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THE UNIVERSITY OF TEXAS SYSTEM MEDICAL FOUNDATION

GRADUATE MEDICAL EDUCATION RESIDENT HANDBOOK

I. GENERAL INFORMATION

A. GENERAL INFORMATION

Resident Physicians pursuing their post-M.D. graduate training at The University of Texas Health Science Center at Houston, Medical School Affiliated Hospitals Integrated Residency Training Program (“the Residency Training Program” or “Programs”) are appointed by The University of Texas System Medical Foundation (“Foundation”). The Foundation, a not-for-profit corporation, is organized to create an administrative focus for the conduct of the Integrated Residency Training Programs.

The Policy Review Committee (“PRC”) is charged with administrative governance of the Foundation. The PRC sets policy and procedures for the Graduate Medical Education (“GME”) Training Programs and will provide administrative oversight for the Foundation.

The Graduate Medical Education Committee (“GMEC”) is a subcommittee of the Faculty Senate that provides academic oversight for the Residency Training Programs and ensures compliance with the Accreditation Council for Graduate Medical Education’s (“ACGME”) Institutional and Program Requirements.

The Graduate Medical Education Office provides administrative services for all residency and fellowship programs:

Graduate Medical Education Office
6431 Fannin Street, JIL 310
Houston, Texas 77030
Phone: 713/500-5151
Fax: 713/500-0612
E-mail: ms.gme@uth.tmc.edu
Website: www.med.uth.tmc.edu/gme/index.htm

B. *AFFILIATED HOSPITALS*

Hospitals affiliated with The University of Texas Health Science Center at Houston (“UTHSC-H”) for the purpose of the Residency Training Programs are: Memorial Hermann Hospital, Harris County Hospital District Lyndon B. Johnson General Hospital, The University of Texas M.D. Anderson Cancer Center, St. Joseph Hospital, St. Luke’s Episcopal Hospital, Memorial Hermann Hospital System, The Methodist Hospital, Shriners Hospital for Children, Texas Children’s Hospital, The Institute for Rehabilitation and Research, and Harris County Psychiatric Center. Other hospitals may either affiliate or leave the Programs after the agreement is signed. Each affiliated hospital agrees to reimburse the Foundation on a monthly basis for the salary and benefits of the Resident Physicians assigned to its facilities.

C. *LEVEL OF TRAINING*

Level of training in the Programs is designated as Post Graduate Year (“PGY”) 1 through Post Graduate Year 7 as follows:

- PGY-1 is the first year of post-M.D. clinical training. However, a physician more than one year out of medical school may be assigned to a PGY-1 position.
- Thereafter, the PGY level to which the Resident Physician is assigned will be determined by the Program Director and Department Chair in accordance with the Resident Physician’s level of education, ability, and experience.

II. *CONDITIONS OF APPOINTMENT*

A. *PARTIES TO THE AGREEMENT AND THEIR RESPONSIBILITIES*

The parties to the appointment Agreement (“Agreement”) are the individual in training (“Resident Physician” or “Resident”) and the Foundation.

1. The Resident Physician agrees:

- to serve at the affiliated hospitals;
- to accept the duties, responsibilities, and rotations assigned by the Program Director;
- to meet the training program's standards for learning and advancement including the objective demonstration of the acquisition of knowledge and skills;
- to abide by the Rules and Regulations of the Board of Regents of The University of Texas System, the regulations of The University of Texas Health Science Center at Houston as set out in its Handbook of Operating Procedures (web-site: <http://oac.hsc.uth.tmc.edu/hoop/index.html>) and the Medical Staff Bylaws, procedural rules, administrative policies, and other applicable rules

- and regulations of the hospitals to which assigned;
- to conduct himself or herself ethically and morally in keeping with his or her position as a physician; and,
- to meet the conditions outlined in this Resident Handbook (“Handbook”).

2. The Foundation agrees to perform a series of administrative and educational functions for the benefit of both the Resident Physician and the Programs. These functions include:
- issuance of paychecks;
 - provision of personnel services;
 - provision of an office and personnel for the administration of the Programs;
 - maintenance of records;
 - procurement and administration of the fringe benefits outlined in the Handbook;
 - provision of mechanisms for effective coordination of the Programs among the hospitals.

B. APPOINTMENT AGREEMENT

The Agreement is signed by the Resident Physician and the Dean, UTHSC-H, Medical School ("Medical School"), on behalf of the Foundation and Programs.

C. APPOINTMENT AND REAPPOINTMENT

Selection of the Resident Physician for appointment to the Programs will be in accordance with ACGME Institutional and Program Requirements, as well as with Foundation, UTHSC-H and departmental policies and procedures. An Agreement will be issued to the Resident Physician no earlier than eight (8) months prior to the date the Resident Physician agrees to accept the appointment.

This Agreement will extend for a period encompassing the PGY year, typically twelve (12) months. Residents may not have concurrent agreements with other hospitals or institutions while under contract with the Foundation.

Federal Health Care Program Exclusions: Appointment and continued appointment is subject to the UTHSC-H Exclusion Check policy [HOOP Policy 2.13A \(http://www.uth.tmc.edu/ut_general/pres_off/compliance/ExclusionCheckPolicy.htm\)](http://www.uth.tmc.edu/ut_general/pres_off/compliance/ExclusionCheckPolicy.htm).

Reappointments to the Programs may be issued annually at the discretion of the Medical School Departmental Chairperson and Program Director. The decision to reappoint a Resident Physician will be based on performance evaluations and an assessment of the Resident Physician’s readiness to advance. In instances where an appointment is not renewed, the Program Director will provide the resident with a written notice of intent not to reappoint no later than four months prior to the end of the resident’s current appointment term. However if the primary reason(s) for the non-reappointment occurs within the four months prior to the end of appointment

term, the resident will be provided with as much written notice of the action as possible. At a resident's request, a Program Director's decision to non-reappoint may be reviewed pursuant to I.P.1 of this handbook.

Resident Physicians are not required to enter into a non-compete or other restrictive covenant agreement with either the Foundation or UTHSC-H as a condition of appointment or reappointment to a Residency Training Program.

D. CONTENT OF PROGRAMS

Programs will be of sufficient quality and duration so that Resident Physicians who successfully complete their Program are qualified to sit for specialty board certification examinations. This provision will be subject to receipt of the necessary approval from those external agencies, which accredit training programs and hospitals. The graduate medical education of Resident Physicians in the practice of their specialties will include: provision of inpatient and outpatient settings within the program's specialty area; provision of equipment and other facilities for the care of patients; provision for supervision and evaluation of the professional work of the Resident Physician by UTHSC-H or affiliated and cooperating institutions; and, provision of didactic experiences to supplement practical clinical experiences. The Resident Physician will be expected to participate actively in the care of all patients of the facility to which he or she is assigned.

In addition, the Resident Physician will be provided the opportunity to take an active role in the instruction of undergraduate medical students and/or other hospital personnel.

The Resident Physician will be assigned to a regular schedule, including night rotations and weekend duties. Clean, adequately lit call rooms with available bathroom facilities will be provided by the hospitals to the Resident Physician on call for study or sleep. Access to food service is provided. The major objective of the Program is educational, and as such the educational needs of the Resident Physician will be a major priority of the Program Director and UTHSC-H.

The teaching staff will supervise the Resident Physician in a manner designed to facilitate progressively increasing responsibility for patient care according to level of training, ability and experience. The level of responsibility accorded to each Resident Physician will be determined by the Program Director and/or teaching staff.

UTHSC-H as well as the Programs have formal written policies governing Resident Physician Duty Hours. These policies are intended to foster resident education and facilitate the care of patients. Each program's formal written policy is consistent with the ACGME Institutional and Program Requirements of the specialties and subspecialties that apply to each Program. These formal policies must apply to all institutions to which a resident rotates. Compliance with these policies is a

responsibility shared by the Program Director, Faculty, and Resident Physicians. The UTHSC-H Institutional Duty Hours Policy is attached.

E. STIPENDS

Stipends will be paid to the Resident Physician by the Foundation. Each hospital will serve as guarantor of the stipends for the number of positions it agrees to support. The stipend named on the Agreement will be quoted on an annual basis.

The stipend will be appropriate to the level of training and responsibility of the Resident Physician. Attainment of each additional level of training will merit an increase in the stipend. All Resident Physicians at any given level of training will be paid stipends comparable rates. There will be no differential from specialty field to specialty field.

F. QUALITY ASSURANCE

The Resident Physician will be informed of the various hospitals' organizations for and methods of providing quality assurance. The Resident Physician should participate in the quality assurance activities of the clinical services to which he or she is assigned.

G. MEDICAL RECORDS

The Resident Physician is required to complete medical records in a timely manner. Mandatory components of graduate medical education 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 Physician is assigned. Failure to complete medical records promptly and accurately indicates failure to deliver adequate care of patients and is considered grounds for academic corrective action.

H. FRINGE BENEFITS

The fringe benefit program outlined below applies to all eligible Resident Physicians. The fringe benefit program is administered through the Foundation.

1. Vacation

Resident Physicians classified as PGY-1 are permitted the equivalent of two (2) calendar weeks of vacation each year.

Resident Physicians classified as PGY-2 and above are permitted the equivalent of three (3) calendar weeks of vacation each year.

The Resident Physician must coordinate vacation scheduling with the respective

Program, as well as with other Resident Physicians in the department to ensure adequate coverage. It is the responsibility of the fellow Resident Physicians of the Program to cover for one another during a Resident Physician's absence. No more than two (2) consecutive weeks of vacation may be taken without permission of the Program Director.

A Resident Physician is not eligible to accumulate annual vacation and unused vacation leave shall lapse at the end of each appointment period. A Resident Physician leaving the Program will not be compensated for unused vacation.

2. Uniforms/Badges

Four (4) three-quarter length coats are supplied to each Resident Physician through the Program, in his or her first year, and one (1) additional coat is supplied in each subsequent year of training. Additionally, each Resident Physician is furnished an official identification badge subject to security conditions applicable in each Program. Laundry services are provided.

3. Group Insurance

- Health Insurance is provided to the Resident Physician at no cost. Dependent coverage is not paid, but is available at group rates. The resident may opt for the HMO or the PPO plan.
- Dental Insurance is provided at no cost to the resident. Dependent coverage is not paid, but is available at group rates.
- \$100,000 of Life Insurance is provided at no cost to the Resident Physician. Dependent coverage is not paid, but is available at group rates. A spouse may be covered for up to \$10,000.00 and children for up to \$5,000.00 each. Additionally, the resident is provided with \$10,000 Accidental Death and Dismemberment coverage.
- Disability Insurance is provided to the Resident Physician at no cost. Monthly disability benefits start after total disability for a continuous period, which exceeds the thirty (30) day waiting period. Dependent coverage is not available.

4. Professional Memberships

A Resident Physician will automatically be enrolled as a member of the Harris County Medical Society and the Texas Medical Association. Annual dues for these organizations are paid on behalf of the resident by the Texas Medical Association Insurance Trust.

5. Educational Meetings

A Program Director may authorize paid leave for a Resident Physician to attend educational meetings. Such paid leave is limited to one (1) week each year and will not be considered part of the Resident Physician's vacation. Attending local, state or national specialty meetings would constitute appropriate use of this leave.

6. Paid Sick Leave

Paid sick leave accumulates at a rate of one (1) day (eight (8) hours) each month and accumulates to a maximum of thirty (30) days. Paid sick leave carries forward from year to year, however paid sick remaining as of the separation date from the Program will be forfeited without compensated.

In the event an illness exceeds accumulated paid sick leave and vacation time, a leave of absence without pay may be granted (see section II.H.7).

7. Leave of Absence ("LOA"), Including Extended LOA, Leave Without Pay ("LWOP") and Family Medical Leave ("FMLA")

All requests for LOA must be approved by the Program Director in accordance with applicable state and federal laws and accreditation requirements. An extended LOA, which exceeds the twelve (12) week allotment, may necessitate resignation from the Program. The Resident Physician may seek reappointment to the Program at a later date.

LOA may be comprised of paid leave (including both paid sick leave and vacation) and/or leave without pay ("LWOP"). When LOA is requested for a medical reason (including pregnancy), the eligible Resident Physician must exhaust all accumulated paid sick leave and accumulated vacation prior to beginning any LWOP.

With the prior approval of the Program Director, a Resident Physician shall be granted up to three (3) days of paid leave to attend the funeral of a family member. Family member is defined as the Resident Physician's parents, spouse, children, brothers, sisters, grandparents, or grandchildren or spouse's parents. Funeral leave shall be granted only for scheduled work days.

Consistent with the Federal Family and Medical Leave Act of 1993 (FMLA), The University of Texas System Medical Foundation will grant up to 12 calendar weeks of leave in a 12-month period for one or more of the following reasons:

- Birth of son/daughter and care after such birth;
- Placement of son/daughter for adoption or foster care;
- Serious health condition of spouse, child, or parent of resident; or
- Serious health condition of resident (unable to perform the functions of his or her position)

The duration of LOA must be consistent with satisfactory completion of training requirements (e.g., credit toward specialty board qualification), which will be determined by each Program in consultation with the GME office and in accordance with UTHSC-H HOOP Policy 2.40C.

A Resident Physician may continue his or her personal insurance coverage and dependent insurance coverages during a period of LOA at his or her own personal expense. Arrangements for these premium payments must be made prior to the commencement of the leave. The Program is responsible for payment of the resident's portion of the premium when the LOA qualifies under the Family Medical Leave Act.

8. Work-Related Injury or Disability

Injury or disability incurred by a Resident Physician within the course and scope of his or her appointment is covered by workers' compensation through a workers' compensation insurance policy. A Program Director is required to complete a First Report of Injury form to qualify for workers' compensation. Leave taken in connection with an injury or disability not incurred during the course and scope of the appointment will be considered sick leave.

9. Professional Liability Insurance

Professional liability insurance ("PLI") for the Resident Physician is provided through The University of Texas System Medical Liability Benefit Plan at no cost to the Resident Physician.

Except as describe below (Memorial Hermann Hospital), the Resident Physician will be covered by PLI when performing his or her assigned duties within the Program. Such coverage is valid only at the affiliated hospitals and clinics to which the Resident Physician is assigned through the Program. Current limits of liability are \$100,000/\$300,000. A Resident Physician who takes electives outside the affiliated hospitals is covered by PLI as long as the elective is part of the Program in which the Resident Physician is seeking specialty board certification. There must be documentation in the department office of the elective agreement.

When on rotation within Memorial Hermann Hospital, the Resident Physician's professional liability coverage is provided under a Memorial Hermann Hospital PLI policy. The Memorial Hermann Hospital PLI policy is not concurrent with coverage provided under The University of Texas System Medical Liability Benefit Plan.

PLI provided does not cover any professional activities other than those assigned through the Program.

10. Retirement Plan

The University of Texas System Medical Foundation, as a 501(c) (3) organization, makes available to all residents a 403 (b) tax-deferred annuity program. The program is currently offered through and administered by TIAA-CREF. TIAA-CREF, founded in 1918, provides an array of investment options under its Supplemental Retirement Annuity. Investment options include a traditional annuity, four common stock accounts, a real estate account, two bond accounts, a money market account and an equities and fixed income account. Participants may contribute through payroll deduction up to the IRS limit.

11. Employee Assistance and Work/Life Program

Residents are eligible to use both the Employee Assistance Program (EAP) and the Work/Life Program.

- The Employee Assistance Program offers services to help residents resolve problems in their personal lives that may affect performance in their Programs. Refer to the Employee Assistance Program web page at www.uteap.org for specific services available.
- The Family Work/Life Programs offer assistance in balancing your work and personal lives through a variety of services. Additional specific information is available at <http://www.uthouston.edu/worklife/>

12. Access to UTHSC-H Network and E-mail

Upon meeting all requirements, completing all paperwork relevant to their appointment, and signing the *Information Resources Security: Acknowledgment Form*, Residents will receive a UTHSC-H e-mail address and network access for use during the duration of their appointment. Residents shall abide by the terms of UTHSC-H HOOP Policy Chapter 17 (http://www.uth.tmc.edu/ut_general/admin_fin/planning/pub/hoop/complete_toc.html#chap17) as well as the Information Resources Security Manual (<http://is.hsc.uth.tmc.edu/css/risk/riskmanu.html>). All use of the UTHSC-H network, including internet access, is a privilege that must not be abused. Any prohibited or inappropriate use of the network and the e-mail system may result in termination of such privilege and may be grounds for other adverse action.

I. MOONLIGHTING

Residents will not be required to engage in professional activities outside the educational program (moonlighting). Under Texas law, professional activities involving the practice of medicine outside the program are available only to a Resident Physician who holds a medical license from the Texas State Board of Medical Examiners. An institutional permit or physician-in-training permit does **not** entitle the Resident Physician to assume professional activities outside the educational program.

The listed fringe benefits, including coverage for any injury or disability (I.H.8) incurred, do not apply during such outside or unassigned activity. PLI (I.H.9) will not cover the Resident Physician for any liabilities incurred in such professional activity.

All moonlighting activities require a prospective written statement of approval from the Program Director, for inclusion in the resident's file. The Program may revoke approval or initiate corrective action in the event outside professional activity interferes with the ability of the Resident Physician to fulfill satisfactorily the obligations of the Program.

J. *PROFESSIONAL FEES*

As a condition of acceptance to the Program, the Resident Physician waives all rights to fees for professional services to patients, regardless of the level of participation in the care of those patients. Such fees will be collected on behalf of the supervising professional staff in accordance with the following:

1. the regulations of the hospitals or other clinical settings in which the work is done;
2. the practices of the professional staff of each hospital or clinical setting; and,
3. the regulations, where applicable, of third-party payers.

K. *LICENSURE*

1. *Physician-in-training permits*

A physician-in-training permit must be granted by the Texas State Board of Medical Examiners (TSBME) to a physician who serves in Texas as an intern, resident, or fellow in graduate medical education programs approved by the ACGME. For the purposes of the Resident Physician Appointment Agreement, the Medical School will seek a physician-in-training permit on behalf of each Resident Physician who has never had an unrestricted license to practice medicine in Texas. The permit shall expire on the earlier of a) the reported ending date of the postgraduate training program, b) the date a postgraduate training program terminates or otherwise releases a permit holder from its training program, or, c) the date the permit holder obtains full licensure or temporary license pending full licensure pursuant to TSBME rules. The TSBME retains the right at any time to place a physician-in-training permit on inactive status. The fees associated with permit applications, renewals and changes are the responsibility of the Resident Physician.

A physician-in-training permit does not entitle the Resident Physician to assume professional activities outside of the Residency Program (moonlighting, section II.I).

2. *Permanent Texas Medical License*

A Resident Physician who obtains a permanent medical license from the Texas State

Board of Medical Examiners during his or her training is required to maintain a current medical license at all times. Additionally, it is the Resident Physician's responsibility to provide the GME office at the Medical School with a copy of a current license. A Resident Physician who has not renewed his or her license as necessary will be dropped from PLI on the license expiration date and removed from clinical duties (on LWOP) until the license is reinstated by the Texas State Board of Medical Examiners. A Resident Physician who does not maintain a copy of a current license with the GME office may likewise be suspended without pay until such copy is received.

3. *Professional Name Presentation on Institutional Permit or Permanent License*

In keeping with the policy of the Texas State Board of Medical Examiners, all residents employed by the Foundation will be required to professionally use the name under which they are licensed with the TSBME. Failure to do so may be considered unprofessional conduct by the TSBME as defined by the Texas Occupations Code, Chapter 164.052(a)(5).

A Resident Physician's physician-in-training permit must match the name as shown on the resident's medical school degree unless acceptable documentation of a legal name change is supplied with the initial permit application.

If a name change is necessary at some point during the resident's training, the Resident Physician must contact the GME Office.

L. EVALUATION AND ADVANCEMENT

A Resident Physician will be evaluated at least twice each year with regard to his or her performance, knowledge, skills, satisfactory progressive scholarship, and professional growth. To progress in the program and to successfully complete the program, a Resident Physician must demonstrate his or her ability to assume increased responsibility for patient care. 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 Departmental Chairperson together with the Program Director and with input from members of the teaching staff.

Evaluations will be communicated to the Resident Physician in a timely manner. The evaluations and the Resident Physician's responses to the evaluations, if any, will be maintained in the Program or department office and will be accessible to the Resident Physician for review.

It is the duty of the Program Director to establish a mechanism for evaluating the performance of the Resident Physician, including written progress reports to the Resident Physician. If a Resident Physician is not performing satisfactorily, the Program Director should document the deficiencies and outline a plan or program to

correct the deficiencies. The plan or program may be formal or informal and may include corrective action (see II. P). It is the responsibility of the Resident Physician to follow up with any questions that he or she may have regarding an evaluation.

M. GRIEVANCES

It is the policy of the Foundation to encourage fair, efficient, and equitable solutions for problems that arise out of the appointment of the Resident Physician to the Foundation.

Grievances may involve payroll, hours of work, working conditions, clinical assignments, and issues related to the program or faculty, or the interpretation of a rule, regulation, or policy. The grievance process is not intended to be available to address any aspect of the evaluation of academic or clinical performance or professional behavior, a non-reappointment decision, or other academic matters relating to failure of the resident to attain the educational competencies of the Programs.

If a Resident Physician has a grievance, he or she should first attempt to resolve it by consulting with (1) the Chief Resident; (2) the Program Director; or, (3) the Department Chairperson. If after twenty-one (21) days the matter has not been resolved in a satisfactory manner, the Resident Physician should then present the grievance in written form to the PRC through the GME office.

A grievance subcommittee of the PRC appointed by the PRC chairperson will be assigned to review the grievance. The Resident Physician may be invited or permitted to appear before the subcommittee at the discretion of the subcommittee. After the grievance subcommittee has reviewed all information submitted in writing or in person by the Resident Physician, a decision will be communicated in writing to the Resident Physician and other appropriate, involved persons.

N. RESIDENT PHYSICIAN IMPAIRMENT

The institutional policy regarding substance abuse among Resident Physicians recognizes the importance of prevention through education, recognition of the impaired Resident Physician, and the counseling and rehabilitation of the impaired Resident Physician. Impaired Resident Physicians and related allegations will be handled in accordance with the GME Committee's Resident Impairment Policy (*see attached*).

O. COMPLAINTS OF SEXUAL HARASSMENT OR UNLAWFUL DISCRIMINATION

Complaints of sexual harassment and/or other forms of unlawful discrimination are to be addressed in accordance with the regulations found in HOOP Policy 2.04

http://www.uth.tmc.edu/ut_general/admin_fin/planning/pub/hoop/02/2_04.html.

P. CORRECTIVE AND/OR ADVERSE ACTIONS

1. Academic Actions

In the event a Resident Physician encounters difficulty meeting and/or maintaining performance standards (academic difficulty), including professional behavior standards, the Resident Physician should seek out the advice and guidance of the Program Director. Likewise, if the Program Director knows that a Resident Physician's performance is unsatisfactory, he or she must contact the Resident Physician and provide adequate verbal and written notice and guidance to the Resident Physician about his or her performance and possible corrective action (consistent with section II.L.)

If the Program Director has notified the Resident Physician about his or her unsatisfactory performance (including professional behavior), offered advice and guidance, and, if appropriate, corrective action, and the Resident Physician continues his or her unsatisfactory performance, it is the prerogative of the Program Director to take what he or she considers to be appropriate academic corrective and/or adverse action. Corrective/adverse actions are: remedial assignments, letter of warning, probation, suspension, non-promotion, non-reappointment, or dismissal from the Program.

Under any circumstances in which the Program Director determines that the unsatisfactory performance, conduct or behavior of the Resident Physician may constitute a threat to patient safety, he or she may immediately suspend or reassign the Resident Physician pending a determination by the Program Director regarding the ability of the Resident Physician to continue in the Program.

The PRC, or a subcommittee of the PRC, is available to the Resident Physician to review those instances of non-promotion, non-reappointment, suspension or dismissal in which the Resident Physician believes that this action was levied against him or her without the provision of notice and guidance of the Program Director that would have enabled the Resident Physician to improve his or her performance prior to the decision to take action. The review by the PRC or a subcommittee of the PRC is restricted solely to the determination of whether the requisite notice and guidance was received by the Resident Physician. The Resident Physician must make a request for a review by the PRC within fourteen (14) days of the date the academic corrective action in question is levied against the Resident Physician.

2. Non-Academic Action

In the event allegations of unethical conduct, scholastic dishonesty, theft, or any conduct prohibited by UTHSC-H, The University of Texas System, Federal, state, or

local law are levied against a Resident Physician, the Foundation may seek to penalize the Resident and/or terminate the appointment of the Resident Physician prior to the end of the appointment term.

Under any circumstances in which the Program Director determines that the unsatisfactory performance of the Resident Physician may constitute a threat to patient safety, he or she may immediately suspend or reassign the Resident Physician pending a determination by the Program Director regarding the ability of the Resident Physician to continue in the Program.

If allegations are levied against the Resident Physician that may be subject to such action, the Program Director will conduct an investigation into the allegations in collaboration with the GME Office. If the investigation reveals that the allegations appear to be substantiated, notice of the allegations will be delivered to the Resident Physician *via* hand delivery or certified mail with a copy to the GME office.

The GME office will maintain and administer policies and procedures governing the imposition and appeals of penalties and terminations that are designed to ensure effective procedural protections (due process) for all interested parties. Upon receipt of a notice of allegations from a Program Director, the GME office will promptly provide a copy of the applicable procedures to the Resident Physician.

Procedural Guidelines:

If the Resident Physician does not dispute the allegations, he or she will be asked to sign a Waiver of Hearing and a penalty will be assessed by the Program Director or department chairperson. If the Resident Physician disputes the allegations, or if the Resident Physician admits the allegations but contests the penalty assessed, he or she may request a hearing before an Arbitration Committee appointed by the PRC.

The Arbitration Committee will consist of three (3) members, one of whom will be a Resident Physician member from a Residency Training Program. The Arbitration Committee will select its presiding chairperson. The Resident Physician will be given at least ten (10) days notice of the date, time, and place for such hearing and the name of the members of the Arbitration Committee. The notice will include a written statement of the allegations and a summary statement of evidence supporting such allegations. The notice shall be delivered in person or by certified mail to the Resident Physician at the address appearing in the Program records.

Upon a hearing of the allegations, the UTHSC-H institutional representative has the burden of going forward with the evidence and the burden of proving the allegations by the greater weight of the credible evidence.

The hearing will be conducted to assure that both parties (UTHSC-H and the Resident Physician) are afforded the following minimal rights:

1. Each party will provide to the GME office a complete list of all witnesses, a brief summary of the testimony to be given by each, and a copy of all documents to be introduced at the hearing. Each party will be provided copies of the above by the GME office prior to the hearing. Deadlines concerning the submission of materials will be set and communicated by the GME office.
2. Each party will have the right to appear and present evidence in person. The Resident Physician may have legal counsel present outside of the hearing room; however, no attorneys will actually appear as an advocate for either party.
3. Each party will have the right to cross-examine witnesses.
4. The hearing will be recorded. If either party wishes to appeal the findings, the record will be transcribed and both parties will be allowed to purchase a copy of the transcript.

The Resident Physician may challenge the impartiality of any member(s) of the Arbitration Committee up to three (3) working days prior to the hearing. The challenged member of the Arbitration Committee shall be the sole judge of whether he or she can serve with fairness and objectivity. In the event a member disqualifies himself or herself, a substitute will be chosen.

The Arbitration Committee will render and send to both parties a written decision, which will contain findings of facts and conclusions and will assess a penalty or penalties.

Either or both parties may appeal an action taken by the Arbitration Committee in accordance with the following procedures:

Within fourteen (14) days after the parties have been notified of the decision, either or both parties may give notice of appeal to the Dean of the Medical School. If the decision is sent by mail, the date the decision is mailed initiates the fourteen (14) day period. The decision will be reviewed on the basis of the transcript, if any, and evidence considered at the hearing. In order for the appeal to be considered, all the necessary documentation to be filed by the appealing party(s), including written argument must be filed with the Dean within fourteen (14) days after notice of appeal is given and the transcript, if any, is available. Both parties, at the discretion of the Dean, may present oral argument. The Dean may approve, reject, or modify the decision in question or may require that the original hearing be reopened for the presentation of additional evidence and reconsideration of the decision. The action of the Dean shall be communicated in writing to the Resident Physician and Program Director no more than thirty (30) days after the appeal and related documents have been received. The decision of the Dean is the final appellate review.

Q. CONDITIONS OF SEPARATION

1. Resignation

A Resident Physician may resign from a Program by providing thirty (30) days written notice of his or her intent to resign. The Resident Physician's resignation must be submitted to the Program Director and/or department chairperson. 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

A Resident Physician's appointment may be terminated prior to the end of the appointment term due to academic dismissal as described in section II.P.1. or for other cause as described in section II.P.2. and/or whenever the Program Director determines that the Resident Physician may constitute an ongoing threat to patient safety in accordance with section II.P.1. or II.P.2. A Resident Physician so terminated will continue to be compensated for 90 days from the date of final termination or until the end of the appointment term, whichever comes first.

R. PROGRAM CLOSURE/REDUCTION

If, in its sole discretion, the Medical School decides to either reduce the size or close a Program(s) or certain parts of a Program(s), the Resident Physician will be notified as soon as possible. A vigorous effort will be made either to allow those Resident Physicians in the Program at the time of the decision to reduce or close the Program to finish the Program or assist the Resident Physicians in identifying a Program in which they may continue their education.

S. CHECKOUT PROCEDURE

Resident Physicians departing a Program, whether through graduation, program closure, resignation, separation termination, or other means, shall check out through their Program following the check-out procedures set forth by Program and GME Offices.

3/2005

EXHIBIT A
UNIVERSITY OF TEXAS MEDICAL SCHOOL AT HOUSTON
POLICY FOR RESIDENT DUTY HOURS
AND THE WORKING ENVIRONMENT

Providing residents with a sound academic and clinical education must be carefully planned and balanced with concerns for patient safety and resident well-being. Each program must ensure that the learning objectives of the program are not compromised by excessive reliance on residents to fulfill service obligations. Didactic and clinical education must have priority in the allotment of residents' time and energies. Duty hour assignments must recognize that faculty and residents collectively have responsibility for the safety and welfare of patients.

1. Supervision of Residents

a. All patient care must be supervised by qualified faculty. The program director must ensure, direct, and document adequate supervision of residents at all times. Residents must be provided with rapid, reliable systems for communicating with supervising faculty.

b. Faculty schedules must be structured to provide residents with continuous supervision and consultation.

c. Faculty and residents must be educated to recognize the signs of fatigue and adopt and apply policies to prevent and counteract the potential negative effects.

2. Duty Hours

a. Duty hours are defined as all clinical and academic activities related to the residency program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours do not include reading and preparation time spent away from the duty site.

b. Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities.

c. Residents must be provided with 1 day in 7 free from all educational and clinical responsibilities, averaged over a 4-week period, inclusive of call. One day is defined as one continuous 24-hour period free from all clinical, educational, and administrative activities.

d. Adequate time for rest and personal activities must be provided. This should consist of a 10 hour time period provided between all daily duty periods and after in-house call.

3. On-Call Activities

The objective of on-call activities is to provide residents with continuity of patient care experiences

throughout a 24-hour period. In-house call is defined as those duty hours beyond the normal work day when residents are required to be immediately available in the assigned institution.

a. In-house call must occur no more frequently than every third night, averaged over a four-week period.

b. Continuous on-site duty, including in-house call, must not exceed 24 consecutive hours. Residents may remain on duty for up to six additional hours to participate in didactic activities, transfer care of patients, conduct outpatient clinics, and maintain continuity of medical and surgical care as defined in Specialty and Subspecialty Program Requirements.

c. No new patients, as defined in Specialty and Subspecialty Program Requirements, may be accepted after 24 hours of continuous duty.

d. At-home call (pager call) is defined as call taken from outside the assigned institution.

1. The frequency of at-home call is not subject to the every third night limitation. However, at-home call must not be so frequent as to preclude rest and reasonable personal time for each resident. Residents taking at-home call must be provided with 1 day in 7 completely free from all educational and clinical responsibilities, averaged over a 4-week period.

2. When residents are called into the hospital from home, the hours residents spend in-house are counted toward the 80-hour limit.

3. The program director and the faculty must monitor the demands of at-home call in their programs and make scheduling adjustments as necessary to mitigate excessive service demands and/or fatigue.

4. Moonlighting

a. Because residency education is a full-time endeavor, the program director must ensure that moonlighting does not interfere with the ability of the resident to achieve the goals and objectives of the educational program.

b. Each program must have a written policy regarding moonlighting that:

1. specifies that residents must not be required to engage in moonlighting

2. requires a prospective, written statement of permission from the program director that is made part of the resident's file; and,

3. states that the residents' performance will be monitored for the effect of these activities upon performance and that adverse effects may lead to withdrawal of permission.

c. Moonlighting that occurs within the residency program and/or the sponsoring institution or the non-hospital sponsor's primary clinical site(s), i.e., internal moonlighting, must be counted toward the 80-hour weekly limit on duty hours.

5. Oversight

a. Each program must have written policies and procedures consistent with the Institutional and Program Requirements for resident duty hours and the working environment. These policies must be distributed to the residents and the faculty. Monitoring of duty hours is required with frequency sufficient to ensure an appropriate balance between education and service.

b. Back-up support systems must be provided when patient care responsibilities are unusually difficult or prolonged, or if unexpected circumstances create resident fatigue sufficient to jeopardize patient care.

6. Duty Hours Exception

An RRC may grant exceptions for up to 10 % of the 80-hour limit, to individual programs based on a sound educational rationale. The University of Texas Medical School at Houston (UTMS-H) Graduate Medical Education Committee (GMEC) Policy for Review of Requests from Programs for Extension of the 80-Hour per Week Limit on Resident Duty Hours specifies how programs in this institution may apply for such an extension.

Approved by the GMEC 4/23/2003

EXHIBIT B
UNIVERSITY OF TEXAS MEDICAL SCHOOL AT HOUSTON
RESIDENT PHYSICIAN IMPAIRMENT POLICY

STATEMENT OF POLICY OVERVIEW

The University of Texas Medical School at Houston (UTMSH) and The University of Texas System Medical Foundation (Foundation) are committed to maintaining or restoring the physical and mental health of Resident Physicians as well as maintaining a drug free environment for them. The primary goal related to substance abuse in the Resident Physician community is prevention. UTMSH recognizes that substance abuse and mental disorders are treatable medical conditions, and as an institution dedicated to health, facilitates the treatment and rehabilitation of these conditions for both patients and healthcare providers

POLICY

The unlawful purchase, manufacture, distribution, possession, sale, storage, or use of any controlled substance or medication by Resident Physicians while on duty, or while in or on premises or property owned or controlled by UTMSH or any of its affiliated institutions is prohibited.

The unauthorized use or possession of alcohol by Resident Physicians while on duty is prohibited. State law will be enforced at all times in or on all premises or property owned or controlled by UTMSH or any of its affiliated institutions.

Any use of alcohol or any other substance by Resident Physicians that adversely affects job performance or that may adversely affect the safety of other Resident Physicians, students, visitors or patients in any facility owned or controlled by UTMSH or its affiliated institutions is prohibited, regardless of whether such use occurs during duty hours.

Prescription and over-the-counter medications that may induce impairment and any mental or physical condition that may induce impairment, are included in this policy. A Program Director's advice and assistance may be necessary when duty adjustments are required to ensure a Resident Physician's ability to perform assigned work in a safe manner because of the use of such medications. Failure to comply with this published policy by any Resident Physician will constitute grounds for corrective action, up to and including termination.

At the discretion of UTMSH or the Foundation, a Resident Physician may be referred to the Resident Physician Assistance Program (RPAP) for evaluation and a Resident Physician with a diagnosed or claimed impairment may be referred to RPAP for, and be required to participate in and satisfactorily complete, an approved treatment and follow-up program. The RPAP consists of a Program Director working in close liaison with the Employee Assistance Program (EAP).

PROCEDURES

Because substance abuse has a potential for serious adverse effects upon the Resident Physician, patients, colleagues and the institution, it is necessary to have a comprehensive program that:

1. educates both Resident and Faculty physicians about the problems associated with substance abuse, mental illness and behavioral problems and trains them to recognize the associated signs and symptoms.
2. provides a means for immediate evaluation and appropriate referral for diagnosis, treatment and follow-up, including monitoring; and,
3. complies with state and federal law as well as policies included in The University of Texas Health Science Center at Houston Handbook of Operating Procedures.

I. Educational Efforts

UTMSH relies on the observations and judgment of Program Directors, teaching faculty, and peers to evaluate the behavior of Resident Physicians, to identify suspected impaired behavior, and to refer Resident Physicians exhibiting such behavior to the RAP for evaluation. The RAP and EAP is also a benefit available to all Resident Physicians for self-referral. The RAP/EAP also provides assessment and referral for assistance with personal problems such as difficulty with a marital, family or other significant relationship, stress/burnout, depression, and grief as well as attitudinal and behavioral problems noted in the workplace.

Residency Program Director and faculty awareness of RAP/EAP services and the issues and implications of substance abuse and the other problems noted above will be facilitated through educational efforts. To this end, UTMSH will provide instruction and disseminate educational materials to all residents concerning the above issues.

II. RAP/EAP Referral and Treatment

A. Course of Action: Reasonable Suspicion of Use

Any Resident Physician whose behavior or performance gives rise to a reasonable suspicion of impairment based on direct observations by faculty or staff, will be immediately referred by the Residency Program Director to the RAP/EAP Program for evaluation. In addition, if the behavior is so egregious that the possibility of patient harm exists, the resident will immediately be removed from clinical responsibilities. Descriptions of the observed behavior will be documented for the Residency Program Director as soon as possible. The Chair of the Department will also be notified of the allegation of impairment. The Resident Physician's evaluation might include drug and alcohol testing if abuses of those substances are suspected. This evaluation, by a qualified EAP Counselor will assess the Resident Physician's condition and determine the likelihood that the observed behavior might be caused by drug, alcohol use, mental illness and/or a behavioral problem. The evaluation, when completed, will be forwarded to the appropriate Residency Program Director and will include a series of recommendations for further evaluation, if needed, as well as treatment and monitoring. A contract between the Resident, the RAP/EAP and the UTMSH will also be given to the Resident to sign that will include the requirements and expectations of the treatment and monitoring for the duration of the residency. Guidelines for what will occur if and when relapse occurs will also be included.

These corrective actions, including back-to-work restrictions, if any, and regular blood and or urine test monitoring, regular follow-up, or other consequences of the identified problem will be decided upon by the combined input of the Program Director, Department Chair and RAP Director following consideration of all pertinent information, including the evaluation and treatment recommendations and the requirements of the signed contract.

The RAP/EAP will coordinate the necessary follow-up and monitoring on behalf of UTMSH and the Foundation and will inform the Resident Physician's Program Director as to whether or not the Resident Physician has cooperated. Regular reports of the Resident Physician's progress will be provided twice annually to the Program Director/Department Chair by the RAP/EAP. In addition, failure to comply with treatment and or positive body fluid tests for disallowed substances will also be reported. The RAP/EAP will also participate in a return-to-duty meeting in all cases when the treatment and monitoring plan are fully in place. The assessment and referral function of the RAP/EAP provides a measure of protection for the Resident Physician who has made a good faith effort towards recovery, codified by the signed contract.

B. Course of Action: Self-referral

Resident Physicians who wish to obtain assistance for the treatment of a drug-related or mental health problem are encouraged to seek assistance through the RAP. The RAP can help coordinate short or long-term problem evaluation and potential resolution through treatment free of charge to the Resident Physician.

Resident Physicians may use health insurance to defray the cost of many treatment programs, although certain restrictions may apply, depending on the type of treatment recommended. The RAP will assist in determining how a Resident Physician's insurance coverage may be applied most efficiently. In addition, medical leaves of absence may be granted to accommodate outpatient and/or extended hospital care.

Seeking help through the RAP will not jeopardize the Resident Physician's current position or potential in the training program. Involvement with the RAP will not grant special privileges or exceptions from normal performance standards. Confidentiality between the Resident Physician, Program Director and Department Chair, and the RAP will be respected in all cases unless the Resident Physician authorizes disclosure or as otherwise required by law. In all cases, regardless of the method of referral, the rules and regulations of the Texas State Board of Medical Examiners (TSBME), including the required initial and follow-up reports, will be strictly observed. The RAP will also offer counseling to each Resident in treatment as to how and when they should notify the TSBME of their treatment and rehabilitation.

III. Sanctions

Corrective actions or other consequences of the reported behavior will be determined exclusively by the Program Director or Department Chair following their consideration of all pertinent information.

Any Resident Physician who is convicted under a criminal statute for a drug-related offence occurring while on duty is required by law and UTMSH policy to notify the Program Director not later than five days after such conviction.

In turn, the Program Director is required to notify the Office of Graduate Medical Education immediately after receiving notice of such conviction to provide for the Institution's compliance with the law.

A felony conviction of a violation of any criminal drug statute for use, possession, dispersion, distribution, or manufacture of an illegal drug while the Resident Physician is on duty will result in termination of the Resident Physician's appointment. The Texas State Board of Medical Examiners will be immediately notified of such termination and the nature of the conviction.