

PROGRAM LETTER AGREEMENT TERMS AND CONDITIONS –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 TUH Resident rotates (“AFFILIATE”) is subject to the following terms and conditions.

A. RESPONSIBILITIES

1. Rules and Regulation. AFFILIATE shall advise RESIDENTS to abide by AFFILIATE’s written practices, rules, policies, and procedures.
2. Insurance. TUH shall provide and maintain Comprehensive General Liability and Professional Liability insurance for itself, its residents, agents, and employees. Such coverage shall be in an amount no less than that required by the Commonwealth of Pennsylvania. The insurance obligations assumed herein shall survive the expiration or termination of this Agreement. Upon request of AFFILIATE, TUH shall supply certificates of insurance evidencing such coverage.
3. RESIDENT Supervision. AFFILIATE 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) maintain full and final responsibility and authority over patient care. Such supervision shall be provided by AFFILIATE attending physicians who meet the following minimum requirements: (i) valid, unrestricted license to practice medicine in state where the RESIDENT is rotating; (ii) hold a valid controlled substance registration certificate; (iii) eligibility and qualification for provision of physician services under the Medicare and Medicaid programs which includes, in part, that such physician is not presently and at no time been during the conduct of such attending physicians’ practice of medicine been a “sanctioned person” as defined in Section 1128(b)(8) of the Social Security Act; (iv) board certification or Board eligibility in an approved specialty; (v) admitting and appropriate clinical privileges at AFFILIATE; (vi) appropriately trained in a subspecialty when appropriate; (vii) maintain current knowledge regarding documentation for teaching physician services for any physician services for which AFFILIATE may wish to seek reimbursement related to RESIDENTS who rotated at AFFILIATE under this Agreement; and (viii) have and maintain professional liability insurance in the amounts not less than those required by the state where the RESIDENT is rotating but never less than \$1million per claim/\$3million in the aggregate with appropriate tail coverage.
4. RESIDENT Evaluations. Within thirty (30) days of each RESIDENT completing his/her rotation at AFFILIATE, AFFILIATE shall ensure the timely completion of 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. AFFILIATE shall permit TUH or its designees to observe RESIDENTS’ activities at AFFILIATE. AFFILIATE shall permit such inspection at reasonable times of clinical and related facilities of the AFFILIATE by TUH or agencies charged with responsibility for accreditation of TUH’s residency programs related to this affiliation or by agencies charged with responsibility for government medical care reimbursement programs.
6. Religious Beliefs. AFFILIATE 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. AFFILIATE may include on its Medicare cost reports the time that RESIDENTS are assigned to the AFFILIATE, to the extent permitted by applicable law and regulations.
9. Billing and Collection for Patient Care Services. AFFILIATE 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 AFFILIATE attending physicians in conjunction with the supervision of the RESIDENTS. TUH shall have the right to review and copy any such records.

10. TUH Program Policies and Procedures. AFFILIATE shall comply with TUH's applicable policies and procedures for the Program as well as any requirements of the ACGME, including without limitation those related to duty hours.
11. 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 AFFILATE. 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 AFFILIATE and its employees and agents, including in part the attending physicians, have independent discretion to make professional judgments relating to the delivery of health care services and that TUH shall neither have nor exercise control or direction over the manner in which AFFILIATE and its employees and agents, including in part the attending physicians, deliver or supervise the health care services provided to the patients of AFFILIATE. Notwithstanding anything to the contrary, the parties further agree that AFFILIATE, its employees and agents, including in part the attending physicians, shall assume responsibility for the provision and supervision of any medical care provided to patients of AFFILIATE in which each RESIDENT is involved.
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. Furthermore, AFFILIATE shall not discriminate against any otherwise qualified RESIDENTS because of a disability except where accommodation would result in undue hardship to AFFILIATE or fundamentally alter the nature of RESIDENTS' obligations and responsibilities under their program.
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(s) 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