting the person indicated in the Notice Section of this Agreement; or (c) by contacting the Hospital's Business Practice Officer, but may also be made to the Department of Health and Human Services Office of Inspector General or the Texas Health and Human Services Commission's Office of Inspector General. Those who report questionable practices are protected by the Hospital's policy and by federal and state laws from retaliation for reports made in good faith.

T. NON-EXCLUSION

Resident represents and warrants that as of the Effective Date, Resident is not excluded from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Resident also represents that if she becomes so excluded from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, she will promptly notify the Hospital.

U. ELIGIBILITY FOR SPECIALITY BOARD EXAMINATIONS

Leaves of absence can affect eligibility and timing of board certification. Ensuring availability of appropriate certifying board requirements is a shared responsibility of the Program Director and Resident. Both are strongly advised to access the specific relevant information from their certifying boards and to maintain familiarity with the appropriate requirements.

ATTESTATION OF RESIDENT

As a Resident in the Program, my signature acknowledges my acceptance of this contract and my review of the current and applicable Hospital policies and indicates my agreement to abide by all Hospital and affiliate policies.

Resident:

TMHPO

Name: Resident Name

By: Robert A. Phillips, MD, PhD
President and CEO
Houston Methodist Specialty Physician Group

By: David E. Kusnerik
Director, Graduate Medical Education

By: Timothy Boone, MD
Interim Designated Institutional Official



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