

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 institution of higher education organized under the laws of the state of Texas located at 5323 Harry Hines Boulevard, Dallas, Texas 75390 (“UTSW”), and «**Fellow Name**», (the “Fellow”).

WHEREAS, UTSW is the sponsoring institution of a fellowship in Pediatric Gastroenterology (the “Fellowship”) that is operated through UTSW's Department of Pediatrics (the “Department”) and Fellow desires to participate in the Fellowship as a graduate medical education trainee;

WHEREAS, the Fellowship meets the requirements 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.

1. UTSW, through the Department, Program Director, and Fellowship, is responsible for the selection, supervision, management and operations of the Fellowship and the Fellow consistent with the requirements established by the ACGME.
2. The Fellow will be a UTSW employee and paid a salary by UTSW in the amount of \$ _____ annually, payable in 12 monthly installments; the Fellow will be provided access to medical, dental and vision care benefits for themselves and immediate family members. The Department will pay 100% premiums for medical, dental and vision coverage only; for fellows, as well as spouse, children, or entire immediate family, if they so choose.
3. The Fellow will be eligible to participate in UT Southwestern’s employee benefits plans, which include medical, prescription, dental, short- and long-term disability, vision, and other benefits for themselves and eligible family members. UTSW pays the employee-only premium for Basic Coverage, which includes medical and prescription coverage plus Basic Life and Basic Accidental Death and Dismemberment coverage for the employee. Employees may elect additional optional benefits at the employee’s expense. UTSW and the UT System reserve the right to change employee benefits plans from time to time.
4. 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 and other Fellowship requirements. 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.

5. The Department and the Program Director will supervise and manage the Fellow's schedule and education consistent with the requirements established by the ACGME, including, but not limited to, the distribution of the Fellow's assignments and responsibilities.
6. UTSW, through the Department, Fellowship and Program Director, shall be responsible for the academic evaluation, supervision, control, performance improvement, and Corrective Action for Fellows.
7. UTSW, through its Graduate Medical Education Office ("GME Office"), shall maintain policies and procedures governing the operations of the Fellowship and provide accreditation and administration oversight.
8. UTSW, through the Department, Fellowship, and Program Director, may provide both clinical and didactic educational activities including, but not limited to, opportunities for clinical and basic scholarly research.
9. UTSW will provide vacation and leave(s) of absence to the Fellow, including medical, parental, and caregiver leave(s) of absence, in accordance with law and applicable UTSW Policies, *see* Graduate Medical Education Policies and Procedures Paid Time Off Utilization Policy.
10. UTSW, through the Department, Fellowship, and Program Director, will provide to the Fellow timely notice of the effect of leaves of absence on the ability of the Fellow to satisfy Fellowship requirements for completion and information related to eligibility for specialty board examinations. Because certifying boards vary in their requirements regarding the effect of leaves of absence, for any reason, taken during training on eligibility and the timing for board certification, UTSW shall direct the Fellow to specific relevant information from the applicable certifying boards available at: <https://www.abms.org/member-boards>.
11. The Fellow will be provided professional liability insurance with coverage of five hundred thousand dollars (\$500,000.00) per occurrence and one million five hundred thousand dollars (\$1,500,000.00) in the annual aggregate under The University of Texas System Professional Medical Liability Benefit Plan ("Plan") during the Fellowship. Such coverage shall include legal defense and protection against awards from claims reported or filed after the Fellow's completion of the Fellowship if the alleged acts or omissions of the Fellow occurred within the time and scope of the Fellowship. The Fellow must comply with any requirements imposed by the Plan, including requirements for risk management education. Upon becoming aware of an actual or alleged claim, the Fellow must immediately notify the Program Director, the GME Office, and the Office of the Vice President for Legal Affairs - Medical Risk Management.

12. The Fellow shall have access to confidential counseling, medical, psychological, and other support services through UTSW Resident and Wellness Counseling Center or pursuant to UTSW's Employee Assistance Program. The Fellow shall refer to GME's Impaired Resident Physicians policy for information related to practitioner impairment issues, including impairment due to substance abuse. Fellows may also be referred to UTSW's Recovery Employee Network Enhancing Wellness (RENEW) Committee, a subcommittee of the Credentials Committee, that supports the health and wellness of practitioners at UTSW.

II. DUTIES AND RESPONSIBILITIES OF THE FELLOW

1. The Fellow shall devote their exclusive full-time and best professional efforts to the performance of professional services and participation in the Fellowship ("Services").
2. The Fellow shall obtain and maintain the credentials from the Texas Medical Board necessary to participate in the Fellowship and shall immediately notify the Program Director and the GME Office of any change in status to the Fellow's TMB credentials.
3. The Fellow shall fulfill all requirements necessary to join the specified hospital House Staff(s) as delineated by 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 beginning the Fellowship.
4. The Fellow agrees to comply with The Joint Commission standards; all applicable Medical Staff Bylaws, Medical Staff Rules and Regulations, and Code of Ethical Conduct; all Hospital, GME, Fellowship and UTSW 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 laws and regulations.
5. The Fellow further agrees to comply with the policies, procedures, rules, and regulations of any other institution where the Fellow is assigned to work and train.
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. The Fellow must also maintain compliance with GME Policies and Procedures Moonlighting Policy. The Fellow's performance will be monitored by the Fellowship and Program Director to ensure that there are no adverse affects of Moonlighting activities on the Fellow's ability to satisfactorily complete Fellowship requirements. Written approval for moonlighting activities may be rescinded at any time at the discretion of the Program Director and GME Office.
7. The Fellow shall prepare and maintain records consistent with all Policies and Procedures, including maintaining medical records related to the Services in such

format and upon such intervals as UTSW (including any affiliate training sites) reasonably requires and maintaining thorough, complete and accurate other records with respect to the Services and treatment rendered to any patient.

III. 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 any federal program as of the Effective Date of this Agreement and no adverse action 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 they will not perform any act that could cause them to be excluded from any 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 the medical staff of any hospital in lieu of discipline or termination, or been denied membership in or reappointment to 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, named as a defendant in a professional negligence lawsuit other than as fully disclosed in writing to the Fellowship. The Fellow will immediately disclose to the Program Director the details of any medical negligence lawsuit involving the Fellow, including any facts which reasonably might give rise to any other legal action against the Fellow or UTSW
6. UTSW and Fellow acknowledge that UTSW has provided the Fellow with the applicable Code of Ethical Conduct and other 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 can result in an enforcement action which could

include civil penalties, suspension of payment, referral to the Office of Inspector General for potential exclusion from the program, and disenrollment.

IV. APPOINTMENT, TERM AND TERMINATION.

A. APPOINTMENT AND TERM.

UT Southwestern and the Fellowship hereby appoint the Fellow and the Fellow hereby accepts an appointment in the Pediatric Gastroenterology Fellowship program at the level of PGY5, under the supervision of Dr. Meghana Sathe as Program Director. The Fellow's appointment shall begin on **7/1/2023** and terminate on **6/30/2024** (the "Term").

B. RE-APPOINTMENT.

Re-appointment, promotion, graduation and/or certificate of completion, are dependent upon the Fellow continuing as a member in good standing of the Hospital's House Staff as well as satisfactory evaluations by program faculty, and recommendation from the Program Director. If a Fellow does not meet Fellowship standards, a Performance Improvement Plan or Corrective Action will be issued in accordance with GME Policies on Academic Improvement and Corrective Action and Grievance and Due Process for Graduate Medical Education Trainees.

C. TERMINATION.

The Fellow enters into this Agreement with the understanding that they are expected to remain in the Fellowship for the entire Term, unless the Fellow receives a final Corrective Action: Dismissal in accordance with UTSW's GME Academic Improvement and Corrective Action policy. Failure to obtain and maintain a physician-in-training or full medical license by the Texas Medical Board may result in dismissal of the Fellow from the Fellowship, at the discretion of the Program Director and the Chair of the Department of Pediatrics at UTSW, in consultation with the GME Office.

If a UTSW-affiliated Hospital, with the advice and consent of the Program Director, determines that the Fellow is not satisfactorily performing their duties or no longer fulfills the requirements to be a member of the House Staff, the affiliate Hospital may request that UTSW issue a Corrective Action: Dismissal to the Fellow.

If a Fellow voluntarily resigns or is dismissed from the Program, this Agreement shall terminate immediately.

IV. SCHEDULING, WORK ASSIGNMENTS AND HOURS.

The Fellow's clinical and educational work hours will be scheduled in accordance with the Fellowship requirements, and the Duty Hours policy of UTSW, and will be overseen by the Program Director. The Fellow's assigned locations and duties will be the primary responsibility of the Program Director.

V. POLICIES REGARDING DISCRIMINATION AND HARASSMENT.

UTSW policies prohibit discrimination and harassment. To file a complaint regarding sexual harassment or misconduct, the Fellow should contact the UTSW Division of Title IX pursuant to ETH-153 Title IX Sexual Harassment Formal Grievance Policy. Complaints about discrimination or harassment on a basis other than sex should be reported to the Office of Institutional Equity & Access in accordance with ETH-151 Equal Opportunity. Complete information regarding reporting obligations and complaint resolution options can be found on the Office of Institutional Equity & Access website at: [Office of Institutional Equity & Access - UT Southwestern, Dallas, Texas.](#)

VI. ACCOMMODATIONS FOR DISABILITIES.

Fellows may request reasonable accommodations due to disability in accordance with GME Policy Reasonable Accommodations for Qualified Residents with Disabilities.

This Agreement is entered into on this _____ day of _____, 20__ (the “Effective Date”).

**THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER**

By: _____
Charles M. Ginsburg, M.D.
Vice Provost & Senior Associate
Dean for Education,
UT Southwestern Medical School

By: _____
David Weigle, PhD, MPH, MEd
Assistant Dean for Graduate Medical
Education
Designated Institution Official

Date: _____

Date: _____

By: _____
Jorge A. Bezerra, M.D., Dept. Chairman
Robert L. Moore Chair, Department of Pediatrics
UT Southwestern Medical Center

By: **« Fellow Name »**

Fellow Signature

Date: _____

Street Address

By: _____
Meghana Sathe M.D., Program Director

City and State

Date: _____

Telephone Number

Date: _____