Phoenix Children's Hospital
Employment Agreement
Clinical Child Psychology Doctoral Internship Program

This Agreement is between Phoenix Children's Hospital, Inc., an Arizona non-profit corporation ("PC") and _____("Intern").

RECITALS

A. PC sponsors or participates in a Clinical Child Psychology Doctoral Internship Program ("Program"), which is a member of the Association of Psychology Post-Doctoral and Internship Centers (APPIC) and accredited by the American Psychological Association.

B. The Intern has completed appropriate educational requirements in a manner satisfactory to PC.

C. The parties desire to enter into an Agreement whereby PC will provide to Intern training in its Program, and the Intern will participate in this training Program as an employee of PC providing professional services to PC'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. Qualifications. The Intern acknowledges that during the term of this Agreement, he/she shall satisfy all requirements imposed by PC and/or PC's Medical Staff as required for participation in the Program. In addition and if applicable, PC, in its sole discretion, may delay the effective date of this Agreement or shall have the right to revoke this Agreement in the event the Intern has not obtained employment authorization from the United States Immigration and Naturalization Service (the "INS") or has not entered the United States with a non-immigrant Visa and obtained an I-94 from INS authorizing employment by PC prior to the effective date of this Agreement.

2. 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.

3. Educational Experience, Environment; Assignments.

PC will make its best effort to provide a suitable environment for educational experience in its Program as defined in the Standards of Accreditation of Programs in Professional Psychology, prepared by the Commission on Accreditation by the American Psychological Association ("Standards"). PC will provide education, supervision, and a work environment in compliance with the

Standards and PC policies and procedures.

4. Intern Responsibilities. The Intern agrees to:

   a. Report to work fit for duty (mentally and physically), which means to perform the essential functions, safely and effectively, with or without accommodation.

   b. Perform satisfactorily, as determined by the Program Director(s) and/or PC's Medical Education Committee, the usual duties of the respective internship;

   c. Comply with all of PC's supervision and reporting requirements to assure safe patient care.

   d. Comply with the terms and conditions of this Agreement, the policies and procedures of PC and its Medical Staff, the rules set forth by the Arizona Board of Psychologist Examiners and the American Psychological Association, all applicable standards, laws and regulations, and the established practices, policies and procedures of PC;

   e. Complete all medical records accurately and timely as required by PC policy; and

   f. Be subject to the terms and conditions of PC's Compliance program and Code of Conduct and agree to immediately notify PC or its Compliance Officer of (i) any and all possible instances of non-compliance on the part of PC or any of its employees or agents of which Intern is aware, (ii) any subpoena or other request for information or documents relative to the services rendered hereunder, or (iii) any action taken to exclude Intern from participation in Medicare, Medicaid or other governmental payment programs. The Deficit Reduction Act of 2005 imposes the obligation on all entities that make or receive Five Million Dollars in payments from the state Medicaid program to establish written policies informing employees, contractors and agents of the laws prohibiting the making of false claims, the whistleblower protections available under those laws and how the entity's policies for preventing fraud, waste and abuse in governmental payment programs further compliance with those laws. Intern is hereby informed of such policies, which can be accessed on PC's intranet (InDEx) or by requesting copies from PC's Academic Affairs Office or PC's Office of Business Integrity.

5. Risk Management and Quality Assurance. Intern agrees to cooperate in PC's risk management and quality assurance programs, including discussions with PC's insurance and legal representatives, testimony at trials or depositions when necessary, and rendering of such other assistance as may be requested

by PC representatives. PC will pay reasonable, actual travel expenses in connection with such activities requested by PC in accordance with PC's Employee Travel and Business Entertainment Expense Reimbursement Policy, and subject to prior authorization, but will not pay professional fees or additional compensation. This obligation shall survive the termination of this Agreement.

6. Term. The residency will commence on the first day of orientation, _____ ("Effective Date"), and continue through _____.

7. Offer. PC's offer is contingent upon Intern passing PC's pre-placement requirements, including without limitation, a background check, a drug test and other screenings in accordance with PC's hiring policies. If the Intern does not pass any pre-placement requirement, PC's offer of employment is automatically revoked and this Agreement is null and void. Interns who have been confirmed positive, by the Medical Review Officer, on a pre-placement drug test have no right to appeal or grieve the revocation of this Agreement. Notwithstanding any other provision in this Agreement, by entering into this Agreement, Intern understands that the rights, obligations and commitments set forth herein (including without limitation the payment of the stipend and other benefits as stated herein) applies only to the Term of this Agreement, Interns stated in Section 5 above and does not create any right, entitlement to or guarantee of future employment.

8. Termination. In addition to other bases for termination contained throughout this Agreement, this Agreement may be terminated for the following reasons:

   a. This Agreement may be terminated by the mutual written agreement of the Intern and the Program Director.

   b. This Agreement shall terminate immediately and automatically upon the following:

      1. The Intern is terminated from the Program; or

      2. The Intern is convicted of a felony or an offense related to health care, or is listed by a federal agency as being debarred, excluded or otherwise ineligible for participation in any federal or state health care program.

   c. This Agreement may be terminated upon prior written notice if the Intern fails to comply with or complete the educational requirements of the Program or breaches a material term of this Agreement after the Intern has been provided with written notice specifying the non-compliance or material breach and the remedial efforts which must be undertaken in order to remedy the non-compliance or material breach and Intern fails to cure such non-compliance or material breach, as determined by the Program Director.

d. This Agreement may be terminated by PC upon prior written notice if the Intern fails to comply with any law, regulation or accreditation standard applicable to PC or any PC rule, regulation, by-law, policy, procedure or directive, including those applicable to PC's employees, PC's Medical Staff, including the Code of Conduct, Human Resources Manual, Intern Rules, regulations and policies.

9. Rescission. If Intern fails to report in person at PC on the first day of the Term of Agreement, PC reserves the right in their sole discretion, to void and unilaterally rescind this Agreement.

10. Schedule. Regular week day duty hours will be established by the Program Director(s).

11. Stipend. In consideration of the duties performed under this Agreement, Intern shall receive from PC an annualized stipend of $_____ payable bi-weekly in accordance with PC's normal payroll cycle and payroll policies and procedures. Said stipend 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 Intern.

12. Benefits. Intern shall be eligible to participate in the following benefit plans upon the first day of employment:

a. Group Term Life Insurance – Intern shall receive coverage under PC's group term life insurance program in an amount equal to Intern's annual salary (to the nearest thousand) at no cost to the Intern.

b. Voluntary Life Insurance – Intern may purchase additional term life insurance for Intern and Intern's eligible dependents as part of the PC benefit package.

c. Group Medical Insurance – Intern will receive coverage under PC's core medical care insurance plan for Intern and Intern's eligible dependents at no cost to the Intern other than applicable copayments, coinsurance, deductibles or payment for non-covered services. If the Intern elects not to participate in the insurance plan, a waiver of insurance is signed. The Intern shall thereafter have the option to enroll for such coverage only during the annual open enrollment period.

d. Group Vision Insurance – Intern will receive coverage under PC's vision care plan for Intern and Intern's eligible dependents at no cost to the Intern other than applicable copayments, coinsurance, deductibles or payment for non-covered services. If the Intern elects not to participate in the insurance plan, a waiver of insurance is signed. The Intern shall thereafter have the option to enroll for such coverage only during the annual open enrollment period.

e. Group Dental Insurance – Intern will receive coverage under PC's core dental insurance plan for Intern and Intern's eligible dependents provided at no cost to the Intern other than applicable copayments, coinsurance, deductibles or payment for non-covered services. Intern may purchase the Enhanced Benefit Program by paying the additional cost of the plan to PC. If the Intern elects not to participate in the insurance plan, a waiver of insurance is signed. The Intern shall thereafter have the option to enroll for such coverage only during the annual open enrollment period.

f. Short Term Disability Coverage – PC will provide Intern with 100% pay continuation of salary for short term illness or accident provided at no cost to the Intern for up to 180 consecutive calendar days. If eligible for coverage, Intern will be required to use unscheduled PTO during the seven (7) calendar day waiting period for short term disability in accordance with PC's short term disability plan. In the event Intern does not have enough PTO to cover the waiting period, the remaining portion of the seven (7) days will be considered a leave of absence without pay.

g. Long Term Disability Coverage - PC will provide Intern with a policy providing long term disability insurance coverage, at no cost to the Intern, commencing at the end of the 180 day short term coverage.

h. Counseling Services - All Interns are eligible to access confidential counseling and psychological support services through the PC Employee Assistance Program (EAP) and/or through services that are covered by the medical plan described in subsection (c) above.

i. Clothing - White coats will be provided by PC at no cost to the Intern.

j. 401(k) Investment Plan - Intern is eligible to participate in PC's Section 401(k) Investment Plan on the same terms as offered by PC to its other eligible employees.

k. Worker's Compensation Coverage – Intern will be eligible to receive worker's compensation benefits on the same terms as offered by PC to its employees.

l. Paid Time Off (PTO) – Intern will receive (10) days of PTO per academic year, which will be scheduled on dates and times mutually agreed upon by the Intern and the Program Director subject to the staffing needs of the Department. Intern may also use such PTO for paid sick leave, in accordance with PC's Paid Time Off and Paid Sick Leave Policy.

m. Holiday - Determined by the Program Director(s) and office closure days.

13. Professional and General Liability Insurance Coverage - Professional liability insurance covering all professional activities performed within the scope of the Program will be provided at no cost to the Intern. Outside "moonlighting" activities and activities not specifically assigned by the Program Director are not covered by this insurance.

14. Employment Status. Intern understands and agrees that Intern is an employee of PC and is subject to all employee personnel policies and procedures of PC except as may be otherwise provided by this Agreement. With respect only to matters involving academic performance, Intern shall be subject to the due process and grievance provisions outlined in the Department handbook.

    Should the Program for any reason become unable to fulfill its duties in internship training, the Program Director and/or his or her designee will attempt to find a suitable program for the currently employed Interns.

15. Compliance with Laws. PC and Intern 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. Intern 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.

16. Compliance with Policies and Procedures. PC will establish and maintain policies and procedures applicable to the Program. Intern and PC will comply with all applicable PC policies and procedures, including but not limited to the policies and procedures referenced in this Agreement.

17. Breach of this Agreement; Termination from Program. Intern agrees that failure to conform to the contents of this Agreement shall be grounds for immediate suspension or termination. Intern also understands and agrees that if PC discontinues Intern from its Program, this Agreement will be terminable immediately at the option of either PC or Intern.

18. Governing Law; Venue. This Agreement shall be construed in accordance with Arizona law; any action thereon shall be brought in the state or federal courts located in Maricopa County, Arizona.

19. Amendments. All amendments to this Agreement must be in writing and signed by both parties.

20. Entire Agreement. This Agreement and any and all documents incorporated by reference into this Agreement, contains all the terms and conditions agreed to by the parties related to this Agreement, and no other document or agreement, oral or otherwise, regarding the subject matter of this Agreement

shall be bind any of the parties hereto unless stated or included herein.

21. Severability. Any provision of this Agreement which is determined to be invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof, and all remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties enter into this Agreement:

PHOENIX CHILDREN'S HOSPITAL, INC.	**INTERN**
_____	_____
Vasudha L Bhavaraju, MD Designated Institutional Official Chief Medical Education Officer	Intern Name
Date _____	Date _____