

Date

<<firstname>> <<lastname>>, <<credentials>>

RE: Offer of Resident Physician Position

Dear Dr. <<lastname>>:

Temple University Hospital, Inc., (TUH) on behalf of its Office of Graduate Medical Education, (the “Hospital”) is pleased to offer you a position in its graduate residency program (the “Program”). Temple University Hospital is the sponsor of accredited and non-accredited graduate medical education programs (each a “Program” or “GME Program”), including residency and fellowship programs accredited by: the Accreditation Council of Graduate Medical Education (“ACGME”); the American Society of Health-System Pharmacists (“ASHP”); the Commission on Dental Accreditation (“CODA”); and the Council on Podiatric Medical Education (“CPME”). The terms of your appointment are outlined below:

Program Name: <<program>>

Current Post Graduate Year (“PGY”) Level: <<compensationstatus>>

Appointment Term: Your appointment to the Program starts on <<programstart>> and will end on <<programend>> or continue until you fulfill all of the requirements of the Program, as defined by your program’s accrediting body and TUH GMEC Policies and Procedures (which are incorporated herein by reference), unless terminated sooner. Your completion of or continuation in the Program, including reappointment and promotion to a subsequent PGY level, is based upon the evaluations of your Program Director, Academic performance and the discharge of your responsibilities. Your Program Director shall inform you in writing **no less than 4 months** prior to the end of your current Program year, if your appointment is terminated, or if you will continue in the Program at the same PGY level. If you are eligible to continue in the program, your Program Director will provide you with a letter delineating your level of training in the program and stipend by the end of your current year of training. If you are terminated from the Program or not promoted, you have certain rights. These rights are outlined in the GMEC Policies and Procedures under “*Due Process Appeal Procedure*.” If the primary reason(s) for your termination from the Program is within the last 4 months of your current training year, the Program Director shall inform you in writing as soon as circumstances will reasonably allow. In the event you decide to resign from the Program, you must inform the Program Director in writing **no less than 4 months** prior to the end of your current training year. **IV.C.2.a); IV.C.2.b); IV.C.2.c); IV.C.2.d)**

Eligibility for Specialty Board Examinations: By successfully completing the training program, the trainee will be eligible for Board Certification in the specialty of training. For detailed information on the Eligibility Requirements refer to the Specialty Board website. **IV.C.2.k)**

Financial Support, Vacation and Leave(s) of Absence, Long Term Disability and Other Benefits: Your current stipend is <<compensation>> per annum, less applicable taxes and withholds. Your vacation and leave(s) of absence (to include medical, parental, and caregiver), long- and short-term disability and other benefits, including professional liability insurance and health insurance benefits for you and your eligible dependents, are summarized in the GMEC Policies and Procedures, as may be amended from time to time without notice. This includes timely notice of the effect of leave(s) of absence on the ability of residents/fellows to satisfy requirements for program completion. **IV.C.2.c); IV.C.2.f-j)**

Professional Liability Insurance: For your activities in the Program, the Hospital will secure and maintain professional liability malpractice insurance coverage (including the purchase of tail coverage if the policy is claims made) in a form and in amounts not less than the amounts required by laws of the Commonwealth of Pennsylvania, plus surcharges required by the Pennsylvania Medical Care Availability and Reduction of Error Fund (“MCARE Fund”). This insurance and surcharge will only cover your professional activities provided as a part of the Program. Any insurance or surcharges for professional activities provided outside the scope of the Program, whether provided before, during, or after your participation in the Program is your sole responsibility and includes, in part, moonlighting. In consideration of the Hospital purchasing this insurance, you assign any and all of your rights under the insurance policy to the Hospital including, but not limited to, the authority to control, defend and settle all claims and lawsuits that arise due or related to your participation in the Program. This assignment shall survive the expiration or termination of your appointment. **IV.C.2.f)**

Responsibilities: Your responsibilities, and those of the Hospital, are outlined in the GMEC Policies and Procedures, as may be amended from time to time without notice. **IV.C.2.a)**

GMEC Policies and Procedures: You must review and comply with the various policies and procedures, which may be amended from time to time. These policies and procedures address such matters as, in part, *Position Description (House Staff – Interns/Residents/Fellows in Training); Resident Evaluation and Promotion; Terms and Conditions of Residency Appointment; Leave of Absence, Moonlighting, Resident Clinical Experience and Education, Workplace Harassment & Violence, Drug and Alcohol Free Workplace Policy, Reasonable Accommodations, Residency Reduction and Closure, and Due Process Appeal Procedure. IV.C.2.a; IV.C.2.d)-e); IV.C.2.i)-j); IV.C.2.l)*

Release of Information: The Hospital frequently receives requests and inquiries from you and others, including in part, hospital medical staff offices, medical licensure boards, other residency/fellowship programs, clinical rotation sites, and employers related to your admission, participation in, and dismissal from its residency program, and your criminal history and child abuse clearances. The paragraph below authorizes the Hospital to respond to these requests.

You agree to extend absolute immunity to, and release from any and all liability, the Hospital and its affiliates, their respective, employees, officers, directors, medical staff, agents, and any third parties for any actions, recommendations, reports, statements, communications, or disclosures, whether oral, written or otherwise, involving you and/or related to your admission, participation in, and dismissal from the Hospital’s residency program. This includes, without limitation, matters, inquiries, or letters of reference concerning your professional qualifications, credentials, medical knowledge, clinical competence, character, mental or emotional stability, physical condition, criminal history and child abuse background clearances, ethics or behavior and any other matter that might directly or indirectly have any effect on, or related to, your abilities, education, competence, patient care, participation in another residency program, skills, or the orderly operation of any residency program, educational program, hospital or healthcare facility. This authorization includes the right for the Hospital and its affiliates, and their respective, employees, officers, medical staff, directors, and agents to permit the inspection, provision, or disclosure of any documents, recommendations, reports, statements, or disclosures relating to the above. You also expressly authorize the Hospital to release this information to any third parties and its employees, officers, medical staff, directors and agents upon request.

General Terms and Conditions: Your appointment is also subject to the current general terms and conditions outlined in the GMEC Policies and Procedures, as amended from time to time without notice.

Access to GMEC Policies and Procedures: The GMEC Policies and Procedures can be obtained at <https://tuhs-tuh.policystat.com/> . If you do not have access to a computer, please contact the Graduate Medical Education Office at 215-707-6400 and the policies and procedures will be mailed to you.

If you are in agreement with the above terms and conditions, kindly place your signature in the space provided below and return an original executed copy to Director of Graduate Medical Education at the address listed on this letterhead. If the TUH Office of Graduate Medical Education does not receive a signed original within fourteen (14) days of the above date, this offer will be officially withdrawn and rescinded.

Sincerely,

Susan Coull, MBA
Chief Graduate Medical Education Officer, Temple University Health System
Senior Vice President, Temple University Hospital
Assistant Dean for Undergraduate and Graduate Medical Education, Lewis Katz School of Medicine
ACGME Designated Institutional Official, Graduate Medical Education, Temple University Health System

<<s:sig2_____>>
<<programdirector>>
Program Director

I have read, understood and agreed to abide by the terms and condition outlined above. Furthermore, my signature verifies that I have reviewed the GMED Policies and Procedures and agreed to abide to terms and conditions outlined in the manual, as amended from time to time without notice. I agree to review these policies and procedures for any changes. Any of my questions have been answered to my satisfaction.

<<s:sig1_____>>
<<firstname>> <<lastname>>, <<credentials>>