

GRADUATE MEDICAL EDUCATION FELLOWSHIP AGREEMENT

This Graduate Medical Education Fellowship Agreement (the “Agreement”) is entered into by and among The University of Texas Southwestern Medical Center, an agency of the state of Texas located at 5323 Harry Hines Boulevard, Dallas, Texas 75390 (the “UTSW”), and the individual fellow in training «**Full Name Title**», an individual (the “Fellow”).

WHEREAS, UTSW is an institution of higher education that has as part of its mission to educate the next generation of leaders in patient care, biomedical sciences, and disease prevention and, as one means to achieve its mission, serves as the sponsoring institutional for graduate medical education programs including multiple residencies and fellowships;

WHEREAS, UTSW is the sponsoring institution of a fellowship in [REDACTED] (the “Fellowship”) that is operated through UTSW's Department of [REDACTED] (the “Department”);

WHEREAS, the Fellowship meets the “Essentials of Accredited Residencies” standards (the “Standards”) of the Accreditation Council for Graduate Medical Education (“ACGME”);

THEREFORE, in consideration of the foregoing, the terms and conditions set forth in this Agreement and other good and valuable consideration the sufficiency of which the parties hereby acknowledge, UTSW and the Fellow agree as follows:

I. DUTIES AND RESPONSIBILITIES OF UTSW.

A. THE PROGRAM.

1. UTSW, through the Department, is responsible for the selection, supervision, management and operations of the Fellowship and the Fellow consistent with the Standards established by the ACGME.
2. The Fellow will be provided a stipend by UTSW in the amount of [REDACTED] which will be paid in 12 monthly installments; the Fellow will be provided medical, dental and vision care at no cost to the Fellow and immediate family members;
3. UTSW and the Department shall designate a Program Director who will manage the Fellowship (“Program Director”). The Program Director will supervise and manage the Fellow in the practice of medicine. The Program Director, in conjunction with the Department, and taking into consideration training opportunities and patient population needs of affiliated hospitals, will decide the Fellow’s general distribution, assignments, and responsibilities.

4. The Department and the Program Director will supervise and manage the Fellow’s schedule and education consistent with the Standards established by the ACGME, including, but not limited to, the distribution of the Fellow’s assignments and responsibilities.
5. UTSW, through the Department and the Program Director, shall be responsible for the academic evaluation, supervision, control, promotion and termination of Fellows.
6. UTSW, through its Graduate Medical Education Office, shall maintain policies and procedures that delineate the operations and responsibilities of the Fellowship.
7. UTSW, through the Department, may provide both clinical and didactic educational activities including, but not limited to, opportunities for clinical and basic scholarly research.

B. PROFESSIONAL LIABILITY INSURANCE.

The Fellow will be provided professional liability insurance with coverage of one hundred thousand dollars (\$100,000) per occurrence and three hundred thousand dollars (\$300,000) in the annual aggregate under The University of Texas System Professional Medical Liability Benefit Plan (“Plan”) while this Agreement is in effect. Such coverage shall include legal defense and protection against awards from claims reported or filed after the Fellow’s completion of the Program if the alleged acts or omissions of the Fellow are within the scope of the Program. The Fellow must comply with any requirements imposed by the Plan, including requirements for risk management education, as defined in the policies, procedures, and agreements managed by the School. Upon becoming aware of an actual or alleged claim, the Fellow must immediately notify the Program Director.

II. DUTIES AND RESPONSIBILITIES OF THE FELLOW

A. THE PROGRAM.

1. The Fellow shall devote his/her exclusive full-time and best professional efforts to the performance of professional services and participation in the Program (“Services”).
2. The Fellow shall obtain and maintain the credentials from the Texas Medical Board necessary to participate in the Program.
3. The Fellow shall fulfill all requirements necessary to join the [REDACTED] (“Hospital”) House Staff as delineated by the hospital policies and procedures including providing all requested background and educational information. The Fellow shall fulfill all

UTSW, Fellowship and Hospital credentialing requirements prior to commencement of appointment.

4. The Fellow agrees to comply with The Joint Commission standards; the Hospital's Medical Staff Bylaws, Medical Staff Rules and Regulations, and Code of Ethical Conduct; all Hospital, Program and School policies, rules and procedures, including participation in the Hospital's Quality Program (collectively, "Policies and Procedures"); and any other obligations to which the Fellow is subject, including, but not limited to, all applicable state and federal statutes and regulations.
5. The Fellow further agrees to comply with the policies, procedures, rules, and regulations of any other institution where assigned to perform the duties of a Fellow.
6. The Fellow shall not be allowed to perform any professional medical services outside of the Fellowship, unless the Fellow first obtains the prior written approval of the Program Director and Chair of the Department of Pediatrics at UT Southwestern Medical School or his designee. The Fellow must also maintain compliance with the UTSW's policy concerning moonlighting. The Fellow's performance will be monitored by the Fellowship Program and Program Director to ensure that there are no adverse affects of these activities.
7. The Fellow shall prepare and maintain administrative and business records consistent with all Policies and Procedures, including maintaining medical records related to the Services in such format and upon such intervals as the Program reasonably requires and maintaining thorough, complete and accurate other records with respect to the Services and treatment rendered to any patient.

B. REPRESENTATIONS AND WARRANTIES OF FELLOW.

The parties enter into this Agreement in reliance on the following representations and warranties being true and accurate as of the Effective Date of this Agreement and remaining so at all times during the Term of this Agreement. The Fellow hereby represents and warrants the following:

1. The Fellow is not excluded from a federal program as of the Effective Date of this Agreement and no adverse action by the federal government that will or may result in exclusion from a federal health care program has occurred or is pending or threatened against the Fellow. The Fellow agrees that he/she will not perform any act that shall cause him/her to be excluded from a federal health care program during the Term of this Agreement.

2. The Fellow has never been reprimanded, sanctioned or disciplined by any licensing board of any state, medical society, specialty board, medical staff, house staff or any healthcare facility and no such action is pending.
3. The Fellow is not subject to any disciplinary order, sanction or decree of any federal or state governmental agency having jurisdiction over the practice of medicine.
4. The Fellow has never resigned from or been denied membership or reappointment from the medical staff of any hospital; has never had hospital medical staff membership or clinical privileges suspended, curtailed, denied, reduced or revoked; and no such action is pending.
5. The Fellow is not now, nor has ever been, a defendant in a professional negligence lawsuit other than as fully disclosed in writing to Program. The Fellow will immediately disclose to the Program Director the details of any medical negligence lawsuit which is commenced against him/her, as well as any facts which reasonably might give rise to any other legal action against Hospital or School.
6. UTSW and Fellow acknowledge that the Hospital has provided them with the Hospital's Code of Ethical Conduct and other Program Policies and Procedures related to the Hospital's Compliance Programs including but not limited to the False Claims Act ("FCA"), 31 U.S.C. §§ 3729-3733. The FCA imposes civil liability on any person or entity that knowingly submits, or causes to be submitted, a false or fraudulent claim for payment to the U.S. government. The FCA also prohibits knowingly making or using (or causing to be made or used) false records or statements in order to get a false or fraudulent claim paid by the federal government. UTSW and Fellow understand that under the FCA, those who knowingly submit, or cause another person or entity to submit, false claims for payment of government funds are liable for three times the government's damages plus civil penalties of \$5,500 to \$11,000 per false claim. Other possible enforcement actions include suspension of payment, referral to the Office of Inspector General for potential exclusion from the program, or disenrollment.

III. APPOINTMENT AND TERM.

A. TERM.

The Program hereby appoints the Fellow and the Fellow hereby accepts an appointment in the [REDACTED] Fellowship program at the level of [REDACTED], under the supervision of [REDACTED] as Program Director. The Fellow's appointment shall begin on **July 1, 2014**, and terminate on **June 30, 2015** (the "Term").

B. APPOINTMENTS.

Promotions, or certificates of completion, are dependent upon the Fellow continuing as a member in good standing of the Hospital’s House Staff as well as evaluation by program faculty, recommendation from the Program Director. The Fellow will be notified in writing at least four (4) months prior to the conclusion of this appointment if the faculty of the Program does not intend to offer re-appointment or a certificate of program completion. If the primary reason(s) for non-completion or non-promotion occurs within the four (4) months prior to the end of the Agreement, the Program will give the Fellow as much written notice of the intent not to promote or issue a certificate of completion as circumstances will reasonably allow, prior to the end of this Agreement. Upon receipt of such written notice, the Fellow may implement UTSW’s due process procedure in accordance with UTSW’s Policies and Procedures for Supervision and Evaluation, and Discipline and Grievances of Graduate Medical Education Trainees.

IV. SCHEDULING.

A. WORK HOURS.

The Fellow’s work hours will be scheduled in accordance with the training program Standards set by the ACGME, the Duty Hours policy of School, and will be overseen by the Program Director.

B. ASSIGNMENTS AND VACATION.

The Fellow’s assignments and vacation will [redacted]

C. LEAVE OF ABSENCE.

Leaves of absence shall be at the discretion of the Program Director, consistent with the Policies and Procedures of UTSW. The Policies and Procedures detail the impact a leave of absence may have on satisfying the Program criteria.

D. BOARD ELIGIBILITY

The ACGME requires information regarding eligibility for certification by the relevant certifying board(s) be made available to House Staff Officer. Because certifying boards vary in their requirements regarding the effect of leave of absence, for any reason, taken during the House Staff Officer’s training on his/her eligibility and the timing for board certification, each House Staff Officer shall access the specific relevant information from his/her certifying boards through the UTSW Intranet by entering:

http://www.abms.org/About_ABMS/member_boards.aspx

E. COUNSELING.

The Fellow shall have access to confidential counseling, medical, psychological, and other support services pursuant to UTSW's Employee Assistance Program. The Fellow shall refer to UTSW's Criteria for Medical Staff Referrals to the Committee on Practitioner Peer Review and Assistance and to the Physician Health and Recovery Committee policy for questions related to practitioner impairment issues, including impairment due to substance abuse.

V. POLICIES REGARDING SEXUAL AND OTHER FORMS OF HARASSMENT.

Fellows shall not be subjected to inappropriate conduct of a sexual nature during their training at UTSW and Hospital. To file a complaint regarding sexual or other forms of harassment, the Fellow should contact both the UTSW Office of Equal Opportunity and Minority Affairs and the Hospital's Medical Affairs Office. The Fellow should consult each organization's Code of Ethical Conduct and specified harassment Policies and Procedures for further information.

VI. ACCOMMODATIONS FOR DISABILITIES.

UTSW and the Hospital shall comply with all applicable provisions of the Americans with Disabilities Act, as amended. The Fellow may contact UTSW's Human Resources Department for additional information regarding the School's policies regarding accommodations for disabilities.

VII. ASSIGNMENT.

The duties imposed upon UTSW in this Agreement may be assigned by written agreement among UTSW, the Hospital and Program.

VIII. TERMINATION.

A. TERMINATION BY UTSW

1. The Fellow enters into this Agreement with the understanding that he/she will serve the entire Term, unless this Agreement is terminated by UTSW in accordance with UTSW's Policies and Procedures for Supervision and Evaluation, and Discipline and Grievances of Graduate Medical Education Trainees.

2. UTSW reserves the right to terminate this Agreement for cause, as outlined in UTSW's Policies and Procedures for Supervision and Evaluation, and Discipline and Grievances of Graduate Medical Education Trainees. If UTSW terminates the Fellow from the Program, this Agreement shall terminate immediately.
3. Failure to be granted a physician-in-training license by the Texas Medical Board may result in termination of this Agreement at the discretion of the Program Director and the Chair of the Department of Pediatrics at UTSW.

B. TERMINATION BY HOSPITAL.

If the Hospital, with the advice and consent of the Program Director, determines that the Fellow is failing to uphold his/her duties under this Agreement or no longer fulfills the requirements to be a member of the House Staff, it may request that UTSW terminate the Fellow for cause from the Program.

This Agreement is entered into on this [REDACTED] day of [REDACTED], 20[REDACTED] (the "Effective Date").

**THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER**

By: «Fellow_Full_Name_Title»

By: _____
Charles M. Ginsburg, M.D.
Sr. Associate Dean,
UT Southwestern Medical School

Fellow Signature

Date: _____

Street Address

By: _____

City and State

Julio Pérez-Fontán, M.D.
Chairman, Department of Pediatrics

Telephone Number

Date: _____

Date: _____

By: _____
Program Director

Date: _____