

## **FELLOWSHIP TRAINING AGREEMENT**

This FELLOWSHIP TRAINING AGREEMENT (“Agreement”) is made by and between UNIVERSITY CLINICAL, EDUCATION & RESEARCH ASSOCIATES, dba UNIVERSITY HEALTH PARTNERS OF HAWAII, a Hawaii nonprofit corporation (hereinafter, “UHP”), and, [Fellow Name], (hereinafter, “Fellow”).

### **RECITALS**

WHEREAS, the principal purposes of UHP are to (1) provide funding to build and sustain the infrastructure of the University of Hawaii John A. Burns School of Medicine (“JABSOM”) and its departments, (2) fund research, education and scholarly development, (3) provide additional resources to recruit, retain, and develop qualified faculty, (4) provide clinical training and education to students at JABSOM, and (5) provide health care to the general public, with special attention to the poor and other underserved populations of Hawaii and the Pacific Region.

WHEREAS, additional purposes of UHP are to facilitate the faculty practice of other University of Hawaii health sciences schools, centers, and programs.

WHEREAS, in order to accomplish the above purposes and to act on behalf of JABSOM as its faculty practice plan, UHP desires to appoint Fellow as a trainee in the ACGME<sup>1</sup>-accredited Maternal Fetal Medicine (“MFM”) Program and Division of JABSOM’s Department of Obstetrics and Gynecology and Women’s Health (“OB/GYN”).

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, UHP and Fellow (collectively referred to herein as “parties”) agree as follows:

### **AGREEMENT**

#### **I. Appointment and Term.**

UHP shall appoint Fellow as an academic trainee of the MFM Program (“Program”) and Division of the [Department of Obstetrics, Gynecology & Women's Health] (“Department”). Such appointment shall be considered effective on [Date], (the “Effective Date”) and continue for one (1) year; however, this Agreement and appointment shall be subject to renewal for consecutive one-year periods for a total of three (3) years (the “Term”), subject to the Fellow achieving all requirements of the Program in accordance with all referenced policies, specifically the policies governing promotion and reappointment.

#### **II. Policies and Guidelines.**

The details of the training program, shall be determined by the policies of the MFM Program (“Program Policies”) and the Graduate Medical Education (GME) Policies and Guidelines of the John A. Burns School of Medicine (“GME Policies and Guidelines”)<sup>2</sup>, which are incorporated hereto by reference.

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<sup>1</sup> Accreditation Council for Graduate Medical Education.

<sup>2</sup> The Graduate Medical Education (GME) Policies and Guidelines of the John A. Burns School of Medicine, incorporated hereto by reference, are located at: <http://jabsom.hawaii.edu/ed-programs/gme/gme-policies/>. Within the GME Policies and Guidelines, references to the Hawaii Residency Programs or “HRP” are to be substituted with University Health Partners of Hawai’i or “UHP,” as directed and interpreted by the Designated Institutional Official of the Sponsoring Institution.

Fellow accepts this training appointment and agrees to be bound by the terms, covenants and conditions of this Agreement as well as the referenced policies and guidelines.

Fellow shall also be subject to the policies and procedures of UHP and the relevant training facilities. In the event of a conflict between the various policies, the above referenced Program Policies and/or GME Policies and Guidelines shall control, in accordance with the direction and interpretation of the Designated Institutional Official of the Sponsoring Institution, with the goal of harmonizing and preserving the intent of the policies, to the extent possible.

### III. **Academic Evaluations.**

Fellow will be evaluated on a regular basis. The policies and procedures related to feedback and evaluations of Fellow as well as conditions for reappointment and promotion to a subsequent PGY level; hearings, grievances, disciplinary actions and sanctions, including dismissal; and other administrative procedures ensuring due process are described in detail in the GME Policies and Guidelines.

### IV. **Performance.**

#### A. **Duties and Responsibilities.**

##### **Responsibilities of the Fellow:**

(1) The Fellow shall accept the duties, responsibilities, and rotations assigned by the program director or designee and agrees to conduct himself or herself ethically and professionally in keeping with his/her position as a physician.

(2) The Fellow agrees to meet all requirements for participating in the Fellowship program prior to the start date and throughout the training program as required by the American Board of Obstetrics and Gynecology (“ABOG”) and the ACGME.

(3) The Fellow shall participate fully in the educational and scholarly activities of the Fellowship program and, as required as a University of Hawaii non-compensated Clinical Instructor, shall assume responsibility for teaching and supervising residents, medical students, and other Fellows

(4) The Fellow agrees to provide safe, effective, and compassionate care of patients under faculty supervision commensurate with the Fellow’s level of education and experience.

(5) The Fellow agrees to abide by the bylaws, policies, rules, and regulations of the University of Hawaii, JABSOM, UHP, and the hospitals and clinics to which assigned.

(6) The Fellow shall provide 22 calls per year which will be one week night and one weekend call during the months when in the generalist call pool, in accordance with Section V below. The terms related to this call coverage shall be contained in a separate agreement.

Responsibilities of the Program (UHP/JABSOM Department of OB/GYN)

(1) The Program shall be responsible to provide a graduate medical educational experience and training program through faculty planning, teaching, supervision, and evaluation of Fellows.

(2) The Program shall perform administrative functions for the benefit of Fellows. These include arranging for the payment of stipends, coordinating Fellowship programs among affiliated hospitals and clinics, and administering various clinical services.

(3) The Program shall provide Fellow with specific requirements to be met during the Fellowship in order for the Fellow to apply and be eligible for subspecialty board examinations. See also the ACGME Program Requirements for Graduate Medical Education in Maternal-Fetal Medicine contained in the Fellowship Manual.

- B. Compensation. Commencing with the Effective Date, this appointment provides for a UHP salary as follows:

Fellowship Year 1: \$76,080.00

Fellowship Year 2: \$78,135.00 (contingent on reappointment)

Fellowship Year 3: \$79,860.00 (contingent on reappointment)

- C. Benefits.

(1) Fringe benefits. Please see Exhibit A for details regarding the benefits applicable to Fellow and eligible dependents.

Fellow shall have the right to participate in UHP's benefit plans for employees (including UHP's long term disability insurance plan and group life and accidental death and dismemberment insurance plans), subject to the eligibility requirements, conditions, limitations and benefits provided under such plans, unless Fellow chooses to opt out of such plans. Fellow is also eligible for Employee Assistance Program services. UHP shall have the sole and exclusive discretionary right to interpret, administer, amend, limit, reduce benefits under or terminate any such benefit plans in accordance with their provisions only pursuant to the UHP Bylaws and upon affirmative vote of the UHP Human Resources/Retirement Plan Committee.

(2) Time off and Leave.

(a) Time off and leave (vacation, parental, sick, and other leave(s) for fellows) shall be administered in accordance with the Program Policies and GME Policies and Guidelines, in compliance with applicable laws; the Fellowship Program shall give the Fellow timely notice, upon each leave request, of the effect of leave(s) on the ability of the Fellow to satisfy requirements for Fellowship Program completion (also see relevant Program Policy for specific details);

(b) Fellow may be entitled to up to 12 weeks of unpaid leave, in accordance with state and federal leave law, for personal illness or family matters. Fellow may be entitled to unpaid leave in addition to 12 weeks in accordance with Program Policies and GME Policies and Guidelines.

D. Insurance.

1. Professional Liability Insurance. During the Term, UHP shall maintain and pay the premiums for professional liability insurance coverage for all patient care services performed by Fellow within the scope of this Agreement and such additional coverage as may be required by applicable law. Fellow acknowledges that UHP will satisfy this obligation in conjunction with JABSOM. The professional liability insurance coverage shall be in a total coverage amount of not less than \$1,000,000 per claim, \$3,000,000 annual aggregate. Fellow shall have the right to review the policy terms on a periodic basis.

Fellow acknowledges that UHP's professional liability insurance coverage and/or deductible contribution will not cover Fellow when and if Fellow practices medicine or another clinical discipline or provides services outside the scope of the agreements with UHP (this Agreement and the Clinical Coverage Agreement) and in such an event, Fellow promises to obtain insurance sufficient to cover his or her liability as a result of such outside practice.

Additional details regarding applicable professional liability insurance, including a summary of pertinent information regarding coverage are contained in the JABSOM-UCERA Risk Management Program Guidelines, which is provided upon enrollment onto the Risk Management/Malpractice Program.

2. Tail Insurance. UHP shall ensure that an extended reporting period endorsement or "tail" endorsement or policy ("Tail Coverage"), covering Fellow after the Term, is in place. The Tail Coverage secured by UHP shall name Fellow as insured and must provide coverage comparable to the policy carried by UHP covering Fellow during the Term. The cost of the premium payment for the Tail Coverage shall be borne by the Program.

Upon request to UHP, Fellow is entitled to receive a copy of the official documentation of Tail Coverage and the amount of the Tail Coverage premium. In the event that Fellow knows of a professional liability incident involving Fellow or receives notice of a claim or of an intended claim that alleges Fellow or any of UHP's other employees is or may be liable for a professional act or omission that occurred during the Term, Fellow shall immediately notify UHP of such incident or claim.

3. Other Insurance. During the Term UHP shall also maintain comprehensive general liability insurance covering Fellow, worker's compensation insurance, unemployment insurance, and such other insurances as may be required by law.

V. **In-House Call Coverage.**

In-house call coverage assignments are provided for Fellow to have continuity of patient care experiences throughout a 24-hour period, consistent with Program Policies and GME Policies and Guidelines governing duty hours, moonlighting, and the working environment. Any other clinical experiences outside the Program, i.e., external moonlighting, shall not be allowed.

VI. **Expenses.**A. Licenses and Dues.

[UHP shall facilitate payment of Fellow's hospital staff dues at the Facilities and Fellow's professional license to practice in the State of Hawaii, State Licensure, ACOG and SMFM membership renewal dues, and BNDD (DEA) registration fees]

B. Other Expenses. Except as provided in this Agreement, Fellow agrees that all expenses for automobile, home telephone and personal library, and all other necessary and ordinary expenses shall be Fellow's except to the extent UHP by affirmative action agrees to bear such expense.

VII. **Entire Agreement and Amendments.** This Agreement, including its attachments and exhibits, constitutes the entire agreement between the parties respecting the appointment and training of Fellow by UHP. There are no representations, warranties or commitments except as set forth in this Agreement. This Agreement shall be amended only in writing signed by the parties to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, UHP, by its duly authorized representatives, and Fellow, have signed this Agreement as of the day and year first written above.

FELLOW:

University Clinical, Education & Research Associates  
dba University Health Partners of Hawai'i:

\_\_\_\_\_  
[Fellow Name ]

\_\_\_\_\_  
Larry J. Shapiro, MD  
Chief Executive Officer

[Department of Obstetrics, Gynecology & Women's  
Health]

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[ivica Zalud, MD, PhD  
Professor and Chair  
Kosasa Endowed Chair  
Department of OB/GYN and Women's Health  
John A. Burns School of Medicine  
University of Hawaii ]

**Exhibit A****Benefit Information for Fellows**

Note: UHP's Paid Time Off (PTO) program is not applicable to this Agreement. Please see Program Policies and the GME Policies and Guidelines for details regarding leave.

<b>ELIGIBILITY</b>	<b>BENEFIT</b>	<b>DESCRIPTION</b>
<i>1<sup>st</sup> of the month following hire date</i>	<b><i>Medical/Vision and Dental Plan</i></b>	UHA/VSP, Kaiser & HDS - Eligible employees are provided with single medical and dental coverage; eligible dependents may receive coverage upon enrollment & payment of applicable premium(s). Plans provide medical, vision, prescription and dental coverage. <u>Note: Vision benefit is covered through Vision Service Plan (VSP).</u>
<i>1<sup>st</sup> of the month following hire date</i>	<b><i>Medical Waiver Benefit</i></b>	If employees are already covered by another medical plan, they may voluntarily waive medical coverage and elect to receive a cash payment. This cash payment will be added to the employees' regular wages on an after-tax basis. However, if employee is covered by an affiliated organization, an employee may not be eligible for the cash payment.
<b><i>Immediately</i></b>	<b><i>403(b) Plan</i></b>	The 403(b) plan allows an employee to elect how much they want to contribute up to the maximum allowed by law. The plan offers a discretionary employer match up to 3% of gross earnings. May enroll at any time.
<i>1<sup>st</sup> of the month following hire date</i>	<b><i>Group Term Life and Accidental Death and Dismemberment (AD&amp;D)</i></b>	Eligible employees working 50% FTE/20 hours or more per week and eligible physician employees are provided with Group Life and AD&D insurance. <u>Employees may elect optional term life, optional spouse life, optional child life, optional AD&amp;D (employee, spouse, and/or child), which is at their own expense.</u>
<i>1<sup>st</sup> of the month following hire date</i>	<b><i>Long Term Disability Plan (LTD)</i></b>	Eligible employees working 50%FTE/20 hours or more and eligible physician/clinician employees are provided with Long-term disability coverage. <u>Employees may buy-up long term disability insurance, which is at their own expense.</u>
<b><i>Immediately</i></b>	<b><i>Temporary Disability Insurance (TDI)</i></b>	Hawaii Temporary Disability Insurance law determines employee eligibility. TDI is wage replacement for a non-work related illness or injury. The benefit is 58% of average weekly earnings up to maximum beginning of twenty-six (26) weeks paid in any benefit year.
<b><i>Immediately</i></b>	<b><i>Workers' Compensation</i></b>	The purpose of workers' compensation is to provide medical care, wage replacement and permanent disability benefits if an employee sustains a work-related injury or illness.

<b>ELIGIBILITY</b>	<b>BENEFIT</b>	<b>DESCRIPTION</b>
<i>1<sup>st</sup> of the month following hire date</i>	<b><i>Flex Spending Accounts (FSA)</i></b> <ul style="list-style-type: none"> <li>• <i>Medical/Dental Premiums</i></li> <li>• <i>Medical Expenses</i></li> <li>• <i>Dependent Care</i></li> </ul>	The Flex Spending Account (Section 125 of the Internal Revenue Code). The Plan enables employees to save money on group insurance, health-related expenses, and dependent-care expenses. Contributions are deducted pre-tax and employees may save as much as 35% on the cost of each benefit option.
<i>1<sup>st</sup> of the month following hire date</i>	<b><i>Pre-Tax Benefits</i></b> <ul style="list-style-type: none"> <li>• <i>Cancer Care Elite</i></li> <li>• <i>Critical Care Elite</i></li> <li>• <i>Accident Elite &amp; Hospital Confinement</i></li> </ul>	These voluntary benefits offer affordable and flexible protection and security for an employee and their family. These insurance plans provided added peace of mind in the event of an unexpected crisis. Premiums for eligible plans can be payroll deducted on a pretax basis.
<i>3 months</i>	<b><i>Bereavement Leave</i></b>	Up to 3 days with pay may be granted for the death of an immediate family member, domestic partner and/or civil union partner's immediate family.
<i>Immediately</i>	<b><i>Jury Duty</i></b>	Regular pay for jury duty less the amount earned for the period served.
<i>Immediately</i>	<b><i>Employee Assistance Program (EAP)</i></b>	All employees are eligible for EAP services. UHP recognizes that all of us from time to time run into problems in life that can affect our happiness, health, and well-being. The EAP offers employees a confidential resource to turn to for help.
<i>Immediately</i>	<b><i>Direct Deposit</i></b>	To any bank, Savings & Loan or Credit Union selected.
<i>Immediately</i>	<b><i>UH Federal Credit Union &amp; Hawaii State Federal Credit Union</i></b>	UHP employees and their immediate family are eligible to join UH Federal Credit Union and Hawaii State Federal Credit Union. Please show most recent paystub & photo ID.

The benefits sheet is provided as an overview. Please reference plan documents and insurance contracts for additional information. UHP reserves the right to amend benefits at any time. **UHP is an EEO/AA Employer.**

University Clinical, Education & Research Associates dba University Health Partners of Hawai'i (UHP)  
Effective January 1, 2020