

FELLOWSHIP AGREEMENT
Emergency Medicine

This Agreement is between Phoenix Children's Hospital, an Arizona non profit corporation ("PCH") and {First Name} {Last Name}, {Title} (Level—{Level}).

RECITALS

PCH sponsors or participates in a pediatric fellowship program ("Program") duly accredited by the Accreditation Council for Graduate Medical Education.

The Fellow has completed appropriate educational requirements in a manner satisfactory to PCH. In addition, Fellow must have successfully completed Parts I, II & III of the USMLE or COMPLEX. Documentation of a passing score of each part of the exam must be provided to PCH.

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. 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. PCH will make its best effort to provide a suitable environment for a fellowship experience in Emergency Medicine as defined in the Essentials of Accredited Fellowships, prepared by the Accreditation Council for Graduate Medical Education. The content, duration and sequence of assignments will be determined by the Program Director and will be consistent with training objectives and overall needs of the Program.
3. The Fellow agrees to:
 - a. Perform satisfactorily, as determined by the Program Director and the Medical Education Committee, the usual duties of the respective traineeship;
 - b. Conform to the contents of this Agreement and the policies of PCH and its Medical Staff; and

- c. Complete all medical records as required by PCH policy. In the event Fellow is suspended because of failure to complete medical records, all pay or wages due Fellow will be held by PCH until the suspension is terminated.
4. 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. Employment will commence on {Start Date} and continue through {End Date}. This Agreement will be renewable annually by mutual consent.
6. Regular week day duty hours and a schedule for night, weekend and holiday duty will be established by the Program Director.
7. Fellow shall receive an annual salary of {Salary} 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. 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. Fellow will be responsible, however, for deductible and copayments, if any. Fellow may buy up to the Point of Service Plan by paying for the additional cost of the plan to PCH.
 - 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 Elite 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 personal, portable policy providing long term disability insurance coverage, the cost of which shall be paid by PCH during Fellow’s employment. The policy may be taken with the Fellow upon completion of service; payment arrangements are to be made by the Fellow directly with the carrier.
 - h. Vacation – Fellow will be entitled to twenty-eight (28) vacation days annually with pay subject to prior scheduling approval by the Program Director.
 - i. Holiday - Determined by the Program Director.
 - 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 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. Outside "moonlighting" activities and activities not specifically assigned by the Program Director are not covered by this insurance.
9. 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 PCH / Maricopa Medical Center Pediatric Residency Program Standards and Procedures for Academic and Disciplinary Decisions for Residents or any successor standards, procedures, or policies applicable to the Program. 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.

10. Fellow agrees that failure to conform with the contents of this Agreement shall be grounds for immediate suspension or termination. Fellow also understands and agrees that if PCH / Maricopa Medical Center Pediatric Residency Program discontinues Fellow from its Program, this agreement will be terminable immediately at the option of either PCH or Fellow.

PHOENIX CHILDREN'S HOSPITAL

FELLOW

Robert Meyer
President & CEO
Date _____

{First Name} {Last Name}, {Title}
Date _____