

“SAMPLE CONTRACT”
DALLAS COUNTY HOSPITAL DISTRICT
Parkland Health & Hospital System
HOUSE STAFF EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is between Dallas County Hospital District ("DCHD") and, _____
TO BE USE AS SAMPLE ONLY, ("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 his/her 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.
4. **Residents' Responsibilities.** House Staff Officer shall meet the qualifications for resident eligibility as outlined by the Accreditation Council of Graduate Medical Education (ACGME) requirements and The University of Texas Southwestern Medical Center at Dallas (UTSW) policy. House Staff Officer agree to conform to all applicable DCHD and UTSW policies, procedures and rules.

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 training for House Staff Officer 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 UTSW training program. The UTSW 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 Officer's level of advancement and competence, under the supervision of appropriately credentialed and privileged attending faculty. House Staff Officer's educational activities include without limitation: participation in safe, effective and compassionate patient care; developing an understanding of ethical, socioeconomic, medical and legal issues; applying cost containment measures in the provision of patient care; participation in the educational activities of the training program as appropriate; responsibility for teaching and supervising other residents and students; participation in institutional orientations, education programs and other activities involving the clinical staff; and participation in institutional committees and councils to which the House Staff Officer is appointed or invited. House Staff Officer must perform these duties in accordance with the established practices, procedures and policies of DCHD, UTSW, and other institutions to which the House Staff Officer is assigned.

The House Staff Officer agrees to provide appropriate and conscientious care to his/her patients, to cooperate with patient care, quality improvement and safety directives issued by the DCHD Chief of Services at Parkland or his/her designee, and to discharge all duties of a House Staff Officer as determined by DCHD.

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 on rotation.
7. **Meals.** House Staff Officer assigned to in-house call shall receive \$8.00 per in-house call. Funds for in-house call will be distributed on the House Staff Officer's debit meal card. No more than a \$80.00 balance may be carried on the meal card at any time.
8. **Pagers.** House Staff Officer will be issued a text pager which will require a one-time refundable deposit of \$69.00 which will be refunded upon returning such pager in working condition. If the House Staff Officer's pager is lost and/or damaged to the point of being inoperable, the House Staff Officer will be responsible to pay \$69.00 for a new pager. The House Staff Officer understands that he/she is required to carry and maintain a pager for the duration of his/her training.

9. **Laundry and Uniforms.** DCHD laundry facilities are available for cleaning lab coats, if desired, at no expense to the House Staff Officer. Scrub suits are provided by DCHD for House Staff Officer's working in the Operating Room, Labor and Delivery, and the Burn Unit. House Staff Officer will be charged a deposit by DCHD before receiving a Scrub Dispensing System "Pyxis" identification number.
10. **Conditions for Reappointment.** Reappointment to the training program is based on evaluation by the UTSW training program faculty and recommendation to DCHD by the UTSW training program director. House Staff Officer, as a condition of his/her employment, must at all times remain in good academic standing with the UTSW training program. In the event that the House Staff Officer is not in good academic standing with the UTSW training program, the House Staff Officer's employment with DCHD shall be suspended without pay and/or terminated, effective on the date that the House Staff Officer is no longer in good academic standing with the UTSW training program. Such suspension and/or termination shall remain in effect until such time as the House Staff Officer regains his/her good academic standing with his/her UTSW training program.

Suspension and/or termination under this section is governed by UTSW's policy and procedures for Supervision, Evaluation, Discipline and Grievances of Graduate Medical Education Trainees. Suspension and/or termination from the training program does not entitle House Staff Officer to unemployment benefits through DCHD.

11. **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 his/her license or permit to DCHD. 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 obtaining a license or permit. The House Staff Officer is responsible for obtaining a Texas Medical License or a Physician-In-Training permit and covering the required fee set by the Texas Medical Board. House Staff Officer who has or obtains a Texas Medical License through the Texas Medical Board is required to obtain a Drug Enforcement Administration (DEA) and Department of Public Safety (DPS) license. The House Staff Officer's employment with DCHD 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 his/her Physician-In-Training Permit and/or Texas Medical license has been received by the DCHD Graduate Medical Education (GME) Office.

- **Schedule II Prescription Program.** The Texas Department of Public Safety requires House Staff Officers' holding a Texas Medical License to use Schedule II prescription pads for certain drugs. Failure to comply with the rules may result in sanctions by the Texas Department of Public Safety and/or the Texas Medical Board. DCHD will not reimburse the House Staff Officer for the cost of acquiring the necessary prescription pads.
- **Health Status.** House Staff Officer must be considered fit for duty at all time of employment.
- **Physician Impairment.** House Staff Officer 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 manual located on the Parkland website at www.parklandhospital.com under the Resident Tab.
- **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 the House Staff Officer's 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 10-panel 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 his/her 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 past 10 years, the Manager of the GME office will contact the Vice President, Medical Affairs and the UTSW 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.
12. **BENEFITS.** House Staff Officer is eligible for benefits described in this Employment Agreement. A detailed summary of such benefits will be made available to House Staff Officer.
- **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.
 - **Group Health Plan.** A group health plan is provided at a nominal cost to employees with the balance of the cost paid by DCHD as set out in the then current DCHD benefits summary. 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 the group health plan are subject to any changes made by DCHD from time to time.
 - **Disability Benefits.** House Staff Officer is covered by the DCHD Disability Plan as amended from time to time, a summary of which will be made available to House Staff Officer.
 - **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 his/her 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 and unused days are not available for cash out.
 - **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 and unused days are not available for cash out.
 - **Board Eligibility.** The ACGME requires information regarding eligibility for certification by the relevant certifying board(s) be made available to House Staff Officer. Because certifying boards vary in their requirements regarding the effect of leave of absence, for any reason, taken during the House Staff Officer's training on his/her eligibility and the timing for board certification, each House Staff Officer shall access the specific relevant information from his/her certifying boards through the UTSW Intranet by entering:
http://www8.utsouthwestern.edu:8080/utsw/cit_192819/52/9/517494Impact_of_Leave_on_Board_Eligibility.pdf
 - **Counseling Services.** House Staff Officer may access counseling services through the DCHD Employee Assistance Program as outlined in the then current Counseling Services Benefit, a summary of which will be made available to House Staff Officer.

- **Social Security.** DCHD does not participate in the Retirement/Disability portion of Social Security nor is House Staff Officer eligible to participate. House Staff Officer 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 see House Staff Orientation manual located on the Parkland website at www.parklandhospital.com under the Resident Tab, Discipline and Rules Section, Harassment Policy #6000-3100.
13. **Duty Hours.** House Staff Officer's Duty Hours will be scheduled in accordance with the UTSW training program Duty Hours policy and procedures.
 14. **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 UTSW Training 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 his/her duties.
 15. **Medical Records.** House Staff Officer agrees and understands that his/her stipend may be withheld by DCHD if the House Staff Officer has delinquent medical records either at DCHD or at any other institution to which the House Staff Officer may rotate during the duration of this employment agreement. The House Staff Officer's stipend may be withheld until such time as the delinquent medical records are completed to the satisfaction of DCHD or its designee.
 16. **Certificate.** If the House Staff Officer fulfills his/her obligations and discharges his/her duties to the satisfaction of DCHD, DCHD will issue a certificate signed by the Chair of the Board of Managers, the Chief Medical Officer, 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.
- House staff Officer is required to complete the DCHD GME exit process and paperwork before his/her last working day at DCHD. This exit process is to ensure that all appropriate paperwork is completed before the House Staff Officer completes his/her training program. The House Staff Officer's certificate will be held in the GME Office until the exit process has been completed.
17. **Failure to Complete Program.** If the House Staff Officer fails to satisfactorily complete all assignments for the duration of his/her training program, he/she forfeits the right of obtaining a certificate of recognition from DCHD. Non-completion will be reported to the Texas Medical Board.
 18. **Safety.** House Staff Officer agrees to abide by DCHD Infection Control, Quality, Performance Improvement, Patient Safety, Risk Management, and Occupational Health Policy and Procedures. House Staff Officer agrees to report adverse patient occurrence or outcomes to the DCHD Risk Management staff.
 19. **Cooperation with Investigation.** House Staff Officer agrees to cooperate fully with DCHD's risk management staff and 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 his/her 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 (\$50 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 having equity interest or annual income of \$10,000 or more or 5% or more ownership interest in any DCHD vendor must be disclosed to the GME Office. All disclosures will be reviewed for a potential conflict. If it is determined that a conflict exists the conflict must be resolved to the degree deemed necessary by DCHD
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, including physical, verbal, and/or sexual, of any individual associated with DCHD;
 - Harassment, including physical, verbal and/or sexual of any patient;
 - 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 his/her 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 UTSW training program DCHD will maintain an employment record on the House Staff Officer.

SAMPLE ONLY
House Staff Officer

SAMPLE ONLY
Vice President, Medical Affairs
for Dallas County Hospital District

Date

Date

(Remunerative 2009-2010)