

DALLAS COUNTY HOSPITAL DISTRICT
Parkland Health & Hospital System
NON-REMUNERATIVE APPOINTMENT AGREEMENT
Academic Year 2010-2011

This Non-Remunerative Appointment Agreement ("Agreement") is between Dallas County Hospital District ("DCHD") and, _____ ("Non-Remunerative House Staff Officer").

The undersigned agrees to serve as a Non-Remunerative 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 (PGY):** _____
2. **Duration:** _____, unless the Non-Remunerative 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 event of suspension, the period of suspension shall be added to the Non-Remunerative House Staff Officer's obligation.
3. **Stipend:** No stipend will be paid by DCHD to the Non-Remunerative House Staff Officer for the duration of this Agreement.
4. **Residents' Responsibilities:** The Non-Remunerative House Staff Officer shall meet the qualifications for resident eligibility as outlined by the Accreditation Commission of Graduate Medical Education (ACGME) requirements and The University of Texas Southwestern Medical Center at Dallas (UTSW) policy. Non-Remunerative House Staff Officer agrees to abide by all DCHD and UTSW policies, procedures, and rules.

As the position of Non-Remunerative 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 Non-Remunerative House Staff Officer in a given specialty and formal educational activities, the academic, clinical and professional competence of the Non-Remunerative House Staff Officer is evaluated on a regular basis by the UTSW training program. The UTSW training program coordinates, manages and maintains a record of the Non-Remunerative House Staff Officer evaluations, which are confidential to the extent allowed by law.

The position of Non-Remunerative House Staff Officer entails provision of care commensurate with the Non-Remunerative House Staff Officer's level of advancement and competence, while under the general supervision of appropriately credentialed and privileged attending faculty. Non-remunerative 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 orientation(s), education programs and other activities involving the clinical staff; and participation in institutional committees and councils to which the Non-Remunerative House Staff Officer is appointed or invited. Non-Remunerative 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 Non-Remunerative House Staff Officer is assigned.

The Non-Remunerative 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 Non-Remunerative House Staff Officer as determined by DCHD.

5. **Living Quarters (Housing):** DCHD does not provide any assistance for locating housing, nor does DCHD provide on-campus housing quarters.
6. **Parking:** A \$10.00 deposit and a monthly fee of \$25.00 are charged for campus parking, if available and upon approval by DCHD.
7. **Meals:** Non-Remunerative House Staff Officers who are assigned to in-house call will receive \$8.00 per in-house call. Funds for in-house call will be distributed on the Non-Remunerative 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.** Non-Remunerative House Staff Officer understands that he/she is required to carry and maintain a pager for the duration of his/her training. Non-Remunerative House Staff Officer should coordinate issuance of such pager through their UTSW Program Coordinator.

9. **Laundry and Uniforms:** DCHD laundry facilities are available for cleaning lab coats, if desired, at no expense. Scrub suits are provided by DCHD, for Non-Remunerative House Staff Officer working in the Operating Room, Labor & Delivery and Burn Unit. Non-Remunerative 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. The Non-Remunerative House Staff Officer, as a condition of his/her appointment, must at all times remain in good academic standing with the UTSW training program. In the event that the Non-Remunerative House Staff Officer is not in good academic standing with the UTSW training program, the Non-Remunerative House Staff Officer’s appointment with DCHD shall be suspended effective on the date that the Non-Remunerative 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 Non-Remunerative House Staff Officer regains their 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.

11. **Conditions for Reappointment.**

- **Licensure/Permits:** Non-Remunerative House Staff Officer must have either a Texas Medical License or a Physician-In-Training Permit. The Non-Remunerative House Staff Officer must submit his/her license or permit to DCHD. The Non-Remunerative 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 Non-Remunerative 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. The Non-Remunerative 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 Non-Remunerative House Staff Officer’s appointment is subject to immediate termination if these requirements are not met and maintained.

The Non-Remunerative House Staff Officer will not be allowed to begin his/her appointment to DCHD 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 Non-Remunerative House Staff Officers’ holding a Texas Medical License to use Schedule II prescription pads for certain scheduled 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 Non-Remunerative House Staff Officer for the cost of acquiring the necessary prescription pads.
- **Health Status:** Non-Remunerative House Staff Officer must be considered fit for duty at all times while performing duties as a Non-Remunerative House Staff Officer.
- **Physician Impairment:** Non-Remunerative 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.
- **Immunizations:** The Non-Remunerative House Staff Officer agrees to secure immunizations for measles, diphtheria, tetanus, mumps, rubella, and hepatitis B, and submit to tuberculosis test as directed by DCHD. Non-Remunerative 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 appointed to DCHD. Arrangements for immunizations and testing shall be the sole responsibility of the Non-Remunerative House Staff Officer. Failure to comply with this provision will result in the suspension of the Non-Remunerative House Staff Officer’s appointment.
- **Mandatory Training:** The Non-Remunerative House Staff Officer agrees to complete all computer base training as deemed mandatory by DCHD within the time-frame specified by DCHD.
- **Drug Screening:** DCHD requires all Non-Remunerative House Staff Officer to provide written proof of a negative 10-panel urine drug screen collected no more than six months prior to the Non-Remunerative House Staff Officer’s rotation start date at DCHD. Written proof must be provided directly to the DCHD Graduate Medical Education (GME) Office from the Non-Remunerative House Staff Officer’s employer.

- **Background Check:** Non-Remunerative House Staff Officer appointed to DCHD will be required to provide written proof of a Criminal Background Check from their sponsoring institution prior to start date of their appointment at DCHD. A Non-Remunerative House Staff Officer who refuses to comply and submit such written documentation will be removed from further consideration for appointment at DCHD.
12. **Benefits:** No benefits of any kind are provided by DCHD, including professional liability insurance.
 13. **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.
 14. **Malpractice Insurance:** DCHD does not provide malpractice insurance. The Non-Remunerative House Staff Officer should consult UTSW Benefit Plan.
 15. **Duty Hours:** Non-Remunerative House Staff Officer's Duty Hours will be scheduled in accordance with the UTSW training program Duty Hours policy and procedures.
 16. **Outside Employment and/or Professional Activities:** Non-Remunerative 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 Non-Remunerative House Staff Officer while appointed to DCHD. In addition, the Non-Remunerative House Staff Officer must, as all times be rested and alert while performing his/her duties at DCHD.
 17. **Health Information Management:** Non-Remunerative House Staff Officer agrees and understands that failure to complete delinquent medical records and/or failure to use the authorized Electronic Medical Records System either at DCHD or at any other institution to which the Non-Remunerative House Staff Officer may rotate during the duration of this agreement and according to the rules and regulations of DCHD will result in the suspension and/or termination of the Non-Remunerative House Staff Officer's appointment to DCHD until such time as the delinquent medical records are completed to the satisfaction of DCHD or its designee. The Non-Remunerative House Staff Officer agrees to complete all training required to maintain competence with the electronic medical records system used by DCHD or any other institution to which the Non-Remunerative House Staff Officer may rotate.
 18. **Certificate:** If the Non-Remunerative 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 Non-Remunerative 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.

Non-Remunerative 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 Non-Remunerative House Staff Officer completes his/her training program. The Non-Remunerative House Staff Officer's certificate will be held in the GME Office until the exit process has been completed.

19. **Failure to Complete Program:** If the Non-Remunerative 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.
20. **Safety:** Non-Remunerative House Staff Officer agrees to abide by DCHD Infection Control, Quality Improvement, Patient Safety, Risk Management, and Occupational Health Policy and Procedures. Non-Remunerative House Staff Officer agrees to report adverse patient occurrence or outcomes to the DCHD Risk Management staff.
21. **Cooperation with Investigations:** Non-Remunerative 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 Non-Remunerative House Staff Officer or against DCHD, based upon the conduct of the Non-Remunerative House Staff Officer or other DCHD employees. In the event the Non-Remunerative 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.

22. **Independence of Decision-Making:** To avoid interference with the independence of his/her prescribing and other clinical practices or involvement in purchasing decisions, a Non-Remunerative House Staff Officer must never accept from a DCHD vendor (e.g. drug company, medical device manufacturer or other vendor) any grants, scholarships, subsidies, support, gifts, consulting contracts, continuing medical educations, or practice related items, travel related expenses, meals, entertainment, recreation, or items for personal benefit, except certain items of nominal value (less than \$50) and/or items or services as allowed by DCHD policy and procedures. Gifts of cash or cash equivalents are not permitted.
23. **Financial Influences/Relationships:** A Non-Remunerative 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 exist the conflict must be resolved to the degree deemed necessary by the DCHD Compliance Officer. The Non-Remunerative House Staff Officer agrees to read and abide by the provisions of DCHD policies and procedures addressing conflicts of interest.
24. **Termination:** DCHD reserves the right to terminate the appointment of any Non-Remunerative 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 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 UTSW training program DCHD will maintain an appointment record on the Non-Remunerative House Staff Officer.

House Staff Officer

Vice President, Medical Affairs
for Dallas County Hospital District

Date

Date