THE UNIVERSITY OF TEXAS
Health Science Center at Tyler

2011

Graduate Medical Education
Resident/Fellow Handbook
# TABLE OF CONTENTS

I. GENERAL INFORMATION .................................................................................. 3
   A. General Information .................................................................................. 3
   B. Affiliated Hospitals ................................................................................... 3
   C. Level of Training ....................................................................................... 3

II. CONDITIONS OF APPOINTMENT .................................................................. 3
   A. Parties to the Agreement and Their Responsibilities ................................. 3
   B. Appointment Agreement ........................................................................... 4
   C. Appointment and Reappointment .............................................................. 4
   D. Content of Programs .................................................................................. 5
   E. Stipends ..................................................................................................... 5
   F. Quality Assurance ...................................................................................... 6
   G. Medical Records ....................................................................................... 6
   H. Other Benefits and Services ...................................................................... 6
      Vacation ....................................................................................................... 6
      Uniforms ..................................................................................................... 6
      Group Insurance ........................................................................................ 7
      Professional Memberships ........................................................................ 8
      Educational Meetings ................................................................................. 8
      Paid Sick Leave .......................................................................................... 8
      Leave of Absence (LOA), Including Leave Without Pay (LWOP) ............ 9
      Work-Related Injury or Disability .............................................................. 9
      Professional Liability Insurance ............................................................... 9
      Retirement Plan ......................................................................................... 10
      Employee Assistance Program ................................................................ 10
      Resident/Fellow Mental Health Consultation Service ......................... 10
      Meals ......................................................................................................... 10
      Living Quarters .......................................................................................... 10
      Expense allowances .................................................................................. 10

I. Moonlighting .................................................................................................. 10
J. Professional Fees ........................................................................................... 11
K. Licensure ....................................................................................................... 11
L. Evaluation and Advancement ..................................................................... 12
M. Grievances .................................................................................................. 12
N. Resident/Fellow Physician Impairment ....................................................... 13
O. Complaints of Sexual Harassment or Unlawful Discrimination ............ 13
P. Corrective Action ........................................................................................ 13
Q. Conditions of Separation ......................................................................... 15
R. Program Closure/Reduction ...................................................................... 16
S. Resident/Fellow Duty Hours and the Working Environment ............... 16
T. Resident/Fellow Physician Impairment Policy ....................................... 21
I. GENERAL INFORMATION

A. General Information

Resident/Fellow Physicians pursuing their post-M.D. graduate training at The University of Texas Health Science Center at Tyler, ("the Residency Training Program" or "Programs") are appointed by The University of Texas Health Science Center at Tyler.

The Graduate Medical Education Committee ("GMEC") 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 GMEC reports to the Physician-in-Chief who reports to the President. The President reports to the Vice-Chancellor for Health Affairs of the University of Texas System.

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

Graduate Medical Education Office
11937 US Highway 271
Tyler, TX, 75708
Phone: 903/877-7250
Fax: 903/877-5902

B. Affiliated Hospitals

Hospitals affiliated with The University of Texas Health Science Center at Tyler ("UTHSCT") for the purpose of the Residency Training Programs are: Trinity Mother Frances Hospital and East Texas Medical Center. Other hospitals may either affiliate with or leave the Program after the Agreement is signed.

C. Level of Training

Level of training in the Program is designated as PGY-1 through PGY-3 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/Fellow Physician is assigned will be determined by the Program Director and Department Chair in accordance with the 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/Fellow Physician) and UTHSCT.
1. The Resident/Fellow 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 Tyler as set out in its Handbook of Operating Procedures (web-site: http://sharepoint/sites/utpolicy/Handbook%20of%20Operating%20Procedures/Forms/AllItems.aspx) and the 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/Fellow Handbook (Handbook).

2. UTHSCT agrees to perform a series of administrative and educational functions for the benefit of both the Resident/Fellow Physician and the Program. These functions include:

- issuance of paychecks;
- provision of personnel services;
- provision of an office and personnel for the administration of the Program;
- maintenance of records;
- procurement and administration of the fringe benefits outlined in the Handbook;
- provision of mechanisms for effective coordination of the Program among the hospitals.

B. Appointment Agreement

The Agreement is signed by the Resident/Fellow Physician and the Program Director, on behalf of UTHSCT.

C. Appointment and Reappointment

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

This Agreement will extend for a period not to exceed twelve (12) months.

Reappointments to the Program may be issued annually at the discretion of the UTHSCT Departmental Chairperson and Program Director. The decision to reappoint will be based on performance evaluations and an assessment of the Resident/Fellow Physician’s readiness to advance. In instances where a Resident/Fellow’s appointment is not renewed, the Program Director will provide the Resident/Fellow with a written notice of intent not to reappoint no later than four months prior to the end of the Resident/Fellow’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/Fellow will be provided with as much written notice of the action as possible. At a Resident/Fellow’s request, a Program Director’s decision to non-reappoint may be reviewed pursuant to II.P.1 of this handbook.

Resident/Fellow Physicians are not required to enter into a non-compete or other restrictive covenant agreement with UTHSCT 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/Fellow 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/Fellow 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/Fellow Physician by UTHSCT or affiliated and cooperating institutions; and, provision of didactic experiences to supplement practical clinical experiences. The Resident/Fellow 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/Fellow 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/Fellow 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/Fellow 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/Fellow Physician will be a major priority of the Program Director.

The teaching staff will supervise the Resident/Fellow 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/Fellow Physician will be determined by the Program Director and/or teaching staff.

Resident/Fellow Physician Duty Hours will be governed by formal written policies of the Institution and of each program that foster Resident/Fellow 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/Fellow rotates. Compliance with these policies is a responsibility shared by the Program Director, Faculty, and Resident/Fellow Physicians.

E. Stipends

Stipends will be paid to the Resident/Fellow Physician by UTHSCT. UTHSCT 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/Fellow Physician. Attainment of each additional level of training will merit an increase in the stipend. All Resident/Fellow Physicians at any given level of training will be paid at comparable rates. There will be no differential from specialty field to specialty field.

F. Quality Assurance

The Resident/Fellow Physician will be informed of the various hospitals' organizations for and methods of providing quality assurance. The Resident/Fellow Physician should participate in the quality assurance activities of the clinical services to which he or she is assigned. [http://sharepoint/sites/utpolicy/Handbook%20of%20Operating%20Procedures/09%20-%20Section%2020--Medical%20Staff/09_45%20Medical%20Staff%20Guidelines%20-%20Medical%20Resident/Fellows.htm](http://sharepoint/sites/utpolicy/Handbook%20of%20Operating%20Procedures/09%20-%20Section%20%20--Medical%20Staff/09_45%20Medical%20Staff%20Guidelines%20-%20Medical%20Resident/Fellows.htm)

G. Medical Records

The Resident/Fellow 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/Fellow 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. Other Benefits and Services

The benefit program outlined below applies to all eligible Resident/Fellow Physicians. The benefits listed in this Paragraph H are administered through UTHSCT.

**Vacation**

- Resident/Fellow Physicians classified as PGY-1 are permitted the equivalent of 10 days of vacation each year.

- Resident/Fellow Physicians classified as PGY-2 and above are permitted the equivalent of 15 days of vacation each year. One year fellows are given 10 days vacation

- The Resident/Fellow Physician must coordinate vacation scheduling with the respective Program, as well as with other Resident/Fellow Physicians in the department to ensure adequate coverage. It is the responsibility of the other Resident/Fellow Physicians of the Program to cover for one another during a Resident/Fellow Physician’s absence. No more than two (2) consecutive week’s vacation may be taken without permission of the Program Director.

- A Resident/Fellow Physician is not eligible to accumulate annual vacation. A Resident/Fellow Physician leaving the Program will not be compensated for unused vacation.

**Uniforms**

- Four (4) three-quarter length coats and two (2) sets of monogrammed scrubs are supplied to each Family Medicine Resident/Fellow Physician in his or her first year. Occupational Medicine Resident/Fellow will receive two (2) coats only in his or her first year. Additionally, each Resident/Fellow Physician is furnished an
Group Insurance

- **Health Insurance** is provided to the Resident/Fellow Physician at 100% no cost for the Resident/Fellow Physician and 50% of the premiums for eligible dependents are provided by UT and the State of Texas through Premium Sharing. The Resident/Fellow Physician receives the other 50% of the premium cost for his/her eligible dependents from designated local funds for the Residency Program.

There is a 90-120 day waiting period before medical insurance will become effective for Resident/Fellow Physician and dependents. However, enrollment to elect coverage for any eligible dependents and/or elect Optional Coverage must be done within 31 days of hire or family status changes.

Resident/Fellows will be provided a **Short Term Temporary Health Insurance** paid out of MSRDP to cover the 90-120 day waiting period for Family Medicine and Occupational Medicine Resident/Fellows only.

The Resident/Fellow may opt for a leave of absence (LOA) after all paid leave has been exhausted and/or leave without pay (LWOP). When LOA is requested for a medical reason (including pregnancy), the eligible Resident/Fellow Physician must exhaust all accumulated paid sick leave and accumulated vacation prior to beginning any LOA.

- **Dental Insurance** is provided as an Optional Coverage for the Resident/Fellow Physician and dependents. However, the Resident/Fellow Physician ONLY will have his/her premiums paid at 100% from designated funds for the Residency Program. Dependent coverage is not paid, but is available at group rates.

- **Vision Insurance** is available to Resident/Fellow Physician and eligible dependents at group rates.

- **Life Insurance** in the amount of $10,000 is provided at no cost to the Resident/Fellow Physician when the medical insurance becomes effective. Additional Optional Voluntary Group Term Life Insurance can be elected for Resident/Fellow Physician at group rates. Spouse and dependent children may be covered for $10,000 each and additional spouse coverage can be requested for $15,000 or $40,000 with approval at group rates.

- **Accidental Death and Dismemberment (AD&D) Insurance** in the amount of $10,000 is provided at no cost to the Resident/Fellow Physician when the medical insurance becomes effective. Additional Accidental Death and Dismemberment Insurance can be elected for Resident/Fellow Physician and dependents at group rates. Spouse can be covered for up to 50% of Resident/Fellow Physician’s coverage and dependent children may be covered for $10,000 each at group rates.

- **Short Term Disability Insurance and Long Term Disability Insurance** is provided to the Resident/Fellow Physician at group rates. Weekly short term disability benefits would start after a thirty (30) day waiting period during a disability for a continuous period. Monthly long term disability benefits will not begin until a ninety (90) day waiting period has been satisfied. Dependent
coverage is not available.

- **Long Term Care Insurance** is available to the Resident/Fellow Physician, spouse, adult children (25 years or older), parents, grandparents, and in-laws at group rates.

- **Flexible Spending Accounts (FSAs)** are available to provide a tax-advantages way to pay certain out-of-pocket health care and work-related day care expenses with pre-tax dollars before you file your tax return by not having to pay Federal income tax or Social Security taxes on the money budgeted in the plan year that will be used for these types of expenses.

A Resident/Fellow Physician can set aside money on a pre-tax basis in the UT FLEX Medical Expense Reimbursement Account to pay for qualifying out-of-pocket medical, dental, vision or hearing expenses that are not covered under existing insurance plans. Additionally, the Day Care Reimbursement Account could be set up on a pre-tax basis to pay for qualifying work-related child or adult day care expenses incurred during the plan year. One or both FSA’s could be used by budgeting as little as $15 per month or up to a maximum of $416 per month for a play year of 12 months commencing September 1 of each year and ending August 31 of the following year. Once a Resident/Fellow Physician or an eligible family member incurs an eligible medical or dependent day care expense, the Resident/Fellow Physician may request tax-free withdrawals from the account for reimbursement or use a UT FLEX Debit Card to pay for certain healthcare expenses. The UT FLEX account is a “use it or lose it”, so careful estimation of expected expenses for the plan year is advisable.

UT will automatically use the UT FLEX Premium Redirection Plan to reduce salary by the amount of premium the Resident/Fellow Physician has elected to pay and UT contributes for group insurance premiums for which Resident/Fellow Physician is enrolled and qualified pursuant to the Internal Revenue Code.

**Professional Memberships**

A Resident/Fellow Physician will automatically be enrolled as a member of the Smith County Medical Society and the Texas Medical Association. Annual dues for these organizations are paid on behalf of the Resident/Fellow from the MSRDP Fund.

**Educational Meetings**

A Program Director must authorize a Resident/Fellow Physician to take a leave of absence to attend an educational meeting. Such leave is limited to one (1) week each year and will not be considered part of the Resident/Fellow Physician’s vacation. Attending local, state or national specialty meetings would constitute appropriate use of this leave.

**Paid Sick Leave**

Resident/Fellow Physicians classified as PGY-1 are permitted the equivalent of 10 days of paid sick leave each year.

Resident/Fellow Physicians classified at PGY-2 and above are permitted the equivalent of 15 days of paid sick leave each year. One year fellows are given 8 days.
Paid sick leave does not carry forward from year to year, and will not be compensated upon separation.

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).

**Leave of Absence (LOA), Including Leave Without Pay (LWOP)**

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/Fellow Physician may seek reappointment to the Program at a later date.

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 to Residents/Fellows. Family and medical leave may be granted 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/Fellow; or
- Serious health condition of Resident/Fellow (unable to perform the functions of his or her position).

The duration of LOA must be consistent with satisfactory completion of training (credit toward specialty board qualification), which will be determined by each department in consultation with the GME office.

A Resident/Fellow Physician may continue both his or her personal insurance coverage and dependent insurance coverage 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/Fellow’s portion of the premium when the LOA qualifies under the Family Medical Leave Act.

**Work-Related Injury or Disability**

Injury or disability incurred by a Resident/Fellow 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.

**Professional Liability Insurance**

Professional liability insurance (PLI) for the Resident/Fellow Physician is provided through The University of Texas System Professional Liability Self-Insurance Program at no cost to the Resident/Fellow Physician.

The Resident/Fellow 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/Fellow Physician is assigned through the Program. Current limits of coverage are $100,000/$300,000. A Resident/Fellow
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/Fellow Physician is seeking specialty board certification. There must be documentation in the department office of the elective agreement.

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

**Retirement Plan**

Resident/Fellow Physicians with UT Health Science Center at Tyler are eligible for membership in the Teacher Retirement System of Texas (TRS), which begins on their first day of employment. Current required payroll deductions are 6.4% of creditable compensation on a pre-tax basis and forwarded directly to TRS each month. Resident/Fellow Physicians can elect to participate in Tax Sheltered Annuities in addition to TRS contributions.

**Employee Assistance Program**

Residents/Fellows are eligible to use the Employee Assistance Program (EAP).

The Employee Assistance Program offers services to help Residents/Fellows resolve problems in their personal lives that may affect performance in their Programs. Refer to: (903) 581-6300 or (800) 477-8622.

**Resident/Fellow Mental Health Consultation Service**

A Resident/Fellow Mental Health Service is offered through the UT Select Mental Health Care and Chemical Dependency Program. Refer to: [www.bcbstx.com/ut](http://www.bcbstx.com/ut) or call (800) 528-7264.

**Meals**

UTHSCT ensures that Residents/Fellows on duty have access to adequate and appropriate food services 24 hours a day at all institutions used in the Residents/Fellows’ programs. This includes a complimentary lunch with daily noon conferences and meals when on-call.

**Living Quarters**

UTHSCT ensures that Residents/Fellows on call are provided with adequate and appropriate sleeping quarters.

**Expense allowances**

The expense allowances as stipulated in the specific residency programs’ policies and procedures are reviewed by the Graduate Medical Education Committee to ensure that the necessary resources are available to support the Resident/Fellow in completing the residency program.

I. **Moonlighting**

Resident/Fellows 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/Fellow Physician who holds a medical license from the Texas Medical Board. An institutional permit does not entitle the Resident/Fellow 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/Fellow Physician for any liabilities incurred in such professional activity.

All moonlighting activities require a prospective written statement of permission from the Program Director, for inclusion in the Resident’s/Fellow’s file. The Program may initiate corrective action in the event outside professional activity interferes with the ability of the Resident/Fellow Physician to fulfill satisfactorily the obligations of the Program. Resident/Fellow Physicians’ performance will be monitored for the effect of these activities on performance and adverse effects may lead to withdrawal of permission.

**J. Professional Fees**

As a condition of acceptance to the Program, the Resident/Fellow 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 (PIT) Permits

   A Physician-in-Training permit must be granted to UTHSCT by the Texas Medical Board on behalf of 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/Fellow Physician Appointment Agreement, UTHSCT will seek a Physician-in-Training permit on behalf of each Resident/Fellow Physician who has never had an unrestricted license to practice medicine in Texas. The permit may be renewed on an annual basis for the duration of the Program.

   A Physician-in-Training permit does not entitle the Resident/Fellow Physician to assume professional activities outside of the Residency Program (moonlighting).

2. Permanent Texas Medical License

   A Resident/Fellow Physician who obtains a permanent medical license from the Texas Medical Board during his or her training is required to furnish the GME office at UTHSCT a copy of the permit issued annually when the license is renewed. It is the Resident/Fellow Physician’s responsibility to maintain a current medical license at all times.

   A Resident/Fellow Physician who has not renewed his or her license as necessary will be dropped from PLI on the license expiration date. Consequently, a
Resident/Fellow Physician will be removed from clinical duties (on LWOP) until the Texas Medical Board reinstates the license. The fees associated with permit applications, renewals and changes are the responsibility of the Residency program.

L. Evaluation and Advancement

A Resident/Fellow 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/Fellow 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/Fellow Physician in a timely manner. The evaluations and the Resident/Fellow Physician’s responses to the evaluations, if any, will be maintained in the Program or department office and will be accessible to the Resident/Fellow Physician for review.

It is the duty of the Program Director to establish a mechanism for evaluating the performance of the Resident/Fellow Physician, including written progress reports to the Resident/Fellow Physician. If a Resident/Fellow 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/Fellow Physician to follow up with any questions that he or she may have regarding an evaluation.

M. Grievances

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

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.

If a Resident/Fellow Physician has a grievance, he or she should first attempt to resolve it by consulting with (1) the Chief Resident/Fellow; (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/Fellow Physician should then present the grievance in written form to the GMEC through the Medical Education office.

A grievance subcommittee of the GMEC appointed by the GMEC chairperson will be assigned to review the grievance. The Resident/Fellow 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/Fellow Physician, a decision will be communicated in writing to the Resident/Fellow Physician and other appropriate, involved persons.
N. Resident/Fellow Physician Impairment

The institutional policy regarding substance abuse among Resident/Fellow Physicians recognizes the importance of prevention through education, recognition of the impaired Resident/Fellow Physician, and the counseling and rehabilitation of the impaired Resident/Fellow Physician. Impaired Resident/Fellow Physicians and related allegations will be handled in accordance with the GME Committee’s Resident/Fellow Impairment Policy (web site http://sharepoint/sites/utpolicy/Handbook%20of%20Operating%20Procedures/07%20-%20Education%20and%20Student%20Related/07_09%20Resident%20Physician%20Impairment%20Policy.htm).

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 of UTHSCT as set out in its Handbook of Operating Procedures. (web site: http://sharepoint/sites/utpolicy/Handbook%20of%20Operating%20Procedures/09%20-%20Section%2009--Medical%20Staff/09_43%20Sexual%20Harassment.htm)

P. Corrective Action

1. Academic

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

If the Program Director has notified the Resident/Fellow Physician about his or her unsatisfactory performance, offered advice and guidance and, if appropriate, corrective action and the Resident/Fellow 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 action. Corrective action may include, but is not limited to: remedial assignments, probation (formal or informal), suspension, non-reappointment to, or dismissal from the Program.

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

The GMEC, or a subcommittee of the GMEC, is available to the Resident/Fellow Physician to review those instances of non-reappointment, suspension or dismissal in which the Resident/Fellow Physician believes that this academic corrective action was levied against him or her without the requisite notice and guidance of the Program Director. The review by the GMEC or a subcommittee of the GMEC is restricted solely to the determination of whether the requisite notice and guidance
was received by the Resident/Fellow Physician. The Resident/Fellow Physician must make a request for a review by the GMEC within fourteen (14) days of the date the academic corrective action in question is levied against the Resident/Fellow Physician.

2. Other/Additional Corrective Actions

In the event allegations of scholastic dishonesty, theft, or allegations of conduct that is prohibited by UTHSCT, The University of Texas System, or by federal, state, or local law, are levied against a Resident/Fellow Physician, UTHSCT may seek to terminate the appointment of the Resident/Fellow Physician prior to the end of the appointment term. In any event in which it is determined that a Resident/Fellow Physician constitutes a threat to patient safety, the Resident/Fellow Physician may be immediately suspended or reassigned pending an inquiry by the Program Director. If allegations are levied against the Resident/Fellow Physician that may be subject to such action, the Program Director will conduct an investigation into the allegations. If the investigation reveals that the allegations appear to be substantiated, notice of the allegations will be sent to the Resident/Fellow Physician via certified mail with a copy to the GME office.

If the Resident/Fellow 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/Fellow Physician disputes the allegations, or if the Resident/Fellow Physician admits the allegations but contests the penalty assessed, he or she may request a hearing before an Arbitration Committee appointed by the Faculty Senate.

The Arbitration Committee will consist of three (3) members, one of whom will be a Resident/Fellow Physician member from a Residency Training Program. The Arbitration Committee will select its presiding chairperson. The Resident/Fellow 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/Fellow Physician at the address appearing in the Program records.

Upon a hearing of the allegations, the UTHSCT 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 (UTHSCT and the Resident/Fellow Physician) are afforded the following minimal rights:

a. 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.

b. Each party will have the right to appear and present evidence in person. The Resident/Fellow Physician may have legal counsel present outside of the hearing room; however, no attorneys will actually appear as an advocate for either party.

c. Each party will have the right to cross-examine witnesses.
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/Fellow 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 Physician-in-Chief. 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 Physician-in-Chief within fourteen (14) days after notice of appeal is given and the transcript, if any, is available. Both parties, at the discretion of the Physician-in-Chief, may present oral argument. The Physician-in-Chief 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 Physician-in-Chief shall be communicated in writing to the Resident/Fellow Physician and Program Director no more than thirty (30) days after the appeal and related documents have been received. The decision of the Physician-in-Chief is the final appellate review.

Q. Conditions of Separation

1. Resignation

A Resident/Fellow Physician may resign from a Program with thirty (30) days written notice of his or her intent to resign. The Resident/Fellow 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/Fellow 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 cause as described in section II.P.2. and/or whenever the Program Director determines that the Resident/Fellow Physician constitutes a threat to patient safety in accordance with sections II.P.1. or II.P.2. A Resident/Fellow Physician so terminated
will continue to be compensated until the end of the appointment term, or for 3 months from date of termination or until all appeals are exhausted and a final decision is rendered, whichever comes first.

**R. Program Closure/Reduction**

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

**S. Resident/Fellow Duty Hours and the Working Environment**

1. **Professionalism, Personal Responsibility, and Patient Safety**
   
a. Programs and sponsoring institutions must educate Residents/Fellows and faculty members concerning the professional responsibilities of physicians to appear for duty appropriately rested and fit to provide the services required by their patients.

b. The program must be committed to and responsible for promoting patient safety and resident/fellow well-being in a supportive educational environment.

c. The program director must ensure that Residents/Fellows are integrated and actively participate in interdisciplinary clinical quality improvement and patient safety programs.

d. The learning objectives of the program must:
   
i. be accomplished through an appropriate blend of supervised patient care responsibilities, clinical teaching, and didactic educational events; and,
   
ii. not be compromised by excessive reliance on Residents/Fellows to fulfill non-physician service obligations.
   
iii. The program director and institution must ensure a culture of professionalism that supports patient safety and personal responsibility.

2. Residents/Fellows and faculty members must demonstrate an understanding and acceptance of their personal role in the following:
   
i. assurance of the safety and welfare of patients entrusted to their care;
   
ii. provision of patient- and family-centered care;
   
iii. assurance of their fitness for duty;
   
iv. management of their time before, during, and after clinical assignments;
   
v. recognition of impairment, including illness and fatigue, in themselves and in their peers;
   
vi. attention to lifelong learning;
   
vii. the monitoring of their patient care performance improvement indicators; and,
   
viii. honest and accurate reporting of duty hours, patient outcomes, and clinical experience data.

f. **All** Residents/Fellows and faculty members must demonstrate responsiveness to patient needs that supersedes self-interest. Physicians must recognize that under certain circumstances, the best interests of the
patient may be served by transitioning that patient’s care to another qualified and rested provider.

2. Transitions of Care
   a. Programs must design clinical assignments to minimize the number of transitions in patient care.
   b. Sponsoring institutions and programs must ensure and monitor effective, structured hand-over processes to facilitate both continuity of care and patient safety.
   c. Programs must ensure that Residents/Fellows are competent in communicating with team members in the hand-over process.
   d. The sponsoring institution must ensure the availability of schedules that inform all members of the health care team of attending physicians and Residents/Fellows currently responsible for each patient’s care.

3. Alertness Management/Fatigue Mitigation
   a. The program must:
      i. educate all faculty members and Residents/Fellows to recognize the signs of fatigue and sleep deprivation;
      ii. educate all faculty members and Residents/Fellows in alertness management and fatigue mitigation processes; and,
      iii. adopt fatigue mitigation processes to manage the potential negative effects of fatigue on patient care and learning, such as naps or back-up call schedules.
   b. Each program must have a process to ensure continuity of patient care in the event that a resident/fellow may be unable to perform his/her patient care duties.
   c. The sponsoring institution must provide adequate sleep facilities and/or safe transportation options for Residents/Fellows who may be too fatigued to safely return home.

4. Supervision of Residents/Fellows
   a. In the clinical learning environment, each patient must have an identifiable, appropriately-credentialed and privileged attending physician (or licensed independent practitioner as approved by each Review Committee) who is ultimately responsible for that patient’s care.
      i. This information should be available to Residents/Fellows, faculty members, and patients.
      ii. Residents/Fellows and faculty members should inform patients of their respective roles in each patient’s care.
   b. The program must demonstrate that the appropriate level of supervision is in place for all Residents/Fellows who care for patients.

Supervision may be exercised through a variety of methods. Some activities require the physical presence of the supervising faculty member.

For many aspects of patient care, the supervising physician may be a more advanced resident or fellow. Other portions of care provided by the
resident/fellow can be adequately supervised by the immediate availability of the supervising faculty member or resident physician, either in the institution, or by means of telephonic and/or electronic modalities. In some circumstances, supervision may include post-hoc review of resident-delivered care with feedback as to the appropriateness of that care.

5. Levels of Supervision

To ensure oversight of resident supervision and graded authority and responsibility, the program must use the following classification of supervision:

a. Direct Supervision – the supervising physician is physically present with the resident and patient.

b. Indirect Supervision:
   i. with direct supervision immediately available – the supervising physician is physically within the hospital or other site of patient care, and is immediately available to provide Direct Supervision.
   ii. with direct supervision available – the supervising physician is not physically present within the hospital or other site of patient care, but is immediately available by means of telephonic and/or electronic modalities, and is available to provide Direct Supervision.

c. Oversight – The supervising physician is available to provide review of procedures/encounters with feedback provided after care is delivered.

d. The privilege of progressive authority and responsibility, conditional independence, and a supervisory role in patient care delegated to each resident must be assigned by the program director and faculty members.
   i. The program director must evaluate each resident’s abilities based on specific criteria. When available, evaluation should be guided by specific national standards-based criteria.
   ii. Faculty members functioning as supervising physicians should delegate portions of care to Residents/Fellows, based on the needs of the patient and the skills of the Residents/Fellows.
   iii. Senior Residents/Fellows or fellows should serve in a supervisory role of junior Residents/Fellows in recognition of their progress toward independence, based on the needs of each patient and the skills of the individual resident or fellow.

6. Programs must set guidelines for circumstances and events in which Residents/Fellows must communicate with appropriate supervising faculty members, such as the transfer of a patient to an intensive care unit, or end-of-life decisions.

a. Each resident/fellow must know the limits of his/her scope of authority, and the circumstances under which he/she is permitted to act with conditional independence.
   i. In particular, PGY-1 Residents/Fellows should be supervised either directly or indirectly with direct supervision immediately available. [Each Review Committee will describe the achieved competencies under which PGY-1 Residents/Fellows progress to be supervised indirectly, with direct supervision available.]

b. Faculty supervision assignments should be of sufficient duration to assess the knowledge and skills of each resident and delegate to him/her the appropriate level of patient care authority and responsibility.
7. Clinical Responsibilities

The clinical responsibilities for each resident must be based on PGY-level, patient safety, resident education, severity and complexity of patient illness/condition and available support services. [Optimal clinical workload will be further specified by each Review Committee.]

8. Teamwork

Residents/Fellows must care for patients in an environment that maximizes effective communication. This must include the opportunity to work as a member of effective interprofessional teams that are appropriate to the delivery of care in the specialty. [Each Review Committee will define the elements that must be present in each specialty.]

9. Resident Duty Hours

a. Maximum Hours of Work per Week
   Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities and all moonlighting.

b. Duty Hour Exceptions
   A Review Committee may grant exceptions for up to 10% or a maximum of 88 hours to individual programs based on a sound educational rationale.
   i. In preparing a request for an exception the program director must follow the duty hour exception policy from the ACGME Manual on Policies and Procedures.
   ii. Prior to submitting the request to the Review Committee, the program director must obtain approval of the institution’s GMEC and DIO.

c. Moonlighting
   i. Moonlighting must not interfere with the ability of the resident to achieve the goals and objectives of the educational program.
   ii. Time spent by Residents/Fellows in Internal and External Moonlighting (as defined in the ACGME Glossary of Terms) must be counted towards the 80-hour Maximum Weekly Hour Limit.
   iii. PGY-1 Residents/Fellows are not permitted to moonlight.

d. Mandatory Time Free of Duty
   i. Residents/Fellows must be scheduled for a minimum of one day free of duty every week (when averaged over four weeks). At-home call cannot be assigned on these free days.

e. Maximum Duty Period Length
   i. Duty periods of PGY-1 Residents/Fellows must not exceed 16 hours in duration.
   ii. Duty periods of PGY-2 Residents/Fellows and above may be scheduled to a maximum of 24 hours of continuous duty in the hospital.
   iii. Programs must encourage Residents/Fellows to use alertness management strategies in the context of patient care responsibilities. Strategic napping, especially after 16 hours of continuous duty and between the hours of 10:00 p.m. and 8:00 a.m., is strongly suggested.
      1. It is essential for patient safety and resident education that effective transitions in care occur. Residents/Fellows may be allowed to remain on-site in order to accomplish these tasks;
however, this period of time must be no longer than an additional four hours.

2. Residents/Fellows must not be assigned additional clinical responsibilities after 24 hours of continuous in-house duty.

3. In unusual circumstances, Residents/Fellows, on their own initiative, may remain beyond their scheduled period of duty to continue to provide care to a single patient. Justifications for such extensions of duty are limited to reasons of required continuity for a severely ill or unstable patient, academic importance of the events transpiring, or humanistic attention to the needs of a patient or family.
   a. Under those circumstances, the resident must:
      i. appropriately hand over the care of all other patients to the team responsible for their continuing care; and,
      ii. document the reasons for remaining to care for the patient in question and submit that documentation in every circumstance to the program director.
   b. The program director must review each submission of additional service, and track both individual resident and program-wide episodes of additional duty.

10. Minimum Time Off between Scheduled Duty Periods
   a. PGY-1 Residents/Fellows should have 10 hours, and must have eight hours, free of duty between scheduled duty periods.
   b. Intermediate-level Residents/Fellows [as defined by the Review Committee] should have 10 hours free of duty, and must have eight hours between scheduled duty periods. They must have at least 14 hours free of duty after 24 hours of in-house duty.
   c. Residents/Fellows in the final years of education [as defined by the Review Committee] must be prepared to enter the unsupervised practice of medicine and care for patients over irregular or extended periods.
      i. This preparation must occur within the context of the 80-hour, maximum duty period length, and one-day-off-in-seven standards. While it is desirable that Residents/Fellows in their final years of education have eight hours free of duty between scheduled duty periods, there may be circumstances [as defined by the Review Committee] when these Residents/Fellows must stay on duty to care for their patients or return to the hospital with fewer than eight hours free of duty.
         1. Circumstances of return-to-hospital activities with fewer than eight hours away from the hospital by Residents/Fellows in their final years of education must be monitored by the program director.

11. Maximum Frequency of In-House Night Float

   Residents/Fellows must not be scheduled for more than six consecutive nights of night float.
   [The maximum number of consecutive weeks of night float, and maximum number of months of night float per year may be further specified by the Review Committee.]

12. Maximum In-House On-Call Frequency
PGY-2 Residents/Fellows and above must be scheduled for in-house call no more frequently than every-third-night (when averaged over a four-week period).

13. At-Home Call

a. Time spent in the hospital by Residents/Fellows on at-home call must count towards the 80-hour maximum weekly hour limit. The frequency of at-home call is not subject to the every-third-night limitation, but must satisfy the requirement for one-day-in-seven free of duty, when averaged over four weeks.
   i. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident.

b. Residents/Fellows are permitted to return to the hospital while on at-home call to care for new or established patients. Each episode of this type of care, while it must be included in the 80-hour weekly maximum, will not initiate a new “off-duty period”.

14. 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/Fellow to achieve the goals and objectives of the educational program.

b. The program director must comply with the UTHSCT’s written policies and procedures regarding moonlighting, in compliance with the Institutional Requirements III. D.1.k.

c. Moonlighting that occurs within the residency program and/or the UTHSCT 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.

15. Oversight

a. Each program must have written policies and procedures consistent with the Institutional and Program Requirements for Resident/Fellow duty hours and the working environment. These policies must be distributed to the Resident/Fellows 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/Fellow fatigue sufficient to jeopardize patient care.

15. 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. However, prior permission of the institution’s GMEC is required.

T. Resident/Fellow Physician Impairment Policy

a. Statement of Policy Overview
The University of Texas Health Science Center at Tyler (UTHSCT) is committed to maintaining a drug free environment for Resident/Fellow Physicians. The primary goal related to substance abuse in the Resident/Fellow Physician community is prevention. UTHSCT recognizes that substance abuse is a treatable medical condition, and as an institution dedicated to health, facilitates the treatment and rehabilitation of this condition for both patients and healthcare providers.

Although UTHSCT is concerned with helping Resident/Fellow Physicians who have substance abuse or dependency problems, in cases in which a Resident/Fellow Physician endangers or causes harm to him/herself or others, the Resident/Fellow Physician will be subject to corrective action. Also, if a Resident/Fellow Physician is convicted of a criminal drug statute violation, UTHSCT’s main priority will be in addressing the legal implications of the Resident/Fellow Physician’s dependency.

b. Policy

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

The unauthorized use or possession of alcohol by Resident/Fellow 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 UTHSCT or any of its affiliated institutions.

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

Use of alcohol by Resident/Fellow Physicians at an authorized, official function of UTHSCT or any of its affiliated institutions that may adversely affect job performance or the safety of any other person is prohibited.

Prescription and over-the-counter medications 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/Fellow Physician’s ability to perform assigned work in a safe manner because of the use of such medications.

Distribution to others of a drug or controlled substance obtained by prescription while on duty or while in or on premises or property owned by UTHSCT or any of its affiliated institutions is prohibited, except by duly licensed and certified persons.

Failure to comply with this published policy by any Resident/Fellow Physician will constitute grounds for corrective action, including termination. At the discretion of UTHSCT, the Resident/Fellow Physician may be referred to the Employee Assistance Program (EAP) and be required to participate in and satisfactorily complete an approved treatment and follow-up program.
c. Procedure

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

- educates both Resident/Fellow and Faculty physicians about the hazards of substance abuse and trains them to recognize signs of alcohol or drug abuse, if possible;
- provides a means for immediate evaluation and appropriate referral for diagnosis, treatment and follow-up, including monitoring; and,
- complies with state and federal law as well as policies included in The University of Texas Health Science Center at Tyler Handbook of Operating Procedures.

d. Educational Efforts

UTHSCT relies on the observations and judgment of program directors, teaching faculty, and peers to evaluate the behavior of Resident/Fellow Physicians, to identify suspected impaired behavior, and to refer Resident/Fellow Physicians exhibiting such behavior to the EAP for evaluation. The EAP is a benefit available to all Resident/Fellow Physicians. The 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, or grief as well as alcohol and drug dependency or abuse.

Program director and faculty awareness of EAP services and the issues and implications of substance abuse will be facilitated through educational efforts. To this end, UTHSCT will provide instruction and disseminate educational materials to all Resident/Fellows concerning the following:

- The institutional prohibition against the unlawful purchase, manufacture, distribution, possession, sale, storage, or use of any controlled substance or medication by Resident/Fellow Physicians while on duty or while in or on premises or property owned by UTHSCT or any of its affiliated institutions;
- The identification of the types of behavior that give rise to a "reasonable suspicion" of drug-related impairment;
- The risks inherent in substance abuse, for both the individual and the institution;
- The available referral resources within UTHSCT that can provide confidential, affordable assistance for individuals with substance abuse or chemical dependency problems; and
- The policies of UTHSCT regarding drug abuse and corrective actions against offending individuals.

e. EAP Referral and Treatment

1. Course of Action: Reasonable Suspicion of Use
Any Resident/Fellow Physician, whose behavior or performance gives rise to a reasonable suspicion of impairment based on documented observations by faculty or staff, will be immediately relieved of clinical duties and be asked by the program director to submit to blood and/or urine screening for substances of abuse utilizing an appropriate chain of custody with lab results reviewed by a Medical Review Officer (MRO). The Chair of the Department will also be notified of the allegation of impairment. The Resident/Fellow Physician will be immediately referred to an EAP counselor, who will assess the Resident/Fellow Physician's condition and determine the likelihood that the observed behavior might be caused by drug or alcohol use. The Resident/Fellow Physician will be expected to comply with the EAP counselor's recommendations. If a substance abuse problem is identified or even strongly suspected, the Resident/Fellow Physician will be referred by the Program Director to the Smith County Medical Society Committee for Physician Health and Rehabilitation for assistance in clarification of the diagnosis. If substance abuse, or other related problems such as significant depression is identified, a treatment plan and follow-up will be formulated. Part of this commitment to treatment will include a signed contract between the Resident/Fellow Physician, the Medical Society and UTHSCT, enforceable for the duration of the residency program.

These corrective actions, including back-to-work restrictions, if any, and regular blood and/or urine test monitoring (utilizing an appropriate chain of custody with lab results reviewed by a Medical Review Officer or MRO), regular follow-up, or other consequences of the identified problem will be decided upon by the program director or chair following consideration of all pertinent information, including the evaluation and treatment recommendations and the requirements of the signed contract.

The EAP will coordinate necessary follow-up and monitoring on behalf of UTHSCT by informing the Resident/Fellow Physician's program director as to whether or not the Resident/Fellow Physician has cooperated. Regular reports of the Resident/Fellow Physician's progress will be provided twice annually to the Program Director/Department Chair by the EAP. In addition, failure to comply with treatment and or positive body fluid tests for disallowed substances will also be reported. The 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 EAP provides a measure of protection for the Resident/Fellow Physician who has made a good faith effort towards recovery, codified by the signed contract.

2. Course of Action: Self-referral

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

Resident/Fellow Physicians may use health insurance to defray the cost of many drug and alcohol treatment programs, although certain restrictions may apply, depending on the type of treatment recommended. The EAP will assist in determining how a Resident/Fellow 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 EAP will not jeopardize the Resident/Fellow Physician's current position or potential in the training program. Involvement with the EAP will not grant special privileges or exceptions from normal performance standards. Confidentiality between the Resident/Fellow Physician, program director and chairperson, and the EAP will be respected in all cases unless the Resident/Fellow 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 Medical Board (TMB), including the required initial and follow-up reports, will be strictly observed. Resident/Fellow Physicians who have an identifiable alcohol/drug-related problem requiring treatment and follow-up and who have not been previously reported to the TMB will be encouraged to apply for a “private order” through the Board. This will allow them to continue their monitoring under Board surveillance, for the remainder of their residency training.

3. Sanctions

Corrective actions or other consequences of the reported behavior will be determined exclusively by the program director or chair following their consideration of all pertinent information.

Any Resident/Fellow Physician who is convicted under a criminal statute for a drug-related offense occurring while on duty is required by law and UTHSCT policy to notify the program director not later than five days after such conviction.

In turn, the program director is required to notify the UTHSCT Chief of Staff 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/Fellow Physician is on duty will result in termination of the Resident/Fellow Physician’s appointment. The Texas Medical Board will be immediately notified of such termination and the nature of the conviction.