Phoenix Children’s Hospital
Fellowship Agreement
Critical Care Medicine Fellowship Program

This Agreement is between Phoenix Children's Hospital, an Arizona non profit corporation ("PCH") and John Doe, MD ("Fellow"), (Level: PL4).

RECITALS

A. PCH sponsors or participates in a Pediatric Critical Care Medicine Fellowship Program ("Program").

B. The Fellow has completed appropriate educational requirements in a manner satisfactory to PCH.

C. The parties desire to enter into an Agreement whereby PCH will provide to Fellow post graduate medical education and training in its Program, and the Fellow will participate in this training Program as an employee of PCH providing professional services to PCH's patients.

THEREFORE, in consideration of the mutual covenants and promises contained herein, it is understood and agreed between the parties as follows:

COVENANTS

1. Good Faith; Professionalism. The parties acknowledge their respective obligations to fulfill this Agreement in good faith and in so doing to provide a high level of professional service to the individual patients treated.

2. Educational Experience, Environment; Assignments.
   a. PCH will make its best effort to provide a suitable environment for educational experience in a Pediatric Critical Care Medicine Fellowship.
   b. PCH will provide education, supervision, and a work environment in compliance with the Phoenix Children’s Hospital Resident/Fellow Financial Support, Benefits, and Work Environment Policy and the Supervision of Residents and Students Policy. This policy includes:
      1) Appropriate food services 24 hours a day while on duty.
      2) Adequate and appropriate sleeping quarters and bathroom facilities which are safe, quiet, and private.
      3) Appropriate security and personal safety measures at all locations including parking facilities, on-call quarters, and hospital grounds.
c. The content, duration and sequence of assignments will be determined by the Program Director(s) and will provide a balanced series of rotations consistent with training objectives and overall needs of the Program.

d. Fellow will rotate to affiliated services, presently existing or subsequently developed, as determined by the Program Director(s) in accordance with the needs of the Fellow, the Program, and PCH.

3. **Fellow Responsibilities.** The Fellow agrees to:

   a. Perform satisfactorily, as determined by the Program Director(s) and the Medical Education Committee, the usual duties of the respective traineeship;

   b. Comply with the terms and conditions of this Agreement and the policies of PCH and its Medical Staff; and

   c. Complete all medical records as required by PCH policy.

4. **Risk Management and Quality Assurance.** Fellow agrees to cooperate in PCH's risk management and quality assurance programs, including discussions with PCH's insurance and legal representatives, testimony at trials or depositions when necessary, and rendering of such other assistance as may be requested by PCH representatives. This obligation shall survive the termination of this Agreement, and PCH shall pay travel and per diem expenses in connection with such activities requested by PCH, but shall not pay professional fees.

5. **Term.** Employment will commence on the first day of orientation, July 1, 20__, and continue through June 30, 20__.

6. **Schedule.** Regular week day duty hours and a schedule for night, weekend and holiday duty will be established by the Program Director(s).

7. **Salary.** Fellow shall receive an annual salary of $______ payable bi-weekly, commencing with the appropriate date of the month in which this Agreement is effective. Said salary shall be subject to deduction for federal and state income withholding, FICA and any other deductions as may be required by law or authorized in writing by Fellow.

8. **Benefits.** PCH shall provide Fellow with the following benefits:

   a. **Group Term Life Insurance** - In an amount equal to Fellow’s annual salary (to the nearest thousand) at no cost to the Fellow.

   b. **Voluntary Life Insurance** - Fellow may purchase additional term and permanent insurance for self and eligible dependents through the PCH
benefit package.

c. **Group Medical Insurance** - Fellow will have core medical care insurance for self and eligible dependents provided at no cost to the Fellow pursuant to the Phoenix Children’s Hospital Resident/Fellow Financial Support, Benefits, and Work Environment Policy. Fellow will be responsible, however, for deductible and copayments, if any.

d. **Group Vision Insurance** - Fellow will have vision care for self and eligible dependents provided at no cost to the Fellow. Fellow will be responsible, however, for deductible and copayments, if any.

e. **Group Dental Insurance** - Fellow will have core dental insurance for self and eligible dependents provided at no cost to the Fellow. Fellow will be responsible, however, for deductibles and copayments, if any. Fellow may buy up to the Enhanced Benefit Program by paying for the additional cost of the plan to PCH.

f. **Short Term Disability** - 100% pay continuation of salary for short term illness or accident is provided at no cost to the Fellow for up to 180 consecutive calendar days.

g. **Long Term Disability** - PCH will provide Fellow with a policy providing long term disability insurance coverage, the cost of which shall be paid by PCH during Fellow's employment.

h. **Paid Time Off (PTO)/Continuing Medical Education (CME)** - Fellow will be entitled to 28 days annually of paid time off for vacation, personal time off, sick days and holidays; this includes 7 days of paid continuing medical education which are subject to prior scheduling approval by the Program Director(s).

i. **Holiday** - Determined by the Program Director(s).

j. **Meals** - Meals and meal allowances for the Fellow will be provided to the extent set by PCH policy.

k. **Clothing** - White coats will be provided at no cost to the Fellow.

l. **401(k) Investment Plan** - Fellow is eligible to participate in PCH's Section 401(k) Investment Plan on the same terms as offered by PCH to its other eligible employees.

m. **Malpractice Insurance** - Professional liability insurance covering all professional activities performed in connection with the Program will be provided at no cost to the Fellow pursuant to the Phoenix Children’s Hospital Pediatric Resident Financial Support, Benefits, and Work
Environment Policy and the Policy Addressing Residents with Disabilities. Outside "moonlighting" activities and activities not specifically assigned by the Program Director are not covered by this insurance.

9. **Employment Status.** Fellow understands and agrees that Fellow is an employee of PCH and is subject to all employee personnel policies and procedures of PCH except as may be otherwise provided by this Agreement. With respect only to matters involving academic performance, Fellow shall be subject to the due process provisions outlined in the Phoenix Children's Hospital Standards and Procedures for Academic and Resident Discipline Policy for Residents or any successor standards, procedures, or policies applicable to the Program. Should the Program decide to terminate Fellow's employment for poor academic performance, Fellow must be given at least a four (4) month notification of decision to terminate, and Fellow may accordingly initiate a grievance procedure. During such four (4) month period, Fellow, at Program's option, may or may not continue assigned duties. With respect to all matters involving issues other than academic performance, the personnel policies and procedures of PCH (including the provisions on corrective action, termination and grievances) shall govern the employment relationship created by this Agreement, without reference to any limitations on the scope of Fellow's activities which might otherwise be imposed by any facility other than PCH which participates in the Program.

Should the Program for any reason become unable to fulfill its duties in residency training, the Designated Institutional Official and Program Director will attempt to find a suitable program for the currently employed residents according to a procedure defined in the Graduate Medical Education Disaster Policy.

10. **Compliance with Laws.** PCH and Fellow will comply with all federal, state, local, and accrediting laws, rules, and regulations applicable to this Agreement and the Program. These include but are not limited to Medicare conditions of participation, licensure requirements, reimbursement provisions and Joint Commission requirements. Fellow represents and warrants that he or she has not been and during the term of this Agreement will not be (a) convicted of an offense related to healthcare or a felony, (b) listed by a federal agency as debarred or excluded, and (c) declared ineligible by a federal agency for federal program participation.

11. **Compliance with Policies and Procedures.** PCH will establish and maintain policies and procedures applicable to the Program. Fellow and PCH will comply with all applicable PCH policies and procedures including but not limited to the policies and procedures referenced in this Agreement.
12. Breach of this Agreement; Termination from Program. Fellow agrees that failure to conform to the contents of this Agreement shall be grounds for immediate suspension or termination in accordance with PCH policies. Fellow also understands and agrees that if the PCH Pediatric Critical Care Medicine Fellowship Program discontinues Fellow from its Program, this agreement will be terminable immediately at the option of either PCH or Fellow.

PHOENIX CHILDREN'S HOSPITAL, INC  

FELLOW

________________________________________  

Robert L. Meyer  
President and CEO

________________________________________  

John Doe, MD

Print Name

Date __________________________  

Date __________________________