



GRADUATE MEDICAL EDUCATION RESIDENCY AGREEMENT

2024-2025

This Graduate Medical Education Residency Agreement is effective ("**Effective Date**") and is by and between Project Vida Health Center (**PVHC**), a non-profit institution, and [enter resident credential MD, DO or MBBS] ("**Resident**"). This Agreement applies to the academic year term ("**Term**") of _____, 20_ through _____, 20_.

WHEREAS, Project Vida Health Center operates a Psychiatry Graduate Medical Education Training Program accredited by the American Council of Graduate Medical Education ("**ACGME**"); and

WHEREAS, The Resident satisfies the eligibility criteria set forth by both the Accreditation Council on Graduate Medical Education (ACGME) and PVHC, and

WHEREAS, The Resident seeks admission to the Residency Program, encompassing the completion of specific clinical and educational duties as assigned. PVHC intends to engage and provide training to the Resident within the Psychiatry Residency Program, contingent upon the Resident's continuous good standing in the Program and their adherence to the terms and conditions of this agreement., and

WHEREAS, PVHC has offered and the Resident has accepted an appointment with the Psychiatry Residency Program.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, PVHC and Resident agree as follows:

- 1. Training Program.** Project Vida Health Center Psychiatry Residency Program.
- 2. Appointment.** Under the terms and conditions outlined in this Agreement, the Resident officially acknowledges their appointment as a Resident within the PVHC Psychiatry Residency Program at the Program Graduate Year ("PGY") _____ level.
- 3. Term.** This Agreement spans a duration of 12 months, commencing on [start date] and concluding on [end date]. In the case of an approved leave of absence, any time exceeding the allotted days available through the Program's vacation time/sick leave will be unpaid and will be appended to the training period at the Resident's current PGY level.
- 4. Resident's Training Program Status and Compensation.** Residents shall be employed full-time by PVHC at the Residency Training Program level of PGY ___ with compensation of \$_____ prorated with the payments in equal installments on a semi-monthly basis for the Term of this Agreement. The Resident acknowledges that the specified compensation amounts are subject to change annually at the sole discretion of PVHC. If the Resident's salary is increased, as approved by the PVHC Graduate Medical Education Committee (GMEC) and authorized by PVHC's funding sources, the increase will be effective at the beginning of the next academic cycle, such as July 1st of each year (or the anniversary of the Resident's start date if they are off-cycle). The

benefits, including disability and health insurance, provided during the appointment's duration are outlined in Exhibit A.

5. **Program Director.** The resident's supervisor shall be the Program Director for the Psychiatry Residency Training Program .

6. **Resident's Responsibilities.** Resident agrees:

6.1 To be responsible for ensuring that Resident has met and complied with all requirements by Texas Medical Board, PVHC, the ACGME, and this Agreement, including Section 6 of this Agreement, prior to the start of this Agreement.

6.2 To devote Resident's full-time and best professional efforts to the participation in the Training Program.

6.3 To fulfill the educational requirements of the Training Program which is centered around education and training, with a focus on fostering mutual respect and collaboration between faculty and residents. Patient care is given utmost priority in delivering excellent graduate training, which means that as residents gain more skills and expertise, their responsibilities in patient care will expand. Furthermore, the Training Program aims to equip residents with knowledge about ethical, socioeconomic, and medical/legal matters that impact medical practice as well as teach them how to implement cost-saving measures in providing patient care.

6.4 The resident is obligated and agrees to promptly disclose to the program director, within 48 hours or sooner, any current or past information that could impact their eligibility for or status regarding a PIT (Physician-in-Training) or Texas Medical License prior to commencing the residency program. In the event that such information is learned during the residency, which could affect a PIT permit or license, the resident must immediately notify the program director, within 48 hours or sooner.

This information may include, but is not limited to, the initiation of an investigation or disciplinary action by any licensing or law enforcement entity against the resident, an arrest, a fine exceeding \$250, a charge or conviction of a crime, an indictment, imprisonment, being placed on probation, receiving deferred adjudication, diagnosis or treatment of a physical, mental, or emotional condition that may impair the resident's ability to perform essential physician functions and training or practice in medicine, inability to obtain necessary visa clearance (if applicable), notification of any claim, notice, or legal action pertaining to their license or current training, or any incident involving moral turpitude. In the absence of such circumstances, the resident acknowledges and affirms their capability to perform the essential functions of a physician in training.

Furthermore, the Residents who possess the necessary skills and expertise to fulfill the fundamental duties of a physician in training must promptly inform their program director within a maximum of 48 hours regarding any circumstances or incidents that could potentially impact their training, patient care, or personal and others' safety. Such conditions or events include, but are not restricted to, substance abuse, disabilities, or

any form of temporary or permanent physical, emotional, or mental impairment, as determined by PVHC.

- 6.5 To carry out clinical responsibilities as and when assigned, as well as to demonstrate dignity and respect to the PVHC staff, medical staff and advanced practice professional/allied health staff, and to patients and their families. By agreeing to this Agreement, each Resident commits to actively acquiring knowledge that informs the safe, effective, and ethical treatment of patients, including but not limited to culturally and linguistically appropriate care. These objectives are accomplished through supervised patient care, gradually gaining more independence in clinical practice, exposure to scientific research related to the study of diseases, and training to develop core professional skills that form the basis of independent practice and lifelong learning. The ultimate aim of GME training at PVHC is to produce competent physicians who are eligible for licensure in the State of Texas and qualified to take specialty-specific American Board of Medical Specialties examinations.
- 6.6 To comply with federal and state laws and regulations, PVHC employee handbook, and policies and procedures, GME policies and procedures, Training program handbook and policies and procedures, directives of the Program Director and Program Director's designee and those of our affiliated partners. It is understood that PVHC GME policies may be found on the PVHC website. For further information, Residents may contact their Program Director. It is understood that PVHC policies may be amended from time to time.
- 6.7 To conduct oneself in conformance with applicable laws and PHVC and affiliated partners policies governing confidential information. Confidential Information includes information concerning patients, physicians on the medical staff, peer review, quality review, committee records, logon and password information, and information related to operations and internal business affairs of PVHC or those not generally available to the public. Residents may view or have access to some or all of this Confidential Information through a PVHC computer system or through Resident's interaction in providing services under this Agreement with affiliated partners.
- The Resident is expected to adhere to the American Medical Association's (AMA) "Principles of Medical Ethics": <https://code-medical-ethics.ama-assn.org/principles>.
- 6.8 To participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director as necessary for the completion of applicable graduation and board eligibility requirements. Attend and complete didactic activities, assume responsibility for the teaching and supervision where applicable of other residents, medical students or allied health professionals and participate in assigned PVHC and medical staff committees.
- 6.9 The role of a Resident is to be a responsible physician and educator and essential in postgraduate education. It is the duty and responsibility of each Resident to teach and showcase their expertise and knowledge to medical students and other learners. This responsibility includes supervising patient care and work-ups, as well as demonstrating and instructing procedures that align with providing excellent patient care. The teaching

aspect of being a Resident is a fulfilling and distinctive responsibility that should be embraced willingly. Residents are expected to develop a personal program of self-study and professional growth with guidance from PVHC's Training Program teaching staff and the Program Director.

- 6.10 Upon the Agreement's conclusion or in the case of its termination, the Resident must promptly surrender all PVHC property, which includes, but is not confined to, keys, badges, books, laptops, and any other equipment. Additionally, the Resident must ensure the completion of all records and resolution of all professional and financial obligations before the issuance of their final paycheck. Any required replacements of items will be the financial responsibility of the Resident.

7. **PVHC's Responsibilities.**

- 7.1 PVHC is mandated to ensure the provision of a comprehensive graduate medical educational experience and Training Program in compliance with ACGME requirements. This responsibility encompasses faculty planning, teaching, supervision, and evaluation of residents.
- 7.2 PVHC shall designate a Program Director who will manage the Training Program. The Program Director will supervise and manage the Resident in the appropriate scope of training. The Program Director, taking into consideration training opportunities and patient needs, will decide Resident's general assignments and responsibilities.
- 7.3 The Program Director will oversee and manage the schedule and educational activities of residents in accordance with ACGME requirements and trainee's curriculum. This includes, but is not limited to, the assignment and distribution of responsibilities and tasks to residents.
- 7.4 PVHC agrees to perform administrative functions for the benefit of the Residents. These include arranging for the payment of salaries and administration of benefits available to Residents. The training program will maintain Resident records.
- 7.5 PVHC agrees to the following:

- a. Compensation; Benefits. PVHC agrees to provide the compensation rate specified in Section 4 and the benefits outlined in Exhibit A to the Resident. It is important to note that PVHC retains the right to modify the compensation and benefits at its discretion. PVHC will make reasonable efforts to inform the Resident of any significant changes pertaining to these benefits and will furnish more comprehensive information upon request.

The Resident acknowledges and understands that, in order to ensure brevity and considering that certain benefits are governed by insurance policies with detailed descriptions and PVHC Policies that may undergo periodic changes, Exhibit A is intended solely as a summary of the provided benefits.

- b. PVHC will provide Residents with lab coats.

- c. As applicable, PVHC will make available a call room at PVHC. It is understood that PVHC does not provide Residents with living quarters.

7.6 **Professional Liability Insurance.** PVHC will ensure that professional liability insurance coverage is provided or arranged for the Resident, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. This coverage will be extended through PVHC insurance program and will apply to any claims arising from the Resident's acts or omissions during their participation in the Residency Training program at PVHC and at other designated facilities as assigned by the Program Director. It is important to note that activities performed by the Resident outside the scope of their participation in the Training Program (Moonlighting) will not be covered under this insurance policy. Such coverage may be done through the Federal Torts Claims Act in part or in total.

PVHC reserves the right to assume responsibility for the defense, settlement, and payment of any claims that may arise from the Resident's participation in the Training Program at PVHC. This includes claims related to activities conducted within the scope of the Resident's training and participation in the Training Program, even if such claims arise after the Resident has completed their training.

8. **Conditions of Employment.** The Parties agree that certain conditions and requirements, including those set by PVHC or the relevant department, must be met before the Resident assumes their duties at PVHC. These requirements must be fulfilled by the start date of the appointment term. Failure to meet these conditions may either result in the Agreement being voided, preventing the Resident appointment, or, with approval from the Program Director and Designated Institutional Official, may lead to a delay in the start date and commencement of salary and benefits. The Resident cannot commence work, receive pay, or benefits until they have obtained their Texas Physician-in-Training (PIT) permit or Texas medical license, which must be received by the Graduate Medical Education (GME) office. If it is later discovered that the Resident has not met the qualifications, such as completing their medical school education, PVHC will consider the Agreement null and void. In the event the Resident cannot meet the requirements for practicing medicine at affiliated partners or other participating institutions, this Agreement will also be voided.

8.1 **Licensure and Notifications to PVHC.** Resident shall secure and maintain in good standing the following licenses, registrations, and permits (collectively, "Licensure"):

- a. **Professional Licensure.** The Resident is required to possess a valid license to practice medicine in the State of Texas, which may include a temporary license, limited license, or a physician-in-training license (PIT) and paying the required fee set by the Texas Medical Board (TMB). Alternatively, the Resident must adhere to the relevant provisions of Texas law regarding licensure for residents that are in effect at any given time. This Agreement is **CONDITIONAL** upon the timely and successful completion of all requirements of the TMB to obtain a postgraduate PIT, or Texas medical license, where applicable. Resident will not be allowed to begin training without a PIT.

- a.1 The resident is responsible for fulfilling the Step 3 or COMLEX Level 3 requirement as specified in the GME Step/Level 3 Policy.
- a.2 The resident is required to fulfill the credentialing and pre-employment/placement requirements of PVHC and any affiliated partners, if applicable. If the resident is unable to meet the licensure/permit/credentialing requirements specified in this agreement within thirty (30) days from the commencement of their employment start date, it will result in the nullification of this agreement and an automatic withdrawal of the offer of appointment. This includes all elements of PVHC's conditions of employment, including but not limited to an Arbitration agreement, personnel manual, and provider by-laws.
- b. Other Licensure as applicable and appropriate, including without limitation, applicable work eligibility permit if Resident is not a United States citizen. Employment of Resident and/or performance of this Agreement by a Resident is conditional on such Resident providing proof of eligibility to work in the United States, and in the State of Texas under applicable laws.
- c. Resident's Notification to PVHC of Licensure Status. The Resident must notify the Residency Training Program Coordinator by the 15th of June preceding the start of the Term (referred to as the "Notification Due Date"), or earlier if possible, regarding the status of their obtained and valid Licensure and its good standing. If, by the Notification Due Date or at any point thereafter, the Resident has not secured or failed to maintain the required Licensure in good standing, or if the Resident becomes aware of their inability to secure or maintain such Licensure, they must promptly notify the Residency Training Program Coordinator in writing.

The Resident agrees to provide immediate written notification to the residency training program regarding any disciplinary action, including but not limited to suspension, revocation, limitation, or other restrictions, received or contemplated, for which the Resident has been notified by the Texas Medical Board or any other relevant authority. Additionally, the Resident is responsible for regularly updating the Residency Training Program Coordinator on the status of their Licensure.

Upon receiving such notification, PVHC reserves the right to either terminate this Agreement or suspend its obligations under this Agreement, pending the outcome of any disciplinary proceedings related to the Resident's Licensure. This action may be taken by PVHC if the Resident fails to secure or maintain the required Licensure in good standing to fulfill their duties under this Agreement from the Effective Date or at any time during the Term of this Agreement.

- 8.2 Immunizations. Resident agrees to comply with PVHC Policies relating to immunization and vaccination including without limitation, the policies for COVID, measles, mumps, rubella, Tdap, influenza, and submit to tuberculosis testing.

- 8.3 Drug/Alcohol Screening. Drug screens will be done in accordance with PVHC Policies.
- 8.4 Background Check. In accordance with PVHC GME Policies, Resident shall be required to undergo a criminal background check prior to Resident's employment start date. Satisfactory completion of the background check is necessary to ensure eligibility for clinical training.
- 8.5 Policies and Bylaws. The resident is expected to adhere to all policies and bylaws of PVHC, its affiliated partners, and GME, without limitation. These policies and procedures are subject to occasional amendments during the resident's appointment and will govern all aspects of employment not explicitly addressed in this Agreement. This includes provisions for accommodating residents with disabilities and addressing issues related to sexual harassment or any other forms of harassment.
- 8.6 Medical Records. The resident is responsible for promptly and efficiently completing all medical records for each patient they treat. They must also adhere to the confidentiality requirements mandated by federal, state, and local laws and regulations. The resident acknowledges that any failure to complete medical records within the specified timeframes outlined in the PVHC GME policies and procedures, as well as the policies of the participating institution, may lead to disciplinary measures, including potential dismissal from the training program.

9. **Term; Termination; Non-Renewal of Agreement.**

- 9.1 Term. The Term of this Agreement shall be for the academic year as stated in the first paragraph of this Agreement. If leave of absence is approved, any additional time taken beyond the allotted days provided by the Training Program's vacation time, sick leave, or other approved leave will be unpaid and will extend the duration of training at the Resident's current PG level.
- 9.2 Termination or Dismissal. If PVHC, with the Program Director's advice and consent, determines that Resident should be dismissed from the Training Program for cause or Res is no longer meets the conditions of employment to be a Resident participating in the Training Program such as, (a) the Resident has their Texas Medical License and or was Physician in-Training (PIT) permit suspended or placed on probation; (b) the Resident fails to maintain valid work authorization to work in the United States, either due to the loss of appropriate Visa status or other U.S. Department of Citizenship and Immigration Services work authorization, or their inability to demonstrate ECFMG certification or certification from other similar authoritative bodies; (c) the Resident is convicted of a crime. PVHC may initiate other disciplinary or adverse actions as outlined in the PVHC and GME Policies and Procedures or may terminate this Agreement immediately. The DIO has the ultimate authority to terminate this Agreement for cause. Such termination, once invoked for cause, is considered final and not subject to appeal.

This Agreement may be terminated at any time through the mutual agreement of both Parties. Additionally, it shall automatically come to an end in the event of the Resident's/Fellow's death or in the case of permanent impairment as determined by PVHC, which is believed to compromise or impact training, patient care, or safety.

In the event this Agreement terminates prior to the end of the Term of this Agreement, PVHC's only obligation shall be payment for any prorated compensation owed to Resident for hours previously worked.

- 9.3 **Non-Completion.** It is acknowledged that in the event the Resident departs from the Training Program before its completion, credit will only be granted for the satisfactory length and level of Residency Training completed at PVHC. Additionally, PVHC is obligated to report the Resident's departure from the Training Program to relevant agencies, including the Texas Medical Board.

10. **Evaluation, Dismissal, Reappointment, and Promotion.**

- 10.1 Each Resident's performance will be evaluated periodically, and the evaluations will be duly documented in the Resident's record. These evaluations will encompass an assessment of overall performance, including observation of patient care and medical record documentation. The evaluations will be conducted by but not limited to Training Program teaching staff, incorporating peer evaluations and utilizing other suitable methods that align with the specific specialty.

In the event of unsatisfactory performance by the Resident, counseling, corrective action, and appropriate measures will be implemented in accordance with GME Policies. These measures may include counseling sessions, the development of a performance improvement plan, and if necessary, the termination of this Agreement.

- 10.2 The appointment, reappointment, and promotion of the Resident to the next Post-Graduate Year (PGY) level will be determined based on the Resident's adherence to the terms of this Agreement, evaluation results, recommendations from the Clinical Competency Committee and Program Director, and compliance with the applicable policies of GME, which may be revised periodically.

- 10.3 The PVHC Policies that are relevant and subject to periodic amendments include the following: Graduate Medical Education, which covers aspects such as supervision, evaluation, promotion, dismissal, nonrenewal of contract, the appeal process, and general grievances.

11. **Grounds for Corrective Action and/or Dismissal of a Resident.** Grounds for corrective action and/or dismissal of Resident and termination of this Agreement include but are not limited to the following:

- 11.1 Failure to comply with PVHC and GME Policies, Bylaws, and Handbooks.
- 11.2 Failure to comply with the terms and conditions of this Agreement.
- 11.3 Any purposeful action that jeopardizes the life, safety, and/or welfare of a PVHC patient or other individuals or produces significant financial loss to PVHC.
- 11.4 Disclosure of confidential information of PVHC including failure to maintain the confidentiality, privacy and security of patient records and information as required by law, regulation, and PVHC Policies including policies and procedures relating to the use and disclosure of protected health information on PVHC patients.

- 11.5 Falsification of Resident's employment application, time and attendance reports, medical records, or other PVHC records.
- 11.6 Conduct which violates professional and/or ethical standards, disrupts the operations of the PVHC, its departments, clinics, or disregards the rights or welfare of patients, visitors, PVHC staff, or members of the medical staff.
- 11.7 Possession, manufacturing, dispensing, use or sale of illegal drugs.
- 11.8 Possession, dispensing, or use of alcoholic beverages on PVHC property.
- 11.9 Harassment of a PVHC or affiliated personnel, medical staff member, or patient (including physical, verbal, and/or sexual harassment).
- 11.10 Failure to maintain proper or professional decorum in the workplace.
- 11.11 Failure to comply with and adhere to mandatory training.
- 11.12 Failure to maintain licensure as required by law, regulations, and this Agreement.
- 11.13 Failure to promptly report and diligently identify any suspected instances of fraud relating to billing, administrative, or regulatory procedures. This obligation extends to various programs, including but not limited to Medicare, Medicaid, other governmental programs, private pay, and third-party reimbursement programs.
- 11.14 Engaging in illegal acts, whether on PVHC property or on the premises of affiliated partners, is strictly prohibited. Such actions may lead to criminal prosecution.
- 11.15 Not possessing a valid PIT (Physician-in-Training) or Texas Medical License.
- 11.16 Failure to maintain valid work authorization in the United States due to the loss of appropriate visa status or other U.S. Department of Citizenship and Immigration Services (CIS) work authorizations, or the inability to demonstrate ECFMG certification or certification from similar authoritative bodies, will result in consequences.
12. **Clinical and Educational Work Hours.** The Resident acknowledges and accepts that their work hours will change depending on the clinical area they are assigned to. Nonetheless, the Program Director, with the assistance of PVHC, will strive to create a healthy and supportive environment for the Resident, making reasonable attempts to ensure that the Resident's assigned duties align with the typical schedule expected for Residents in that particular service. PVHC will adhere to the relevant ACGME requirements and GME Policies.
13. **Adverse Accreditation; Notification of Training Program Changes:** PVHC will promptly notify the Resident of any unfavorable accreditation actions taken by the ACGME regarding the Training Program, as required. If PVHC initiates the process of closing the Training Program due to accreditation or other reasons, PVHC will make reasonable attempts to inform the Resident about such plans as early as possible. In the event of Training Program closure or the closure, sale, or transfer of PVHC, PVHC will make reasonable efforts to accommodate the Resident in a manner consistent with how other individuals in similar situations at PVHC are treated. If the Training Program closes, PVHC will ensure the proper handling of residency education records and notify the Resident's Licensing and specialty boards accordingly.

14. **Moonlighting.** If allowed by the Training Program, any Moonlighting activity must have prior written approval from the Program Director based on GME Policies. Any hours in Moonlighting will not be paid through this contract nor will they be covered by PVHC sponsored or authorized malpractice liability insurance. Any hours of Moonlighting must be reported to the Resident's Program Director.
15. **Board Eligibility and Leave of Absence.** The Program Director and Resident share the responsibility of complying with the Program requirements regarding the impact of leaves of absence on meeting the criteria for completing the Training Program and ensuring eligibility. Both the Program Director and Resident should review the eligibility requirements to ensure that the Resident is aware of the potential need to make up for lost time, which may extend the training period. If an extended leave of absence necessitates additional training to fulfill the requirements set by the Medical Board, the financial support for the extra training duration must be determined, and appropriate arrangements should be made for the leave and the additional training.
16. **Certificate of Completion.** Upon the Resident successful completion of all training requirements for certification and discharge, as determined by the Program Director, PVHC will provide a certificate of completion. Nonetheless, PVHC retains the prerogative to defer the issuance of the certificate of completion until the Resident has completed all relevant rules, regulations, personnel policies, settled any outstanding financial obligations, and fulfilled all responsibilities related to assigned medical records. Additionally, clearance from affiliated clinical sites is required.
17. **Board Examinations.** Eligibility for participation in specialty board examinations is contingent upon various factors that can differ among organizations. Any inquiries or concerns regarding such eligibility should be directed to the Resident's Program Director or the GME office. The duration of any vacation, sick leave, or other leave of absence must align with the successful fulfillment of training requirements. The extent of vacation, sick leave, or any other leave that may result in an extension of the training period (e.g., credit toward specialty board qualification) for the Resident is determined by the Program Director and the prerequisites of the ACGME and/or the relevant specialty board. Supplementary training may be necessary to ensure the successful fulfillment of program requirements, including the attainment of all board certification prerequisites. Programs are responsible for promptly informing the Resident about the impact of such leave(s) on their ability to meet the requirements for board eligibility.
18. **Compliance with Terms and Conditions:** The Resident commits to adhering to the stipulations outlined in this Agreement, which includes PVHC and GME Policies and Procedures. Additionally, the Resident acknowledges that they have been informed about the availability of the GME Policies and Procedures on the PVHC website. It is the Resident's responsibility to diligently review this website, consistently reference Policies throughout their training at PVHC, and uphold the PVHC and GME Policies and Procedures.
19. **Miscellaneous.**
 - 19.1 Applicable Law; Venue. The terms of this Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas, excluding its conflict of

laws principles, if and to the extent that such principles would apply the laws of another jurisdiction. Any legal proceedings arising from or related to this Agreement, including those for enforcement or interpretation, shall take place in El Paso County, Texas through arbitration.

- 19.2 **Waiver.** No waiver by Resident or PVHC of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or effect the exercise of any other right or remedy provided herein.
- 19.3 **Severability.** If any provision of this Agreement is deemed unenforceable for any reason, such unenforceability shall not impact the validity of the remaining provisions of this Agreement. The remaining provisions shall continue to be in full force and effect, and shall be enforceable in accordance with their terms.
- 19.4 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements. Any amendments to the Agreement must be in writing and executed by the parties hereto.
- 19.5 **Nondiscrimination.** PVHC agrees not to discriminate against any of its employees or applicants for employment because of age, race, color, gender, gender identity, religion, sexual orientation, disability, veteran status, marital status, genetic information, national origin, or any other characteristic protected by applicable laws.
- 19.6 **Harassment.** The resident acknowledges that PVHC has a zero-tolerance policy towards any form of harassment, including sexual harassment, directed towards residents at PVHC or any affiliated partners or participating institution. The resident further acknowledges and agrees to abide by the policies and procedures outlined in the PVHC and GME policies pertaining to sexual and other types of harassment.
- 19.7 **Release.** The Resident commits to providing PVHC GME with educational and training information by signing the "Authorization for Release of Educational Information" form, presented in a separate document.
- 19.8 **Amendment.** This Agreement may be modified exclusively through a written amendment endorsed by all involved Parties.
- 19.9 **Grievances:** Residents who have grievances regarding the Residency Training Program or PVHC are required to follow the procedures outlined in the GME Grievance Policy.
20. **Entire Agreement:** This Agreement encompasses the complete understanding between the Parties involved, and there are no additional agreements, representations, or warranties among the Parties, apart from those articulated herein. No oral statements or prior written documents, unless explicitly integrated herein, will have any validity or impact. This Agreement supersedes any prior agreements, whether oral or written, between the Parties.

21. **Signature Required:**This Agreement will be deemed legally binding once it is signed by all Parties. Nevertheless, the Resident/Fellow will not be entitled to receive any portion of their salary or other benefits until they have fulfilled all the requirements as delineated in this Agreement.

Having read and understood this entire Agreement and all exhibits hereto, and fully intending to be legally bound thereby, PVHC and Resident do hereby execute this Agreement.

PROJECT VIDA HEALTH CENTER

RESIDENT

Cynthia E. Garza M.D., Program Director/DIO

Date: _____

Date: _____

William Schlesinger, CEO

Date: _____

Internal Use Only:

PIT or TMB License Exp Date:

ACLS/CPR Exp Date:

SAMPLE

EXHIBIT A

GENERAL SUMMARY OF BENEFITS

1. PTO (“Paid Time Off”). Vacation:

PGY – 1 and PGY – 2, 15 working days; Defined as two weeks (Monday-Friday).

PGY – 3 and PGY – 4, 20 working days. Defined as three weeks (Monday-Friday).

PTO will be approved by the Program Director or their designee. PTO is available for any reason except for days off resulting from a work-related injury or illness or short-term or long-term disability, to which certain PVHC policies apply.

Examples of PTO include vacation, non-work-related illness, illness of a dependent, bereavement, maternity/paternity leave, holiday, and job/fellowship interviews. Unused PTO for each PGY level of training year will be forfeited, not rolled over nor paid out. It is understood that the Resident is not eligible for the PVHC staff PTO program and instead will be provided with PTO as provided above. Residents are not eligible for separation pay. Please note that time worked for PVHC is not considered eligible for state unemployment insurance.

2. Continuing Education. Time may be allowed for continuing education at an approved education program or seminar based on the authorization of the Program Director. (5 days).

3. Leave of Absence. Residents are entitled to all leaves of absences as allowed by this Agreement and PVHC Policies. Residents should be aware that all leaves within the duration of the Training Program may result in extension of the length of residency required to meet training requirements. Residents shall notify the Program Director, Program Coordinator, and Chief Resident, if applicable, as soon as possible to allow for as much lead time prior to the leave of absence as possible.

Per ACGME requirements, the residents are entitled to six (6) weeks of paid medical, parental, and caregiver leave. This leave can be taken for qualifying reasons consistent with applicable laws, and it starts from the day the resident is required to report to their program. The leave can be taken at any time during the resident's program and can be used as a continuous leave or divided into shorter periods, as long as the total does not exceed six weeks. This leave is only available once during the entirety of the resident's academic training.

During the paid medical, parental, or caregiver leave, residents will receive 100% of their salary. However, the resident must first use any available vacation and sick leave for the applicable academic year in excess of one week to fund the leave. One week of paid sick or vacation leave must be reserved for use outside of the six weeks of paid leave. This means that if a resident has more than one week of vacation or sick leave, they can use that to extend the paid leave period.

Health and disability insurance benefits for residents and their eligible dependents will continue on the same terms and conditions during the approved, paid medical, parental, or caregiver leave. This means that the insurance coverage will not be affected, and it will be provided as if the resident were not on leave.

After the initial six weeks of paid leave have been exhausted, any subsequent periods of medical, parental, or caregiver leave will be unpaid unless the resident has unused sick or vacation time available to apply to the leave. It's important to note that unused vacation leave does not carry over to the next academic year and is forfeited at the end of the academic training year.

4. Professional Liability Insurance. Residents will receive professional liability coverage of \$100,000-\$300,000. This insurance covers any activity which is part of the resident's training program. This may be covered in part or totally by Federal Torts Claims Act coverage.
5. Insurance. PVHC will provide a health insurance plan to the resident. Partner/spouse and/or dependent coverage under the health insurance is voluntary and at the expense of the resident. Dental, long-term disability, life and AD&D insurance and a vision program that is available to residents and eligible dependents. The medical, dental and vision coverage for Resident and dependents will begin on the first of the month coincident with or following the date of hire. *If medical, dental or vision coverage is needed before this date, the Resident may purchase short term coverage through PVHC.* Information regarding this insurance can be obtained from PVHC GME Office. The long-term disability insurance is effective on the first date of employment.

Residents may participate in the flexible spending account and make their own contributions to the medical and/or dependent care spending account. Residents must enroll in coverage within the prescribed time.
6. Plan 403(b). PVHC makes available a 403(b) plan. The Resident may defer up to the maximum amount allowed by law each year. Participation is voluntary.
7. Counseling Services. Counseling, medical, psychological and other support services are provided through PVHC EAP services. Access to the Headspace app is also available. Support services for Resident impairment, including support for substance abuse problems, is provided to the extent available under the above referenced medical insurance, sick leave, leave of absence, and trainee health and wellbeing benefits. The EAP can be accessed through locally contracted services (8 free sessions of individual or Family Counseling are provided through the EAP with referral from the program for long-term counseling services).
9. The trainee will receive 3 lab coats. Repair of any lost or damaged lab coat will be the responsibility of the resident.
10. The program, in collaboration with the sponsored institution, is responsible for providing a rest area that is safe, clean, quiet, and private for the residents. The rest area will be conveniently located in close proximity to ensure appropriate access for the residents while maintaining the safety of patient care.
11. Resident office area is equipped with computers and access to the internet.
12. Educational allowance: Up to \$150 per year for books or other educational resources.
13. Dues for American Psychiatry Association membership.
14. Cost of approved presentations at local, regional, national or international meetings.
15. Workers compensation coverage is provided by PVHC.

SAMPLE