

**HOUSE STAFF OFFICER EMPLOYMENT AGREEMENT**

**THIS HOUSE STAFF OFFICER EMPLOYMENT AGREEMENT** (“Agreement”) is made and entered by and between **SETON/UT AUSTIN DELL MEDICAL SCHOOL UNIVERSITY PHYSICIANS GROUP**, a Texas non-profit corporation (“University Physicians Group” or “Employer”) and \_\_\_\_\_, **[M.D.][D.O.]** (“House Staff Officer” or “Employee”).

**RECITALS**

**A. WHEREAS**, University Physicians Group is a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act and is certified by the Texas Medical Board as a Non-Profit Health Organization for the purpose of providing health care services to the public and graduate medical education (“GME”) to fellows, residents, and medical students (collectively, “Physician-in-Training(s)”), and conducting medical research through its physician employees, each of whom is duly licensed to practice medicine in the State of Texas;

**B. WHEREAS**, SETON FAMILY OF HOSPITALS (“Seton” or “Hospital”) is a Texas non-profit charitable corporation that operates acute care general hospitals, including adult and pediatric level one trauma centers, a psychiatric hospital, outpatient clinics, and other related healthcare facilities, and desires to establish and provide a comprehensive medical and surgical healthcare program for its patients;

**C. WHEREAS**, Seton and University Physicians Group are interested in enhancing the provision of quality medical services and graduate medical education in the community on a cost-efficient basis, reducing health care costs, extending medical services to a greater segment of underserved patients in the community, and meeting its mission and charitable objectives;

**D. WHEREAS**, THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, and THE UNIVERSITY OF TEXAS AT AUSTIN (dba “UT Austin Dell Medical School”), and SETON HEALTHCARE FAMILY, an affiliate of Seton, entered into that certain Affiliation Agreement, dated effective January 1, 2015, for the purpose of collaborating in the provision of GME programs at Seton facilities sponsored by UT Austin Dell Medical School (“UT Austin Dell Medical School GME Training Program”), and to develop and implement additional graduate medical education training programs in Austin and areas served by Seton;

**E. WHEREAS**, UT Austin Dell Medical School is the Accreditation Council for Graduate Medical Education (“ACGME”)-approved sponsoring institution for the UT Austin Dell Medical School GME Training Program;

**F. WHEREAS**, the UT Austin Dell Medical School GME Training Program is, first and foremost, an educational experience designed to provide House Staff Officer with an opportunity to acquire clinical judgment, training, and proficiency in the practice of medicine through the progressive assumption of personal responsibility for patient care in a supervised, educational environment that meets the requirements of the ACGME;

G. **WHEREAS**, in order to accomplish the above objectives, University Physicians Group desires to employ House Staff Officer to perform services at Seton and other facilities while participating in the UT Austin Dell Medical School GME Training Program to assure the availability of qualified physicians in the future, and House Staff Officer desires to accept such employment as a House Staff Officer while participating in the UT Austin Dell Medical School GME Training Program under the terms and conditions of this Agreement; and

H. **WHEREAS**, all parties understand and agree that Seton shall not employ House Staff Officer or the faculty in the UT Austin Dell Medical School GME Training Program.

**NOW THEREFORE**, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties enter into this Agreement on the following terms and conditions:

1. **Employment; GME Training Program; Post Graduate Year.** As a result of your appointment to the UT Austin Dell Medical School GME Training Program, House Staff Officer shall be employed by University Physicians Group to perform as a House Staff Officer, subject to the various initial and continuing conditions as set forth in this Agreement. House Staff Officer has been appointed by UT Austin Dell Medical School as a Postgraduate Year \_\_ Resident ("PGY \_\_") in the UT Austin Dell Medical School GME Training Program specializing in \_\_\_\_\_ [e.g., **Residency Programs:** Dermatology; Emergency Medicine; Family Medicine; Internal Medicine; Neurology; Obstetrics & Gynecology; Pediatrics; Physical Medicine and Rehabilitation; Psychiatry; Surgery; Transitional (Rotating Internship)] [**Fellowship Programs:** Child and Adolescent Psychiatry; Child Neurology; Craniofacial and Pediatric Plastic Surgery; Obstetrics & Gynecology Fellowship; Pediatric Emergency Medicine Fellowship; Pediatric Hospitalist Fellowship; and Psychosomatic Medicine Fellowship], commencing on \_\_\_\_\_, 2015 ("Effective Date"). As a condition of employment, House Staff Officer is required to attend the Seton "New Resident Orientation" held from \_\_\_\_\_, 2015 through \_\_\_\_\_, 2015.

2. **Duration/Term of Appointment.** The term of House Staff Officer's employment shall begin on \_\_\_\_\_, 2015 and shall end on \_\_\_\_\_, 2016 ("Term"). The duration of House Staff Officer's employment at University Physicians Group is for one (1) year, unless the House Staff Officer takes an approved leave of absence or his/her participation in the UT Austin Dell Medical School GME Training Program is suspended and/or terminated. In the case of suspension, the period of suspension will be without pay and the UT Austin Dell Medical School GME Training Program shall determine whether the period of suspension shall result in an extension of the House Staff Officer's training obligation.

3. **Stipend.** House Staff Officer will receive an annual stipend or salary of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) payable in bi-weekly installments. Such stipend shall be paid by Seton in consideration for performance of duties performed by House Staff Officer as assigned by the UT Austin Dell Medical School GME Training Program.

House Staff Officer Employment Agreement

#### **4. House Staff Officer's Responsibilities.**

(a) Qualifications. House Staff Office shall meet the qualifications for resident/fellow eligibility (as appropriate) as outlined by the Accreditation Council of Graduate Medical Education ("ACGME") requirements located on the Internet at: <http://www.acgme.org/>; UT Austin Dell Medical School GME Policies and Procedures; and all applicable University Physicians Group and Seton policies and procedures, and rules and regulations, as further described in Section 4(b).

(b) Policies and Procedures. House Staff Officer agrees to comply with all applicable UT Austin Dell Medical School, University Physicians Group, Seton, and Seton's Medical Staff's bylaws, rules, regulations, policies, procedures, and protocols, including without limitation, Seton policies entitled "*Conduct - Code of,*" "*Inventions and Intellectual Property - Ownership,*" and "*Business Expense - Reimbursement,*" as these policies are amended from time to time. Seton's policies and procedures and Seton's medical staff's bylaws, rules and regulations, and policies are available to House Staff Officer for review on Seton's intranet website at: <http://intranet.seton.org/>. The Seton Intranet can be accessed at each nursing station and most Seton on-site computers. UT Austin Dell Medical School GME Policies and Procedures are located at: [www.austingme.com](http://www.austingme.com).

(c) General Responsibilities. 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 UT Austin Dell Medical School GME Training Program 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 UT Austin Dell Medical School GME Training Program as appropriate; responsibility for teaching and supervising other fellows, 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 UT Austin Dell Medical School, University Physicians Group, Seton, and other institutions or facilities to which the House Staff Officer is assigned.

House Staff Officer shall perform such duties and responsibilities as may be assigned from time-to-time. The House Staff Officer agrees to use his/her best efforts to provide safe, effective, appropriate, conscientious, and quality care to his/her patients; and to cooperate with patient care, quality improvement and safety directives issued by Seton and/or University Physicians Group, and to discharge all duties of a House Staff Officer as determined by UT Austin Dell Medical School, Seton, and University Physicians Group.

(d) Performance Evaluations. 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 House Staff Officer Employment Agreement

specialty, and formal educational activities, the faculty of the UT Austin Dell Medical School GME Training Program will provide the House Staff Officer timely feedback on academic, clinical, and professional competence and evaluate the House Staff Officer at the end of each rotation, with appropriate input and consultation from Seton. The House Staff Officer will also be reviewed semi-annually by the Program Director for the House Staff Officer's Program or his/her designee, with appropriate input and consultation from Seton. UT Austin Dell Medical School maintains a record of House Staff Officer evaluations, which are confidential to the extent allowed by law.

(e) **Discipline.** House Staff Officer may be disciplined up to and including dismissal from the UT Austin Dell Medical School GME Training Program during the term of this Agreement upon the determination by the UT Austin Dell Medical School GME Training Program faculty that House Staff Officer's level of performance or professionalism is unsatisfactory and does not meet the standards of the Program. Such discipline, which Seton may recommend, will occur in accordance with UT Austin Dell Medical School policies, and shall further be in accordance with the process developed by UT Austin Dell Medical School and Seton to mutually address the ultimate decision regarding discipline and/or removal of House Staff Officer from the UT Austin Dell Medical School GME Training Program. House Staff Officer's employment by University Physicians Group is expressly *conditioned upon* his/her appointment to the UT Austin Dell Medical School GME Training Program. House Staff Officer's dismissal from the UT Austin Dell Medical School GME Training Program will result in the immediate termination of this Agreement. Section 22 of this Agreement addresses termination of House Staff Officer's employment by University Physicians Group and termination of House Staff Officer's appointment by UT Austin Dell Medical School.

5. **Living Quarters (Housing).** Seton and/or University Physicians Group do not provide assistance for locating housing nor do Seton and/or University Physicians Group provide on-campus housing quarters.

6. **Parking.** House Staff Officer will be provided designated parking at University Physicians Group and at any Seton facility without charge while on duty.

7. **Meals.** House Staff Officer will be provided meals free of charge while on duty at a Seton hospital facility.

8. **Pagers.** House Staff Officer will be issued a text pager without charge. The House Staff Officer understands that he/she is required to carry, maintain a pager for the duration of his/her training. House Staff Officer is expected to take reasonable care of the pager, and respond promptly to pages during his/her training.

9. **Laundry and Uniforms.** Scrubs are provided by Seton for House Staff Officers working in the Operating Room or Labor and Delivery at the University Medical Center Brackenridge ("UMCB"), Dell Children's Medical Center of Central Texas ("DCMCCT"), or other assigned facility.

10. **Conditions of Employment Pertaining to Reappointment by UT Austin Dell Medical**

House Staff Officer Employment Agreement

## School.

(a) Express Conditions. Continued employment by University Physicians Group as a House Staff Officer is expressly conditioned upon various considerations, including the following: (i) good standing in the UT Austin Dell Medical School GME Training Program; (ii) timely passage of the United States Medical Licensing Examination (“USMLE”) or Comprehensive Osteopathic Medical Licensing Examination (“COMLEX”) as required by UT Austin Dell Medical School GME Policy & Procedure, then in effect, entitled “*UT Austin Dell Medical School Policy on Passage of United States Medical Licensing Examinations (USMLE) or COMLEX (Comprehensive Osteopathic Medical Licensing Examination)*,”; (iii) full compliance with the terms of this Agreement; and (iv) the continuation of the UT Austin Dell Medical School GME Training Program’s accreditation by the ACGME or other applicable organization.

(b) Good Academic Standing. Continued employment as a House Staff Officer by University Physicians Group is contingent on the House Staff Officer’s good standing in the UT Austin Dell Medical School GME Training Program, which is based on evaluation by the UT Austin Dell Medical School GME Training Program faculty and notification to University Physicians Group by the UT Austin Dell Medical School GME Training Program Director that the House Staff Officer is in good standing and will be promoted to the next level of training in the UT Austin Dell Medical School GME Training Program. In the event that the House Staff Officer is suspended or terminated from the UT Austin Dell Medical School GME Training Program for lack of good academic standing, the House Staff Officer’s employment with University Physicians Group 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 UT Austin Dell Medical School GME 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 UT Austin Dell Medical School GME Training Program.

(c) Correction Action; Suspension and/or Termination. Corrective action, suspension and/or termination under Sections 10(a) and (b) are governed by the UT Austin Dell Medical School Policy and Procedure, then in effect entitled, “*Grievance and Due Process for Graduate Medical Education Trainees.*” Suspension and/or termination from the training program does not entitle House Staff Officer to unemployment benefits through Seton and/or University Physicians Group.

(d) Notice of Non-Reappointment. House Staff Officer will be notified at least thirty (30) days prior to the conclusion of this Agreement if the UT Austin Dell Medical School GME Training Program does not intend to advance House Staff Officer to the next level of residency training. In the event that the UT Austin Dell Medical School GME Training Program provides such notification to House Staff Officer, University Physicians Group will not renew House Staff Officer’s Agreement for the following year. House Staff Officer must notify the UT Austin Dell Medical School GME Training Program Director at least thirty (30) days prior to the conclusion of this appointment if House Staff Officer does not plan to continue in the UT Austin Dell Medical School GME Training Program after completion of the current level of appointment.

(e) No Option to Renew. Neither this Agreement nor House Staff Officer's employment hereunder constitute an option for the benefit of the House Staff Officer to renew or extend the House Staff Officer's employment or a benefit, promise, or other commitment that the House Staff Officer will be appointed as a continuing resident trainee in the UT Austin Dell Medical School GME Training Program for a period beyond the one (1) year termination date of this Agreement.

## 11. General Conditions of Employment.

(a) 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 University Physicians Group. 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. Seton and/or University Physicians Group 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. The House Staff Officer who has or obtains a Texas Medical License through the Texas Medical Board is required to obtain a Federal Drug Enforcement Administration ("DEA") registration and a Texas Department of Public Safety ("DPS") registration. *The House Staff Officer's employment with University Physicians Group 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 UT Austin Dell Medical School Graduate Medical Education ("GME") Office.

(b) 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. Seton and/or University Physicians Group will not reimburse the House Staff Officer for the cost of acquiring the necessary prescription pads.

(c) Health Status. House Staff Officer must be considered fit for duty at all times of employment.

(d) Impaired Physician or Under the Influence. House Staff Officers who are either suspected or confirmed to be either an "Impaired Physician" or "Under the Influence" (as those terms are defined by the Policy referenced below) shall be handled in accordance with the UT Austin Dell Medical School GME Policy and Procedure, then in effect entitled, "Impaired Resident Physicians," available through the UT Austin Dell Medical School website at <http://www.austingme.com/templates/GraduateMedicalEducation/Assets/final-impaired-resident-physicians.pdf>.

(e) Immunizations. The House Staff Officer agrees to secure immunizations for measles, diphtheria, tetanus, mumps, rubella, influenza, and Hepatitis B, and submit to an annual tuberculosis test. House Staff Officer will keep such immunizations current during the House Staff Officer Employment Agreement

term of this Agreement and provide written documentation of immunization as requested by Seton and/or University Physicians Group. Immunizations MUST be current and up-to-date while employed at Seton and/or University Physicians Group. 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.

(f) Mandatory Training. The House Staff Officer agrees to complete all employment training as deemed mandatory by University Physicians Group, Seton and UT Austin Dell Medical School.

(g) Drug Screening; Criminal Background Check. House Staff Officer's employment is conditioned upon House Staff Officer's submitting to: (i) a confidential, pre-employment drug screening and the provision of an unadulterated urine specimen that does not produce confirmed positive test results (as required by Seton's policy entitled "*Drug Free Workplace*"); and (ii) a post-offer criminal history background check, the outcome of which shall be evaluated in accordance with the Seton policy entitled "*Recruitment - Offer*," as amended from time to time. These policies are available on the Seton intranet at <http://intranet.seton.org/>.

(h) Ethical and Religious Directives. House Staff Officer acknowledges that University Physicians Group and Seton are bound by the "Ethical and Religious Directives for Catholic Healthcare Services" ("ERDs"), which are located on the Internet at: <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/>; and House Staff Officer agrees to abide by such ERDs while caring for patients at a Seton facility. In addition, the parties agree that House Staff Officer is not considered to be acting in the course of his/her employment in the event that House Staff Officer engages in the following activities: (i) direct abortions; and (ii) in vitro fertilization ("IVF") procedures involving the creation, cryo-preservation, and/or the destruction of "supernumerary" human embryos.

(i) Right to Work Status. House Staff Officer shall obtain and provide the required United States Citizenship and Immigration Services ("USCIS") forms to University Physicians Group upon hire that evidence that House Staff Officer is legally authorized to work in the United States (e.g., citizenship, visa or work authorization status), and maintain such status.

**12. Benefits.** House Staff Officer will additionally receive benefits as may be established by Seton for its corporate affiliates (such as University Physicians Group) or for its Seton associates (including House Staff Officers) from time to time. House Staff Officer's salary is subject to all deductions required by federal and state laws and regulations, and such other deductions as House Staff Officer may authorize in writing. More detailed salary and benefit information, including without limitation, information regarding health insurance; life insurance; disability insurance; professional liability insurance (including tail coverage); the availability of confidential counseling, medical, psychological and other support services; paid time off ("PTO") leave policies and procedures; and the availability and rules regarding meals and parking are located at: [www.austingme.com](http://www.austingme.com); and <http://intranet.seton.org/polandproc/hr/>. University Physicians Group reserves the right to modify the plan of benefits provided by Seton to House Staff Officer at any time, subject to compliance with applicable laws and regulations.

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Any such change may be made on a prospective basis only upon reasonable notice to House Staff Officer.

(a) Professional Liability/Malpractice Insurance Coverage. University Physicians Group shall provide House Staff Officer with professional liability insurance coverage in such form and amounts as the University Physicians Group board determines to be adequate and reasonable. Such coverage may be maintained through a self-insurance program and/or via a corporate affiliate. Such coverage shall be provided without cost to the House Staff Officer so long as this Agreement remains in full force and effect. 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 University Physicians Group and UT Austin Dell Medical School. Coverage is conditioned upon House Staff Officer's full compliance with Section 19 (Cooperation with Investigations). Coverage does not include intentional acts or gross negligence. House Staff Officer's professional liability coverage shall include adequate insurance coverage for an extended reporting period ("Tail Coverage"). The House Staff Officer should consult University Physicians Group and Seton for claims arising during assigned rotations in non-Seton Facilities.

(b) Health and Dental Benefits. University Physicians Group shall provide to House Staff Officer and his/her legal, eligible dependents access to group medical and dental insurance. Such benefits may be provided by Seton or other corporate affiliate of University Physicians Group. The nature and extent of such coverages, premiums, and co-pays shall be determined by University Physicians Group. It is the House Staff Officer's obligation to select and enroll in the benefit program(s) he/she desires. Benefits payable under University Physicians Group's group health plan are subject to any changes made by University Physicians Group from time to time.

(c) Disability Benefits. House Staff Officer is covered by University Physicians Group's disability benefits as amended from time to time, a summary of which will be made available to House Staff Officer. Such benefits may be provided by Seton or other corporate affiliate of University Physicians Group.

(d) Personal Leave Time Off. House Staff Officer will be provided paid time off ("PTO") in accordance with (i) UT Austin Dell Medical School GME Policy and Procedure, then in effect entitled, "*Paid Time Off (PTO) Utilization*"; and (ii) Seton's and University Physicians Group's "*Summary of Physician-Resident Benefits*" (a summary of which will be provided to House Staff Officer, and such Policies may be accessed by the House Staff Officer at: [www.austingme.com](http://www.austingme.com) ). PTO may be used for vacation, sick, holiday, 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 ("FMLA") after one (1) year of employment; however the House Staff Officer must at all times remain in good academic standing in the UT Austin Dell Medical School GME Training Program. PTO does not accumulate from year to year and unused days are not available for cash out.

(e) Sick Leave. Sick leave is incorporated into the Policies referenced, above.

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(f) 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 UT Austin Dell Medical School website by entering: <http://www.austingme.com/templates/GraduateMedicalEducation/Assets/final-effects-of-leaves-of-absence.pdf>.

(g) Counseling Services. House Staff Officer may access counseling services through University Physicians Group's Employee Assistance Program ("EAP") as outlined in the then current summary of benefits, which will be made available to House Staff Officer.

(h) 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. House Staff Officer shall comply with University Physicians Group's and Seton's "*Harassment*" Policy and Procedure [Human Resources Policy and Procedure] (which also addresses the issues of retaliation and discrimination) and is available on the Seton intranet at <http://intranet.seton.org/>.

**13. Duty Hours.** House Staff Officer's Duty Hours will be scheduled in accordance with the UT Austin Dell Medical School GME Policy and Procedure, then in effect entitled, "*Duty Hours*," accessible on the UT Austin Dell Medical School website at <http://www.austingme.com/templates/GraduateMedicalEducation/Assets/final-duty-hours.pdf>.

**14. Outside Employment and/or Professional Activities ("Moonlighting").**

(a) Policies and Procedures. Any participation in a private or outside medical or dental practice must have the written approval of the UT Austin Dell Medical School GME Training Program Director and shall further comply with the UT Austin Dell Medical School GME Policy and Procedure, then in effect, entitled, "*Moonlighting*," accessible on the UT Austin Dell Medical School website at <http://www.austingme.com/templates/GraduateMedicalEducation/Assets/final-moonlighting.pdf>. Outside employment and/or profession activities will not be allowed to interfere with the obligations of the House Staff Officer to University Physicians Group. In addition, the House Staff Officer must, as all times be rested and alert while performing his/her duties.

(b) No UT Austin Dell Medical School, University Physicians Group and/or Seton Liability for Professional Activities Outside of the UT Austin Dell Medical School GME Training Program. UT Austin Dell Medical School, University Physicians Group and Seton assume no legal responsibility for any professional activities outside of the UT Austin Dell Medical School GME Training Program or "moonlighting" engaged in by House Staff Officer beyond the scope of this Agreement. *University Physicians Group's malpractice insurance/professional liability coverage shall not apply to such outside activities.*

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(c) **Indemnification.** If House Staff Officer engages in any professional activities outside of the UT Austin Dell Medical School GME Training Program or moonlighting that is beyond the scope of this Agreement, House Staff Officer hereby agrees to indemnify, defend, and hold harmless UT Austin Dell Medical School, University Physicians Group and Seton from and against any and all liability arising therefrom.

**15. Medical Records.** House Staff Officer agrees and understands that his/her stipend may be withheld by University Physicians Group if the House Staff Officer has delinquent medical records either at University Physicians Group, Seton, or at any other institution to which the House Staff Officer may rotate during the duration of this Agreement. The House Staff Officer's stipend may be withheld until such time as the delinquent medical records are completed to the satisfaction of University Physicians Group or Seton.

**16. Certificate.** If the House Staff Officer fulfills his/her obligations and discharges his/her duties to the satisfaction of the UT Austin Dell Medical School GME Training Program, the UT Austin Dell Medical School GME Training Program will issue a certificate signed by: (1) Provost and Dean, UT Austin Dell Medical School; (2) UT Austin Dell Medical School academic Department Chair; and (3) the Program Director for the House Staff Officer's Program, indicating satisfactory performance in the UT Austin Dell Medical School GME Training Program. UT Austin Dell Medical School specifically reserves the right to withhold the certificate of recognition until the House Staff Officer is in compliance with all rules, regulations and policies and procedures, including but not limited to, the payment of any and all money due University Physicians Group or Seton and completion of all medical records in accordance with the rules and regulations, and policies and procedures of University Physicians Group, Seton and Seton's Medical Staff.

House Staff Officer is required to complete the University Physicians Group exit process and paperwork before his/her last working day at University Physicians Group. 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 UT Austin Dell Medical School. Non-completion will be reported to the Texas Medical Board.

**18. Safety.** House Staff Officer agrees to abide by University Physicians Group's and Seton's 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 University Physicians Group and/or Seton Risk Management staff.

**19. Cooperation with Investigations.** In consideration of University Physicians Group's provision of professional liability (malpractice insurance) coverage as provided herein, House Staff Officer hereby agrees:

(a) to cooperate fully in any investigations, discovery, and defense that may arise. House Staff Officer's failure to cooperate may result in personal liability. House Staff Officer acknowledges that such cooperation may extend beyond the period of actual training of House Staff Officer at University Physicians Group and/or Seton given the nature of legal proceedings. House Staff Officer's agreement to cooperate in any investigation, discovery and defense shall survive the term of this Agreement. House Staff Officer's agreement is a material inducement to University Physicians Group to enter into this Agreement.

(b) to immediately report to University Physicians Group, Seton's Risk Management Department, and UT Austin Dell Medical School if House Staff Officer receives (or if anyone with whom House Staff Officer works or resides receives on his/her behalf) any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the House Staff Officer's activities at University Physicians Group, Seton and/or UT Austin Dell Medical School, and to submit the document(s) received to those offices.

(c) to cooperate fully with University Physicians Group and Seton Administration, Seton's Risk Management Department, all attorneys retained by University Physicians Group and Seton, and all investigators, committees, and departments of University Physicians Group and Seton, particularly in connection with the following: (i) evaluation of patient care; (ii) review of an incident or claim; and/or (iii) preparation for litigation, whether or not House Staff Officer is a named party to that litigation.

**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 (Fifty Dollars (\$50.00) 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 Five Thousand Dollars (\$5,000.00) or more or five percent (5%) or more ownership interest in any University Physicians Group or Seton vendor must be disclosed to University Physicians Group. All disclosures will be reviewed for a potential conflict of interest. If it is determined that a conflict of interest exists, the conflict must be resolved to the degree deemed necessary by University Physicians Group and Seton. For additional information, see Seton Policy and Procedure entitled, "*Conflict of Interest - Code*" available on the Seton intranet at <http://intranet.seton.org/>.

**22. Termination.** As stated in Section 4(e) above, House Staff Officer's employment by University Physicians Group is expressly conditioned upon his/her appointment to the UT House Staff Officer Employment Agreement

Austin Dell Medical School GME Training Program. House Staff Officer's dismissal from the UT Austin Dell Medical School GME Training Program will result in the immediate termination of this Agreement. The following are some examples of misconduct that would be cause for House Staff Officer's immediate suspension from employment without pay, and other disciplinary action, up to and including termination from the UT Austin Dell Medical School GME Training Program. For additional information regarding the terms and conditions of House Staff Officer's employment, see <http://intranet.seton.org/polandproc/hr/>; for additional information regarding the terms and conditions of House Staff Officer's appointment, see [www.austingme.com](http://www.austingme.com):

- (a) Possession, manufacturing, dispensing, use or sale of illegal drugs or alcoholic beverages on University Physicians Group or Seton property;
- (b) Unauthorized possession of University Physicians Group or Seton property or property of a University Physicians Group or Seton employee, patient or visitor;
- (c) Harassment, including physical, verbal, and/or sexual, of any individual associated with University Physicians Group or Seton;
- (d) Harassment, including physical, verbal and/or sexual of any patient;
- (e) Assault or fighting on University Physicians Group or Seton property;
- (f) Possession of firearms, dangerous weapons, or explosives on University Physicians Group or Seton property, unless the individual has University Physicians Group or Seton written approval for such possession in the performance of his/her job;
- (g) Gross negligence or willful indifference that jeopardizes the life and/or welfare of another individual or produces significant financial loss to University Physicians Group or Seton;
- (h) Directing abusive/threatening language or any other acts of disrespect toward a patient, visitor or employee;
- (i) Disclosing information of a confidential nature to unauthorized persons, or any action by an employee that is a breach of professional ethics;
- (j) Falsification of employment application, time and attendance reports, medical records, production reports, or other University Physicians Group or Seton records;
- (k) Fraud and/or abuse involving any billing, administrative or regulatory procedures including but not limited to Medicare, Medicaid, TRICARE, and/or other governmental programs as well as private pay and other third party reimbursement programs;
- (l) Failure to report suspected fraud and/or abuse involving any billing,

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administrative or regulatory procedures, including but not limited to, Medicare, Medicaid, TRICARE, and/or other governmental programs as well as private pay and other third party reimbursement programs;

- (m) Failure to maintain proper or professional decorum in the workplace;
- (n) Performance of illegal acts on University Physicians Group or Seton property may result in criminal prosecution;
- (o) Failure to maintain up-to-date immunizations;
- (p) Failure to comply with mandatory training;
- (q) Failure to hold a valid Texas Physician-In-Training permit and/or Texas medical license;
- (r) House Staff Officer is no longer legally authorized to work in the United States through loss of appropriate visa status or other USCIS work authorization, it being agreed that House Staff Officer shall provide prompt written notice to University Physicians Group of any loss of eligibility to work in the United States or other material change in visa or work authorization status; and
- (s) Performance of a procedure in violation of, or not in compliance with, the ERDs (as that term is defined in Section 11(h), above) in a Seton facility.

**23. Records.** In addition to records maintained by the UT Austin Dell Medical School GME Training Program, University Physicians Group will maintain an employment record on the House Staff Officer.

**24. Confidentiality.** During the course of House Staff Officer's employment, House Staff Officer may have access to and use of proprietary or confidential patient individually identifiable protected health information ("PHI"), business, financial, operational, strategic planning, and/or other proprietary information about University Physicians Group and Seton, including without limitation, trade secrets, technology, and intellectual property (collectively, "Confidential Information"). House Staff Officer shall safeguard and keep all such Confidential Information strictly confidential, and shall not use such Confidential Information for any other purpose other than to perform House Staff Officer's duties and responsibilities under this Agreement.

**25. Billing and Collections.** University Physicians Group shall be responsible for billing and collection (if any) for House Staff Officer's professional services provided pursuant to this Agreement. All such monies collected will be retained and owned by University Physicians Group. House Staff Officer shall cooperate with University Physicians Group as reasonably requested in the provision of information and the completion of any necessary forms for any third-party reimbursement. University Physicians Group shall, as applicable, negotiate on

House Staff Officer's behalf (or delegate to a Seton affiliate the negotiation of) all managed care and other third party payor contracts.

**26. Use of Facilities.** House Staff Officer shall not knowingly use (or permit anyone else to use) any part of University Physicians Group's or Seton's facilities or resources for any purpose other than House Staff Officer's appointment to the Program pursuant to this Agreement. Without limiting the generality of the foregoing statement, House Staff Officer agrees not to use any of University Physicians Group's or Seton's facilities or resources in any manner that may jeopardize any applicable tax exemptions, insurance, or risk management programs.

**27. Compliance with Laws, Regulations, Accreditation Standards, and ERDs.** House Staff Officer agrees to comply with all federal, state, and local laws, rules, regulations, ordinances, and orders applicable to the UT Austin Dell Medical School GME Training Program and the professional services provided by House Staff Officer, including without limitation, the: (a) Texas Medical Practice Act; (b) laws, rules and regulations promulgated by the Centers for Medicare and Medicaid ("CMS"); and (c) Texas Department of State Health Services ("DSHS"). In addition, House Staff Officer agrees to comply with: (i) each educational site's accreditation standards, including the standards of the ACGME and The Joint Commission ("TJC"); and (ii) Section 11(h) of this Agreement regarding compliance with the ERDs.

**28. Compliance With Social Security Act.** For the purpose of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations promulgated pursuant thereto, House Staff Officer agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services of the United States or of the United States Comptroller General or any of their authorized agents, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.

**29. Exclusion from Participation.** House Staff Officer hereby represents and warrants to University Physicians Group and Seton that House Staff Officer has never been excluded from participation in any Federal or State health benefits program or any other governmental program (including, without limitation, Medicare, Medicaid and TRICARE) as may be identified on the Office of Inspector General, General Services Administration or any other excluded provider list. House Staff Officer shall immediately notify University Physicians Group in writing if any such exclusion from program participation is recommended, initiated, or implemented with respect to House Staff Officer. Notwithstanding any other provision of this Agreement, University Physicians Group shall have the right to terminate this Agreement immediately upon House Staff Officer's exclusion from any such program.

**30. Notice.** All notices contemplated under this Agreement must be given in writing and delivered to the parties to the address below, or to new or additional addresses as the parties may be advised in writing. Such notice shall be deemed effectively given when: (a) personally delivered; or (b) received through United States certified mail, return receipt requested; or (c) received via other commercial third party delivery service issuing delivery confirmation:

House Staff Officer Employment Agreement

If to House Staff Officer: \_\_\_\_\_ [M.D.][D.O.]  
\_\_\_\_\_  
\_\_\_\_\_

If to Employer: Seton/UT Austin Dell Medical School University Physicians  
Group  
Seton Administrative Offices, Suite 402  
1345 Philomena Street  
Austin, Texas 78723  
Attention: Prathibha Varkey, M.D.  
President

With a copy to: UT Austin Dell Medical School  
Office of Graduate Medical Education  
1400 North IH 35, Suite 2.240  
Austin, Texas 78701

**31. Miscellaneous Provisions.**

(a) Governing Law. This Agreement is governed by Texas law. Venue shall be Travis County, Texas.

(b) Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

(c) Amendment. This Agreement may only be amended in writing and signed by the parties.

(d) Divisions, Titles, Headings. The division of this Agreement into articles, sections, subsections, paragraphs, and subparagraphs, and the use of titles, headings, and captions in connection therewith are solely for convenience only, and shall not affect in any way the meaning or interpretation of this Agreement. Any conflict between the titles, headings, captions and text shall be resolved in favor of the text.

(e) Assignment. This Agreement may be assigned by University Physicians Group with the consent of Seton to any affiliated corporation, professional association or other entity of any kind; or pursuant to a reorganization, or the merger, consolidation or transfer of all or substantially all of the assets and business of University Physicians Group to a successor. House Staff Officer may not assign this Agreement or delegate or subcontract any duties hereunder whether in whole or in part to any party without the express, prior written consent of University Physicians Group.

House Staff Officer Employment Agreement

(f) Entire Agreement. This Agreement and the exhibits supersede any previous understanding between the parties, oral or otherwise, and constitute the entire Agreement between the parties relating to the subject matter hereof.

**32. Representations.** House Staff Officer's signature below represents House Staff Officer's acceptance of employment by University Physicians Group (as set forth in Section 1, above) on the terms and conditions set forth herein. House Staff Officer's signature also indicates that House Staff Officer has read, understood and agrees to comply with the terms and conditions of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the above-stated Effective Date.

**[SIGNATURES CONTINUED ON NEXT PAGE]**



**“HOUSE STAFF OFFICER”**

By: \_\_\_\_\_  
Name: \_\_\_\_\_, [M.D.][D.O.]  
an individual

**“UNIVERSITY PHYSICIANS GROUP”**

**SETON/UT AUSTIN DELL MEDICAL SCHOOL UNIVERSITY PHYSICIANS GROUP,**  
a Texas non-profit corporation  
Certified by the Texas Medical Board as a Non-Profit Health Organization

By: \_\_\_\_\_  
Prathibha Varkey, M.D.  
President

By: \_\_\_\_\_  
Name: \_\_\_\_\_, M.D.  
Program Director, \_\_\_\_\_ [Program]

**ACKNOWLEDGED:**

By: \_\_\_\_\_  
Jonathan MacClements, M.D., FAAFP  
Assistant Dean, Graduate Medical Education and  
Designated Institutional Official  
Dell Medical School  
The University of Texas at Austin

*[For University Physicians Group's Office Use Only]*

Date Accepted: \_\_\_\_\_

Original: House Staff Officer File

Copy: Austin GME Office

Copy: House Staff Officer