Texas Scottish Rite Hospital for Children
Fellow's Agreement
Department of Orthopaedics

This Fellow's Agreement is made and entered into as of _____ 2023, by and between **Texas Scottish Rite Hospital for Children**, a 501(c)(3) non-profit corporation, (the "Hospital") and _____ (the "Fellow") and contains the entire agreement and understanding between the parties regarding the fellowship program.

The Hospital is dedicated to providing the highest quality health care to the children that it serves and to providing medical education and research that will lead to improvements in children's health care. In accordance with its mission as a teaching hospital, the Hospital sponsors a one-year fellowship program in pediatric orthopedic surgery through an affiliation with the University of Texas Southwestern Medical Center at Dallas ("UT Southwestern" or the "Sponsoring Institution"). The Hospital has selected the Fellow and the Fellow agrees to serve a fellowship at the Hospital upon the following terms and conditions:

I. **Term.** The term of the Fellow's fellowship shall begin on August 1, 2023, and end on July 31, 2024, unless sooner terminated as provided in this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not take effect until Fellow is successfully licensed in the state of Texas and credentialed by the Hospital.

II. **Hospital Policies and Procedures.** The Fellow is subject to all Hospital policies and procedures governing Hospital employees during the term of the fellowship, including the Hospital's Intellectual Property Policy and Substance Abuse Policy. The Fellow acknowledges receiving a copy of the Hospital's Substance Abuse Policy and Intellectual Property Policy as well as the Hospital's Resident and Fellow Supervision, Evaluation and Discipline Policy.

III. **Code of Conduct.** Fellow further acknowledges that the Hospital has a Code of Conduct and related compliance program which is designed to ensure that the Hospital and all of its employees, agents, contractors and anyone with whom it does business complies with applicable federal and state laws and regulations, including, but not limited to, federal and state healthcare fraud and abuse provisions. Fellow hereby agrees to conduct all of Fellow's activities related to this Agreement in accordance with the underlying philosophy, policies and procedures of the Code of Conduct and compliance program and all other applicable Hospital policies and to participate in compliance training as required by the Hospital.

IV. **Compensation and Benefits.** For all services rendered to the Hospital, the Fellow will receive the following compensation and benefits:

A. **Stipend**. The Hospital will pay the Fellow a stipend of $73,170.00 annually, payable biweekly on regular Hospital pay days. All payments are subject to Federal income tax withholding and all applicable taxes as required by law or the Hospital's standard payroll policies and procedures.

B. **Moving Allowance**. To assist the Fellow in relocating and establishing a household in Dallas, the Hospital will reimburse the Fellow up to $2,500.00, with approved documentation of IRS allowable moving expenses incurred.

C. **Health and Dental Benefits**. The Fellow will be eligible for coverage under the Hospital's Health and Dental Plan in accordance with the terms of the Plans, as each may be amended from time to time. The Hospital will waive waiting periods for eligibility. The Fellow may enroll the Fellow and the Fellow's spouse and children in the

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Health and Dental Plan at no cost to the Fellow. The Fellow's spouse and children will not be covered under the Health and Dental Plan unless and until the Fellow enrolls them through the Hospital's Human Resources Department.

D. **Life Insurance**. The Hospital will provide group term life insurance on the life of the Fellow during the term of the Fellowship in an amount equal to one and one-half times the annual stipend provided for above at no cost to the Fellow. However, a portion of the premium cost will be taxable income to the Fellow and will be reported on the Fellow's W-2 Wage and Tax Statement. The life insurance coverage includes an Accidental Death and Dismemberment supplement.

E. **Meals**. The Hospital provides meals in the Hospital cafeteria, free of charge, to the Fellow while the Fellow is on call. The Fellow must obtain a meal pass in the Orthopedics Department to present to the cafeteria cashier.

F. **Uniforms and Laundry**. The Hospital will provide the Fellow with lab coats and scrub suits required for surgery for the Fellow's use during the fellowship. The Fellow will return all lab coats and scrub suits to the Hospital at the end of the fellowship. All scrub suits and lab coats will be laundered by the Hospital laundry at no charge to the Fellow. No laundry service is provided for the Fellow's personal laundry.

G. **Time Away**. During the term of the fellowship, the Fellow may use up to twenty-five (25) days of leave with pay which will include all vacation days, sick days, educational meetings, interviews, depositions, etc. Any days not used will be forfeited at the end of the fellowship. The Fellow must submit all requested time away for approval by the Chief of Staff or his designee.

H. **Educational Meetings and Expenses.** The Chief of Staff or his designee must also pre-approve the Fellow's attendance at any and all educational meetings. The Chief of Staff may approve or deny the request, in his discretion. Fellows may be reimbursed up to a maximum of $3,500.00 for necessary and reasonable expenses incurred by the Fellow in attending approved educational meetings, including travel, food and lodging expenses, which amount includes attendance at the annual meeting of the International Pediatric Orthopaedic Society ("IPOS"), as approved by the Program Director, subject to the Hospital's on-call schedule. The Fellow must make all travel and lodging reservations through the Orthopaedic Department. All expenses must be supported by receipts or other approved documentation. Amounts earmarked for expenses associated with attending the annual meeting of the IPOS may not be used to attend other educational meetings, absent specific written approval by the Chief of Staff.

I. **Compassionate Leave**. The Fellow shall be entitled to compassionate leave in accordance with the Hospital's policies. The Fellow may be granted sick or compassionate leave not covered under the Hospital's policies in the discretion of the Chief of Staff or his designee.

J. **Professional Liability Insurance**. Professional liability insurance will be provided for the Fellow for the term of the fellowship for acts or omissions in the course and scope of the Fellow's fellowship. Those limits and the carrier are subject to change without notice to the Fellow. Fellow agrees to execute any documents required for obtaining or maintaining the insurance described in this paragraph. Fellows are not insured for professional liability for practicing medicine outside the course and scope of the Fellow's fellowship, unless the parties agree otherwise in writing.

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K. **Fair Market Value Compensation/Non-Referral.** The compensation to be paid to Fellow herein is intended to be consistent with fair market value for the Fellowship and related services to be provided by Fellow hereunder and was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the Hospital and Fellow. Fellow acknowledges and agrees that nothing in this Agreement shall require Fellow to make any referrals to the Hospital for general business for the Hospital or otherwise.

V. **Library**. The Hospital provides a medical library for the use of all medical staff, residents, and fellows. The Fellow must check out all library materials through the Medical Librarian. The most recent orthopedic texts are kept in a locked bookcase in the medical staff library, a key to which will be issued to the Fellow. The Fellow must not remove the texts kept in the locked bookcase from the medical staff library.

VI. **Accreditation**. The fellowship program is accredited by the Accreditation Council for Graduate Medical Education.

VII. **Licensure**. Prior to commencement of the fellowship, the Fellow must have satisfied all licensure requirements of the State of Texas. Fellows who hold physician-in-training permits are licensed to practice medicine only as part of the fellowship program and not for "moonlighting" and, therefore, must confine their practice to the fellowship program. Fellows who hold Texas medical licenses may participate in the internal moonlighting opportunity at Texas Scottish Rite Hospital for Children pursuant to a separate contractual agreement, but are not allowed to participate in external moonlighting without the express written consent of the Chief of Staff.

VIII. **Fellow's Duties and Obligations**. The Fellow agrees to perform in a professionally competent manner under the direction of the Chief of Staff and medical staff of the Hospital. As set forth above, the Fellow also agrees to abide by and comply with all Hospital policies and procedures and with medical staff bylaws and rules and regulations. During the term of the fellowship, the Fellow will fulfill the following duties:

A. **General Duties**. The Fellow shall:

(1) participate in patient care by attending clinics, assisting on surgical cases and performing pediatric orthopedic surgical procedures under the supervision of a Medical Staff member, as assigned, and making daily rounds on all inpatients;

(2) participate in educational activities of the Hospital such as case conferences, symposia, and professional educational meetings, as assigned;

(3) prepare conference materials and work on all projects as assigned;

(4) participate in the education of residents, paramedical and technical personnel;

(5) see that a complete history and physical of each patient seen by the Fellow is dictated and included in the patient's chart within the required time period;

(6) dictate, complete and/or sign all medical records, forms, and letters related to patients in whose care the Fellow has participated;

(7) participate in mortality and morbidity conferences and quality assurance activities as assigned;

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(8) participate in on-call coverage at Texas Scottish Rite Hospital for Children as assigned by the Hospital, to be shared with other rotating orthopedic fellows and hand fellows. Call includes holidays if physician's call shift falls on a holiday. Call is typically scheduled for 12 hours or up to 24 hours (if the shift is on a weekend or holiday). While on scheduled call, the Fellow will:

a) be present on Hospital grounds at all times and be available to respond to all pages and, when necessary, contact the appropriate staff physician on beeper call or otherwise provide or coordinate care for patients during such call coverage. This includes responding to instances in which an individual may present to the Hospital seeking emergency services and providing such initial assessment and treatment as may be appropriate in accordance with the Hospital's policies and scope of services;

b) make rounds on the Inpatient Unit on a regular basis to assess all inpatients and be available for on-site care when called on by the inpatient nursing staff;

c) be available to respond to outpatient calls as referred to them by the inpatient nurses which require physician intervention as appropriate to his/her clinical skills; and

d) be available for such other duties as may be assigned by the Hospital from time to time.

(9) abide by all applicable policies, rules and regulations of the Hospital, the Hospital's Fellow Duty Hours Policy, as well as the Accreditation Council for Graduate Medical Education's duty hour's rules.

(10) work with the Medical Staff, Hospital staff and other fellows and trainees to provide a quality, respectful, safe, effective and compassionate environment for the delivery of care and the study of pediatric orthopedics and hand surgery services.

(11) participate in a trauma rotation at Children's Medical Center of Dallas via contractual agreements or arrangements among Hospital, the Pedi-Ortho Health Corporation and UT Southwestern, at which time Fellow will participate in patient care by: (a) attending clinics; (b) assisting on surgical cases and performing pediatric orthopedic surgical procedures under the supervision of a UT Southwestern faculty physician, as assigned; (c) making daily rounds on inpatients; and (d) participating in call, if applicable and approved by Hospital.

(12) participate in other fellowship program activities as reflected in program descriptions, in Hospital agreements with program affiliates or as reasonably related to the program.

B. **Living Quarters**. When on call, the Fellow shall remain in the Hospital building at all times, confer with parents as requested, make appropriate patient rounds, and consult by phone with staff as necessary regarding patients, as further set forth above. The Hospital provides living quarters for use by the Fellow while on call. The Fellow's spouse and children, if any, are permitted to stay with the Fellow in the call room. The Fellow should treat the call room with the same care given to the Fellow's residence. The Fellow's spouse and children, if any (and regardless of age), are not permitted on patient care units or in the surgical suite. Children may not be left unattended by an

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adult while on the Hospital premises.

C. **Dress**. In the operating room, the Fellow will wear a scrub suit and conductive shoes or boots. Otherwise, the Fellow will wear appropriate clothing during working hours, i.e. no shorts or blue jeans.

D. **Absence**. The Fellow must not be absent from assigned duties, except with the approval of the Chief of Staff or his designee.

E. **Medical Records**. The Fellow may not remove medical records, X-rays, or any other confidential patient records from the Hospital premises. Without the express written permission of the Chief of Staff, the Fellow may not remove from the Hospital premises any records made or kept by the Fellow in the course of a research project or otherwise that include confidential patient information from which a patient may be identified.

IX. **No Billing of Patients.** Fellow agrees that he/she will not bill, charge or attempt to collect a fee from patients, third party payors, or any government program for services rendered by Fellow pursuant to this agreement. Any billing and collections for patient care services rendered by Fellow will be conducted by Hospital and Hospital shall retain all such collections. Fellow will comply with all requirements of applicable third party payors, including but not limited to Medicare, Medicaid and private insurers, as such requirements relate to services provided by Fellow. Fellow hereby assigns to Hospital any current and future right Fellow may have from time to time to bill and receive payment from any payors.

X. **Research Activities.** Subject to the Hospital's Intellectual Property Policy and Fellow's confidentiality obligations, Fellowship activities may include participation in Hospital's research activities. As between the Fellow and Hospital, **all** research data, study information (including study design and the names of participating parties) and research results shall be the property of the Hospital, and the Fellow may not disclose to third parties, publish or present on any such information. Attendance at conferences of the presentation of research results is governed by Section IV.H of this Agreement (Educational Meetings and Expenses). Fellows are not obligated or required to participate in presentations of research results following conclusion of the Fellowship. In limited circumstances, and in the sole discretion of the Hospital, the Hospital may reimburse the expenses of a Fellows attending an Educational Meeting to participate in a presentation on research results following conclusion of the on-site portion of the Fellowship if the Fellows: (a) substantially contributed to the research, (b) Hospital medical staff or research staff requests that the Fellow participate or present the research results, (c) the request is approved by the Hospital administration during the Fellowship Term, and (d) the Fellow agrees to participate in the presentation. Reimbursement shall be limited to actual costs incurred in attendance and in accordance with the Hospital Travel policy. No compensation will be provided, including for presentation time or preparation.

XI. **Health Insurance Portability and Accountability Act of 1996 (HIPAA) Requirements.** The Fellow will protect the confidentiality of Hospital's records. Except as permitted by applicable law, no information which would directly or indirectly identify a patient of Hospital may be disclosed by Fellow without the prior written approval by Hospital, *and Fellow shall not remove identifiable patient information from the Hospital premises*. Further, Fellow understands that activities governed by this Agreement are subject to the "HIPAA Rules" which includes the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164, as well as Texas state laws regarding medical records privacy, collectively, (the

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"Privacy Laws"). Fellow agrees to comply with the Privacy Laws and to execute any amendments or documents that may be required by the Privacy Laws, and to assist the Hospital as necessary regarding notification of breaches as described under the Privacy Laws and related guidance. Failure of Fellow to comply with the requirements of this paragraph shall be a material breach of this Agreement.

XII. **Grievances; Due Process**. If the Fellow has any complaints or grievances, the Fellow should proceed in accordance with the Hospital's Resident and Fellow Supervision, Evaluation and Discipline Policy in force and effect at the time of the complaint or grievance (the "Policy"). Fellows may be subject to Corrective Action as set forth in the Policy. Corrective Action, including the appeal of any adverse action, will be conducted pursuant to the Policy.

XIII. **Early Termination.** The Fellow is requested to provide at least four weeks' notice of intent to resign from the fellowship program prior to the expiration of the term of the fellowship. Any violation of this Agreement or of Hospital policies/procedures will be grounds for immediate termination of this Agreement and Fellow's employment with the Hospital without prior notice or counseling and without application of any due process policies. Final termination of any applicable Hospital privileges shall automatically terminate this Agreement. Hospital shall have the right, in its sole discretion, to terminate this Agreement and Fellow's employment if Hospital discontinues the fellowship program for any reason. If the Fellow is terminated or resigns from the fellowship program prior to the end of the term of the fellowship, the Fellow shall not be entitled to any severance pay and shall not be entitled to receive any part of the stipend payable for periods after termination of the Fellow's employment.

XIV. **Debarment/Exclusion:** Fellow represents and warrants to the Hospital that as of the date of this Agreement and at all times during the term of this Agreement, the following shall be true, complete and correct:

(i) Fellow is in compliance with all applicable federal and state laws and regulations, including, but not limited to, federal and state healthcare fraud and abuse provisions;

(ii) Fellow is not a target or subject of a federal or state criminal, civil, or administrative investigation;

(iii) Fellow is not a party to any actual or threatened criminal, civil or administrative action or proceeding concerning a potential violation of federal or state laws including, but not limited to, federal or state healthcare fraud and abuse provisions;

(iv) Fellow is not, and has not previously been excluded, debarred, or suspended from participating in any federal or state healthcare program or other federal or state program;

(v) Fellow is duly licensed as a physician under the laws of the State of Texas, such license and Physician's federal DEA registration are in good standing and neither are being or have been revoked, suspended, terminated or limited in any way; and

(vi) None of the activities described in paragraph XV or XVI below are pending and in the event any event listed in XV or XVI does occur, Fellow will timely disclose such action or event to Hospital in accordance with paragraph XVI. Upon the occurrence of such event, whether or not notice is given to Hospital, Hospital may terminate this Agreement immediately upon written notice to Fellow.

XV. **Compliance with Laws.** During the term of this Agreement, Fellow shall conduct himself or herself in compliance with (i) all applicable federal and state laws and regulations including, but not limited to, the federal Anti-Kickback Statute (42 U.S.C. sect. 1320-7b(b)),

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the federal Stark Law (42 U.S.C. sect, 1395nn), anti-solicitation provisions under the Texas Occupations Code and other applicable federal and state healthcare fraud and abuse laws, (ii) all requirements of third party payors as applicable to services provided by Fellow; and (iii) all policies and procedures of the Hospital including but not limited to those pertaining to professional and ethical conduct and compliance.

XVI. **Duty to Notify.** During the term of this Agreement, Fellow shall promptly, but not to exceed three (3) business days, notify Hospital in writing in the event that Fellow (i) engages in any conduct or activity that results in, or could reasonably be expected to result in, a violation or breach of: (a) any applicable federal and state laws and regulations, including, but not limited to the federal Anti-Kickback Statute, the federal Stark Law, anti-solicitation provisions under the Texas Occupations Code or other applicable and federal and state healthcare fraud and abuse provisions, or (b) the professional and ethical conduct or any compliance policies; (ii) becomes the subject or target of a federal or state criminal, civil, or administrative investigation; (iii) becomes a party to an actual or threatened criminal, civil, or administrative action or proceeding concerning a potential violation of any federal or state laws including, but not limited to, federal or state healthcare fraud and abuse provisions; (iv) is excluded, debarred or suspended from participation in any federal or state healthcare program or other federal or state program; or (v) has his or her Texas medical license or federal DEA registration revoked, suspended, terminated or limited in any way.

XVII. **Disciplinary Actions and Reporting.** Fellow shall give Hospital written notice immediately and, in all cases, no later than three (3) business days, after the occurrence of any of the following events:

(i) any criminal conviction or guilty plea, and any criminal complaint, indictment, or proceeding involving the practice of medicine, moral turpitude, or any felony crime in which Fellow is named as a defendant or co-conspirator;

(ii) whether or not filed in court, any demand, suit, claim, settlement, settlement allocation, judgment, verdict or decree against Fellow relating to Fellow's alleged malpractice or his/her performance of his other professional duties hereunder;

(iii) any disciplinary, peer review or professional review investigation, proceeding, or action instituted against Fellow by any licensure board, hospital, medical school, healthcare facility, professional society or association, third-party payer, peer review or professional review committee or body, or governmental or quasi-governmental agency;

(iv) any investigation or proceeding known to Fellow, whether administrative, civil or criminal, relating to an allegation against Fellow, or any member of Fellow's immediate family of filing false healthcare claims, violating anti-kickback laws, engaging in billing improprieties, or violating any other applicable healthcare fraud or abuse provision;

(v) any allegation, or any investigation or proceeding, known to Fellow, based on any allegation against Fellow, of violating professional ethics or standards, or engaging in illegal or unlawful conduct or other misconduct (of any nature or degree), relating to the practice of medicine or to his/her fulfillment of his/her duties or any unlawful employment practice (*e.g.,* sexual harassment);

(vi) any denial or withdrawal of an application or revocation, suspension or resignation in any state for licensure as a physician, for medical staff privileges at any hospital or healthcare facility, for board certification or recertification, for participation in any third-party payment program (including Medicare or the Texas Medicaid program), for state or federal controlled substance registration, or for malpractice insurance;

(vii) any illness, injury or other condition continuing longer than five (5) business days that, with or without reasonable accommodation, impairs or may likely impair

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Fellow's ability to fulfill his professional duties and/or his contractual duties under this Agreement;

(viii) any diversion of, dependency on, or habitual use of controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening, or monitoring program; or

(ix) any potential conflicts of interest (as defined in Hospital's applicable policies and procedures) that might exist in his or her performance of the duties set forth in this Agreement.

XVIII. **Hospital Confidential Information.** Fellow hereby acknowledges that, during the term of this Agreement, he or she may have personal access to and knowledge of Hospital's information of a proprietary and confidential nature and not otherwise part of the public domain, including without limitation, research and intellectual property, charge information, personnel information, accounting and financial data, computer programs, contractual arrangements, business plans, and budgets relating to strategic planning, marketing, and program or service development activities, other proprietary and confidential information so identified by Hospital to Fellow or which, under the circumstances a reasonable person would consider confidential ("Confidential Information"). Consequently, Fellow further acknowledges and agrees that Hospital has a proprietary interest in such Confidential Information, and that all such Confidential Information constitutes confidential and proprietary information and the trade secret property of Hospital. In that regard, *Fellow agrees that he or she shall not divulge any part of the Confidential Information at any time to any third parties without the prior, written consent of Hospital*. This paragraph shall survive the termination of this Agreement.

XIX. **Change in Laws**. The parties to this Agreement intend for their relationship to be in full compliance with applicable laws and regulations, including all ACGME requirements. To the extent there is a change in law or the reasonable interpretation thereof having the potential to cause this Agreement or the performance of the duties contemplated hereby to violate any applicable law or regulation, the parties hereto shall attempt to revise this Agreement as necessary to comply with such laws or regulations, while preserving the economics of this Agreement to the maximum extent possible.

XX. **Non-Discrimination**. Fellow shall not discriminate against any patient by virtue of their race, ethnicity, sex, sexual orientation, ability to pay or otherwise and Fellow agrees to treat all patients of Hospital consistent with applicable standards of care and all applicable laws, regulations, the Code of Conduct and other relevant policies and procedures of Hospital.

XXI. **Payroll Deduction.** Fellow authorizes Hospital, pursuant to Section 61.018 of the Texas Labor Code, to withhold from any wages to which Fellow may otherwise be entitled all amounts which Fellow may owe to Hospital for any reason, including, without limitation, expenses advanced to Fellow, reimbursement for lost, stolen or damaged property or equipment, and any wages or leave that may be advanced to Fellow by Hospital.

XXII. **Certificate of Completion.** Each Fellow who successfully completes the entire one-year fellowship program will be awarded a certificate of completion. The Fellow will not receive a certificate of completion until the Fellow has returned all Hospital property, such as equipment, keys, library materials, scrub suits, lab coats, etc.; completed all medical records for which the Fellow is responsible; and settled any professional and/or financial obligations to the Hospital.

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XXIII. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflicts of law, and the parties agree that venue for any dispute arising out of this Agreement shall lie in the courts located in Dallas County, Texas.

XXIV. **Assignments**. Fellow may not assign his/her rights or delegate his/her duties under this Agreement, and any assignment or delegation of duties hereunder is void. Except as set forth herein, this Agreement represents the complete understanding between the parties regarding the Fellow's Fellowship with the Hospital, and any amendments to this Agreement must be in writing.

XXV. **Work Authorization**. This Agreement is contingent on the Fellow's ability to obtain and maintain work authorization through United States Immigration, as applicable. Any lapse in the Fellow's work authorization, any requirement for Hospital to remove the Fellow from payroll, or any other interruption in the ability of Fellow to work at the Hospital as a result of immigration status will be considered Fellow's responsibility and the Hospital will have no liability for compensation, benefits, travel or other expenses during or related to such interruption.

FELLOW AND HOSPITAL VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A JURY TRIAL IN ANY COURT ACTION RELATING TO OR CONCERNING HOSPITAL AND ITS EMPLOYEES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS WAIVER DOES NOT FOREGO ANY SUBSTANTIVE RIGHTS HOSPITAL OR FELLOW MAY HAVE. THIS VOLUNTARY AND KNOWING JURY TRIAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, ANY DISPUTES, CLAIMS, OR CONTROVERSIES RELATING TO OR CONCERNING THIS AGREEMENT OR FELLOW'S EMPLOYMENT WITH HOSPITAL.

Signature **Date:** _____

Printed Name: Fellow Name

Robert L. Walker **Date**	**Daniel J. Sucato, M.D.** **Date**
President & CEO	**Chief of Staff**

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