SCHOOL OF DENTISTRY

ORAL AND MAXILLOFACIAL SURGICAL ONCOLOGY

AND RECONSTRUCTIVE SURGERY

**FELLOWSHIP AGREEMENT**

 ***THIS IS AN AGREEMENT*** by and between the Regents of the University of Minnesota (“University”), a Minnesota constitutional corporation, and      , hereinafter referred to as “fellow.” The Agreement applies to Academic Year      ; actual dates of coverage are specified in Section 5 below.

 **THE PARTIES AGREE** as follows:

**1. Purpose.** The primary purpose of the appointment of the fellow is the successful completion of a graduate dental education advanced training program in Maxillofacial Oncologic Surgery and Reconstructive Surgery. The program is designed to provide the trainee with sufficient didactic and clinical training to provide comprehensive surgical treatment for patients with benign and malignant head and neck tumors. The trainee is encouraged to develop skills in teaching and research in preparation for a full-time academic position. This Agreement and the provisions of the Graduate Medical Education Institution Policy & Procedure Manual (“GME Policy Manual”) referenced in this Agreement govern the relationship between the individual resident/fellow and the University, and take precedence over any other University document or procedure to the extent they are inconsistent with the terms of this Agreement.

**2. Appointment Status.** During the period in which the fellow is undergoing the oral and maxillofacial surgery advanced education training at the University, fellow has the status of student and is appointed as a Post-Doctoral Fellow in the academic non-employee classification (HR Code 9560) in the University appointment system.

**3. Responsibilities of the Fellow.**

 3.1 The fellow agrees to accept the duties, responsibilities, and rotations assigned by the program director or designee and to conduct oneself ethically and professionally in keeping with the position as a dentist, in the care of patients and in relationships with other hospital/clinic staff.

 3.2 The fellow agrees to participate fully in the educational and scholarly activities of the residency program and, as required, to assume responsibility for teaching and supervising other residents and dental students.

 3.3 The fellow agrees to provide safe, effective, and compassionate care of patients under faculty supervision, commensurate with the resident’s level of education and experience.

 3.4 The fellow agrees to abide by the bylaws, policies, rules, and regulations of the University of Minnesota School of Dentistry (the “School of Dentistry”), the University and the hospital and clinics to which assigned.

 3.5 The fellow agrees to meet state, federal, and University requirements for participating in a residency program prior to the start of and throughout the training program. These requirements include: **a) credentials** – submit proof of earning a D.D.S. or D.M.D or equivalent degree; obtain a dental license from the Minnesota Board of Dentistry if not already fully licensed to practice dentistry in the State of Minnesota as required by the fellowship program; and pass a jurisprudence exam by July 1, 2012; **b) health professional requirements** – submit proof of immunization; complete a background study request under Minnesota law; complete HIPAA training; **c) work authorization** --obtain an appropriate visa, as agreed to by the program, if the fellow is not a U.S. citizen or permanent resident; and **d) other** - complete a Human Resources Information Form (HRIF) upon appointment; pay University fees in a timely manner; and comply with any other requirements established by the oral and maxillofacial surgery fellowship program. The fellow agrees that the immunization compliance status and background study results may be shared with clinical sites where the fellow is assigned.

**4. Responsibilities of the University.**

 4.1 The School of Dentistry shall be responsible for providing a graduate dental educational experience and training program through faculty planning, teaching, supervision, and evaluation of the fellow.

 4.2 The University agrees to perform administrative functions for the benefit of the fellow. These include arranging for the payment of stipends; maintaining certain resident/fellow records; administering the procedure related to the discipline of residents/fellows; and providing mechanisms for the coordination of programs among the affiliated hospitals and clinics, School of Dentistry and the various clinical services.

 4.3 The University agrees to provide the following benefits to the fellows:

 4.3.1 An annual stipend at the PGY-      rate of $      will be payable on a bi-weekly basis.

 4.3.2 Benefits as set forth in the GME Policy Manual. All fellows receive the following benefits regardless of appointment classification: professional liability insurance through University covering claims related to duties performed as part of the fellowship, whether such claims arise during or after the resident’s completion of the program; other insurance through the Student Health Benefits Office specifically for residents/fellows that provides medical insurance and optional dependent coverage, long-term and short-term disability insurance, life insurance, and optional dental insurance at the fellow’s cost; reasonable accommodations for fellows with a documented disability as outlined in the GME Policy Manual; and counseling and psychological support services through a fellowship assistance program, including monitoring and assistance for impaired physicians consistent with professional and legal obligations. Fellows also are eligible to participate in the University’s dependent and health care flexible spending accounts.

 4.3.3 Leave of absence benefits, which include parental/family medical, professional/academic, personal, vacation, holiday, sick, bereavement, military and jury duty/witness leave. See the GME Policy Manual for further details. The fellowship program is responsible for advising its fellows on how a requested leave of absence may affect timely completion of the training program.

 4.3.4 Other benefits on a program specific basis as set forth in the Maxillofacial Oncologic Surgery and Reconstructive Surgery Fellowship Manual (“Program Fellowship Manual”), which **may** include: meal tickets, laundry service, and beeper rental. On-call sleeping quarters are determined by the hospitals where the fellow is assigned.

 4.4 The School of Dentistry has established general policies on duty hours, on-call schedules, and the effect of absences on timely completion of the residency program. These matters are set forth in the GME Policy Manual. Program policies will conform to any applicable requirements of the Commission on Dental Accreditation (CODA).

 4.5 The School of Dentistry does not require fellows to sign a noncompetitive guarantee. Please see the GME Policy Manual.

**5. Fellowship Term.** The fellowship period is one (1) year to be renewed at the end of the year for a total of two years to complete the fellowship. In keeping with University policy:

 5.1 The term of the Agreement between the fellow and the University is for the period starting July 1, 2012 and ending no later than June 30, 2013.

 5.2 The agreement will be renewed on an annual basis as mutually agreed by the fellow and the University. Reappointment is dependent on continued satisfactory performance by the fellow.

**6. Evaluations of Academic Performance.**

 6.1 A periodic assessment of academic performance of each fellow is the responsibility of the fellowship program director with input from program rotation faculty. Academic performance of a fellow must be evaluated by a careful and deliberate review, including documentation of the fellow’s performance with respect patient care, medical/dental (OMS) knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, systems-based practice, technical skills, teaching/learning skills and leadership. All recorded evaluations of a fellow’s performance are accessible to the fellow upon request.

 6.2 A fellow can be disciplined and/or dismissed from the program for academic reasons. Before dismissing a fellow for academic reasons, the program must give the fellow notice of their performance deficiencies, an opportunity to remedy the deficiencies, and notice of the possibility of dismissal if the deficiencies are not corrected. See the GME Policy Manual for further details.

**7. Grounds for Discipline and/or Dismissal of a Fellow for Non-Academic Reasons.** Grounds for discipline and/or dismissal of a fellow for non-academic reasons, as set forth in the GME Policy Manual, include, but are not limited to, the following:

 7.1 Failure to comply with the University of Minnesota Student Conduct Code, the School of Dentistry Code of Conduct, the bylaws, policies or rules of affiliated sites which apply to residents/fellows in a clinical experience, or with the terms and conditions of this Agreement and the GME Policy Manual and Program Fellowship Manual.

 7.2 Commission by the fellow of an offense under federal, state, or local laws or ordinances which impacts upon the fellow’s abilities to appropriately perform their normal duties in the fellowship program.

 7.3 Conduct which violates professional and/or ethical standards; disrupts the operations of University, its departments, or affiliated hospitals; or disregards the rights or welfare of patients, visitors, or hospital/clinical staff.

**8. Disciplinary and Grievance Procedures.**

 8.1 Discipline and/or dismissal of a fellow for academic reasons under Section 6 above may be grievable under the University policy "Addressing Student Academic Complaints" set forth in the GME Policy Manual. Fellows also may utilize this University complaint procedure for other complaints related to education and academic services to the extent covered by the complaint policy.

 8.2 Fellows who are disciplined and/or dismissed for non-academic reasons under Section 7 above are entitled to certain procedures as set forth in the policy on “Discipline/Dismissal of Residents” found in the GME Policy Manual. These procedures are outlined in a section labeled “Discipline/Dismissal for Non-Academic Reasons.” They include notice of the disciplinary charges, an opportunity to respond to the allegations before discipline is imposed, and a hearing at the fellow’s request by a three-person panel in the School of Dentistry to appeal any discipline imposed for non-academic reasons.

 8.3 Discipline imposed for either academic or non-academic reasons is implemented on the effective date determined by the program, regardless of whether the resident contests the discipline. The procedures referenced in paragraphs 8.1 and 8.2 above for contesting discipline are mutually exclusive; under no circumstances will a fellow be afforded both the procedures outlined under University policy on Addressing Student Academic Complaints and the procedures set forth in the manual under the provision entitled “Discipline/Dismissal For Non-Academic Reasons.”

 8.4 The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran’s status, or sexual orientation. Harassment based on sex, race or any other ground listed here is a form of discrimination prohibited under this policy. Fellows who believe they have been subjected to discrimination or harassment on any of these grounds are urged to contact their program director or department chair. Complaints also may be pursued through the School of Dentistry Dean’s Office or the University of Minnesota office of Equal Opportunity & Title IX, as set forth in the GME Policy Manual.

 8.5 Fellows who are disqualified from direct contact with patients under the criminal background study required by Minnesota law, Section 144.057, will be dismissed from the fellowship program or have their acceptance revoked if they have not started the program training yet. The fellow may appeal this decision to a panel convened by the Dean of the School of Dentistry, under the terms of the “Academic Health Center Policy on Student Background Checks.” This policy is set forth in the GME Policy Manual.

**9. Commission on Dental Accreditation.**

9.1 The Commission on Dental Accreditation will review complaints that relate to a program’s compliance with the accreditation standards. The Commission is interested in the sustained quality and continued improvement of dental and dental-related education programs but does not intervene on behalf of individuals or act as a court of appeal for individuals in matters of admission, promotion, or dismissal of faculty, staff, or students.

 9.2 A copy of the appropriate accreditation standards and/or the Commission’s policy and procedure for submission of complaints may be obtained by contacting the Commission at 211 East Chicago Avenue, Chicago, IL 60611-2678 or by calling 1-800-621-8099 extension 4653.

**10. HIPPA.** Fellow agrees to comply with Title 45, Section 160-164 of the Code of Federal Regulations ("HIPAA"). When protected health information ("PHI"), as defined by HIPAA, is provided or made available for any purpose, fellow will not use or disclose the PHI other than as permitted or required by state and federal law.

**11. Fellowship Closure/Reduction.** If the University reduces the size of or closes the fellowship program, affected fellows will be notified as soon as possible; and the University will make every effort within budgetary constraints to allow existing fellows to complete their education. In the unlikely event that existing fellows or those newly matched and under contract with the University are displaced by a program closure or reduction, the University will make every effort to assist the fellows in locating another residency program where they can continue their education.

**12. Policy and Program** **Manuals.** Upon signature of this Agreement, the fellow acknowledges having access and agrees to adhere to the GME Policy Manual and the Program Fellowship Manual. For further information on access, see the Program Director.

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| **Regents of the University of Minnesota**By: Name: Keith A. Mays, D.D.S., M.S., Ph.D.Interim Dean, School of DentistryUniversity of MinnesotaDate:  | **Fellow**By: Name:      Title:      Date:  |
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**APPROVED BY FELLOWSHIP**

**PROGRAM DIRECTOR**

By:

Name: Deepak Kademani, D.M.D., M.D., FACS

Title: Associate Professor, Oral and Maxillofacial Surgery

 Program Director

 Maxillofacial Oncologic Surgery and Reconstructive Surgery

 Fellowship Program

Date: