

PROGRAM LETTER AGREEMENT TERMS AND CONDITIONS – NON-TUH RESIDENTS

Unless a current Resident Affiliation Agreement is in place, each and every Program Letter Agreement (the “Agreement”) entered into by and between Temple University Hospital, Inc. (“TUH”) and any other institution which a non-TUH Resident rotates at TUH (“AFFILIATE”) is subject to the following terms and conditions.

A. SEPARATE REPONSIBILITIES OF TUH AND AFFILIATE

1. Rules and Regulation. AFFILIATE shall require RESIDENTS to abide by TUH’s practices, rules, policies, and procedures.
2. Insurance. AFFILIATE shall provide and maintain Comprehensive General Liability and Professional Liability insurance for itself, its agents, residents, and employees providing services under this Agreement. Such coverage shall be in an amount no less than that required by the Commonwealth of Pennsylvania but never less than \$1m per claim and \$3m in the aggregate. The insurance obligations assumed herein shall survive the expiration or termination of this Agreement. Upon the request of TUH, AFFILIATE shall supply certificates of insurance evidencing such coverage. AFFILIATE shall notify TUH in writing within five (5) business days of receipt of notice of cancellation or reduction of such insurance policy or policies in whole or in part.
3. RESIDENT Supervision. TUH shall arrange for attending physicians who: (a) will supervise the RESIDENT’s patient care activities in accordance with applicable laws and regulations, the requirements of the Accreditation Council for Graduate Medical Education (“ACGME”) and the requirements of TUH; and (b) have and maintain professional liability insurance in the amounts not less than those required by the Commonwealth of Pennsylvania.
4. RESIDENT Evaluations. After a RESIDENT completing his/her rotation at TUH, TUH shall require the attending physicians to complete a written evaluation of the RESIDENT on the forms provided by TUH or mutually agreed upon between the parties. All such forms shall be completed in accordance with the requirements of TUH and the ACGME.
5. Inspection and Observation. TUH shall permit AFFILIATE or its designees to observe RESIDENTS’ activities at TUH at reasonable times. This shall also include agencies charged with responsibility for accreditation of AFFILIATE’s residency programs related to this affiliation or by agencies charged with responsibility for government medical care reimbursement programs.
6. Religious Beliefs. TUH will not require any RESIDENT or any personnel associated with this Agreement to participate in any procedure that is contrary to RESIDENT’s religious beliefs.
7. Work-Safety Rules. AFFILIATE shall provide its employees, any residents and students with appropriate training in its policies and procedures regarding workplace safety, including Federal Standards and the prevention and transmission of blood-borne pathogens.
8. Medicare Cost Report. TUH may include on its Medicare cost reports the time that RESIDENTS are assigned to TUH, to the extent permitted by applicable law and regulations.
9. Billing and Collection for Patient Care Services. TUH and its attending physicians shall have sole responsibility for billing third-party payers, including Medicare and Medicaid, for all patient care services, including, to the extent permitted by applicable laws and regulations, for services provided by TUH’s attending physicians in conjunction with the supervision of the RESIDENTS.
10. Compliance. AFFILIATE shall comply with applicable: (i) federal, state, and local laws, regulations, and executive orders, and amendments thereto, including, but not limited to, OSHA, NRC and CDC regulations, Medicare and Medicaid billing and referral regulations, and the Pennsylvania Department of Health and Pennsylvania Department of Public Welfare regulations; (ii) accreditation standards such as those set forth by The Joint Commission and the ACGME; (iii) requirements imposed under any city, state, federal, foundation or other award, contract, funding, reimbursement, payments policy, or grant; and (iv) TUH’s policies and procedures including, without limitation, its anti-discrimination, compliance, and sexual harassment policies as well as those available at www.templehealth.org.

B. JOINT RESPONSIBILITIES

1. Rotation Schedules. Prior to start of the current term of the Agreement, the parties shall jointly prepare and maintain a rotation schedule including, in part, the number of residents, length of rotation, the type and frequency of on-call duties, and working conditions for RESIDENTS rotating at TUH. All such schedules and working conditions shall be in accordance with TUH and ACGME requirements. The parties may amend

the rotation schedule by written mutual agreement should changes to the rotation schedule become necessary during the course of the year.

2. Indemnification. Each party shall defend, indemnify and hold the other party, their respective trustees, directors, officers, agents and employees harmless, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and character including, without limitation, defense costs and legal fees, suffered or incurred by or asserted or imposed against the party seeking indemnification and resulting from, connected with, or arising out of any negligent or wrongful act or omission of the indemnifying party or any other agent, director, trustee or employee of the indemnifying party. Unless specifically indicated otherwise in the Agreement, the parties shall not assume responsibility for the acts or omissions of the other party. This provision shall survive the expiration or termination of this Agreement.
3. Patient Care Responsibilities. The parties agree that their respective attending physicians, residents, employees and agents have independent discretion to make professional judgments relating to the delivery of health care services.
4. Support. AFFILIATE and TUH shall provide other support and resources deemed reasonably necessary by both parties to carry out the terms of this Agreement.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, agreements or understandings, whether verbal or in writing.
6. Amendments. No amendment or modification to this Agreement shall be effective unless the same is in writing, and signed by both parties.
7. Non-Discrimination. Neither party shall discriminate in the performance of this Agreement because of race, color, religious creed, ancestry, national origin, disability, marital status, age, sex, sexual orientation or on any other basis prohibited by law.
8. Notices. Any notice required to be provided under the terms and provisions of this Agreement shall be in writing, and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or sent by national overnight courier service (e.g., *Federal Express, UPS*) and addressed to the respective party at the address set forth below, or at any such address(es) or person(s) as each may specify by written notice given to the other party in the manner specified herein. Notwithstanding the above, notices may also be provided by personal delivery and shall be effective upon actual receipt.

TUH: President and CEO
Temple University Hospital, Inc.
3401 North Broad Street
Philadelphia, PA 19140

With a copy to: Director of Medical Education
Temple University Hospital, Inc.
3401 North Broad Street
Philadelphia, PA 19140

With a copy to: Office of Counsel
Temple University Health System, Inc.
Attn: Chief Counsel
2450 W. Hunting Park Avenue, 4th Floor
Philadelphia, PA 19129

AFFILIATE: The address indicated on the Agreement

9. Use of Name. No party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval.
10. Agreement Not Exclusive. Unless provided herein, this Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement. This Agreement is not exclusive.
11. Applicable Laws and Assignment. This Agreement shall be deemed to have been made, and shall be construed and interpreted by the courts of, and in accordance with the laws of, the Commonwealth of Pennsylvania, without regard to its choice of law provisions. Nothing contained in this Agreement shall be construed to permit assignment of any rights under this Agreement and such assignment is expressly prohibited. However, TUH shall be permitted to assign its rights and obligations to another person, entity or organization affiliated with Temple University Health System, Inc. or Temple University – Of The Commonwealth System of Higher Education without consent of AFFILIATE.
12. Severability and Waiver. If any clause or provision of this Agreement shall be declared by a court of

competent jurisdiction to be invalid, or the parties determine any clause for provision to be in conflict with any applicable federal, state or local law or regulation, then the remaining clauses or provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect. The waiver of a breach of any of the terms hereof shall not be deemed a waiver of any subsequent breach or default whether of the same or similar nature and shall not in any way affect the other terms hereof. No waiver shall be valid or binding unless in writing and signed by the parties.

13. Proprietary and Confidential Information. Each party agrees that all data, educational materials, medical records, protocols, guidelines, pricing, business strategies, compensation levels, financial information and other proprietary data or trade secrets relating to such party's business generally or relating specifically to the services provided hereunder (together, "Proprietary Information") is and will remain the property of the originating party, and each party and its affiliates agree that they will keep such information confidential and will not, directly or indirectly, disclose such Proprietary Information to any person except as expressly authorized by the party from whom such consent is sought. Each party further agrees that upon termination of this Agreement for any reason, each party will return to the other all Proprietary Information and copies thereof that are in the possession of the other or its affiliates. This section shall survive termination or expiration of this Agreement. This Agreement is confidential and shall not be provided to any third party without the prior written consent of the party from whom consent is sought, unless required by law.
14. Authority of Signatures. Each party represents that it has the authority to enter into and be bound by this Agreement.
15. Books and Records. This section is included herein because of possible application of Section 1861(v)(I)(1) of the Social Security Act (the "Act") to this Agreement. To the extent that this section of the Act is applicable, each party agrees to make available upon written request of the Secretary of Health and Human Services or the United States Comptroller General or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of costs incurred by either party under this Agreement until the expiration of four (4) years after the termination or expiration of this Agreement. If a party carries out any of the duties or obligations contemplated by this Agreement through a contract or subcontract with a value of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such contract or subcontract shall require this same access to the books, documents and records of such contractor or subcontractor.
16. Further Assurances. The parties agree to execute such other documents and to perform all such other and further acts as may be necessary or desirable to carry out the purposes and intent of this Agreement.
17. Sanctioned Persons. AFFILIATE represents and warrants to TUH that it and any of its students, agents, employees, officers, and representatives providing services under this Agreement: (a) are not "*sanctioned persons*" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the System for Awards Management as excluded from Federal Programs; (d) have not been convicted of a criminal offense related to health care; (e) have not been listed on the Commonwealth of Pennsylvania list of Precluded Providers; and (f) are not a debarred or suspended contractor of the Commonwealth of Pennsylvania. AFFILIATE shall immediately notify TUH in the event that AFFILIATE is no longer able to make such representations and warranties. Without limitation to any other rights and remedies under this Agreement, afforded by law, or in equity, TUH may terminate this Agreement, without penalty, with five (5) days written notice, in the event that TUH has determined that AFFILIATE is in breach of this provision.
18. Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement. This paragraph shall be without prejudice to the prosecution of any claims which any of the parties may have against each other and shall not require cooperation in the event of such claims