SUMMARY OF TERMS AND CONDITIONS OF THE POST GRADUATE TRAINING AGREEMENT FOR RESIDENT/FELLOW TRAINEE OF UPMC MEDICAL EDUCATION (UPMC ME)

Each Resident/Fellow Trainee appointed and receiving training through UPMC ME must sign a contractual agreement that describes the terms, conditions, obligations and expectations concerning such appointment. The following information provides a summary of significant aspects of that appointment and contractual agreement. UPMC Systemwide benefits and policies are applicable to all UPMC business units including UPMC ME and are subject to change from time to time at the discretion of UPMC.

Appointment Term: The Resident/Fellow Trainee is appointed to the position of Resident/ Fellow of a specific Residency/Fellowship Program of UPMC ME for the maximum term of one academic year. Reappointment is dependent upon Residency/Fellowship Program determination of the Resident/Fellow Trainee's performance during the appointment term as being at least satisfactory.

Policy and Regulatory Compliance: This appointment is subject to and contingent upon compliance with UPMC and UPMC ME Policies and Procedures, as well as any rules and regulations promulgated under those policies and any applicable federal, state, and local laws and regulations. Please see UPMC ME MedHub for more information.

Residency/Fellowship Program: UPMC ME will provide a training program consistent with the Program Requirements of the Accreditation Council on Graduate Medical Education (ACGME), or similar requirements of the Council of Dental Accreditation (CODA), the Council on Podiatric Medical Education (CPME), the American Society of Health-System Pharmacists (ASHP), or other applicable accrediting body.

RESIDENT/FELLOW TRAINEE RESPONSIBILITIES

Program Services: The Resident/Fellow Trainee will perform the services required by the training program, under the supervision of the Program Director and Residency/Fellowship Program faculty and at a level of achievement consistent with the standards set by the Residency/Fellowship Program.

Licensure Compliance: The Resident/Fellow Trainee will always act in conformity with applicable federal, state and local laws and regulations applicable to the practice of medicine and operation of medical facilities, and all UPMC and UPMC ME policies.

Rotation or Educational Experience: While assigned to a rotation or educational experience at affiliated hospitals or participating sites, the Resident/Fellow Trainee will comply with the policies and regulations in effect at the affiliated hospitals, specifically including without limitation HIPAA and other patient confidentiality laws, as well as all UPMC and UPMC ME policies.

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Medical Records: The Resident/Fellow Trainee will complete in a timely fashion the medical records that are his/her responsibility.

Defense of Claims: The Resident/Fellow Trainee agrees to cooperate with the investigation and defense by UPMC ME or its insurance carrier of any incident, claim or lawsuit which may arise in connection with patient care activities taking place during the term of this appointment, whether or not the Resident/Fellow Trainee is a named defendant. In the event that the Resident/Fellow Trainee is served with a summons or a subpoena pertaining to UPMC ME, or any of its affiliated entities or its other respective officers or employers, they will promptly notify the UPMC ME Office or the UPMC Risk Management Department. These obligations will survive the expiration or termination of the Resident/Fellow Trainee's appointment with UPMC ME.

Separate Employment/Moonlighting: The Resident/Fellow Trainee is required to notify their Program Director in advance of any proposed employment outside of the UPMC ME Residency/Fellowship Program, and the number of hours devoted to such employment. The Resident/Fellow Trainee is prohibited from working additional hours as a physician rendering patient care services elsewhere without prior written approval from their Program Director, or if such separate employment would cause them to exceed the maximum number of work hours permitted by UPMC ME's policy on Clinical and Educational Work Hours and the Accreditation Council for Graduate Medical Education (ACGME) or other accrediting body regulation as applicable. Any failure to comply with this provision will be deemed a material breach of this UPMC ME Postgraduate Training Agreement and may cause the Resident/Fellow Trainee to be subject to disciplinary action. Any Resident/Fellow Trainee training under a J-1 Exchange Visitor visa sponsored by ECFMG shall refer to the UPMC ME policy on Resident/Fellow Visas as it pertains to potential additional compensation.

Pre-employment Responsibilities: The Resident/Fellow Trainee must satisfactorily complete a pre-employment test to rule out the use of non-approved substances under applicable UPMC policies and practices supporting a drug and alcohol-free work environment. The Resident/Fellow Trainee must also satisfactorily complete employment, reference, criminal history, child abuse and other standard UPMC background checks under applicable UPMC policies and practices.

FINANCIAL SUPPORT AND BENEFITS

PGY- Financial Support: The Resident/Fellow Trainee's annual financial support can be found on the UPMC ME website for the specific PGY appointment each appointment year and will be payable through direct deposit into the Resident/Fellow Trainee's bank account. If the Resident/Fellow Trainee accepts an assignment during which they are supported financially or paid by another institution, a grant, or a fellowship, etc., they will not receive financial support from UPMC ME for that period.

Health and Dental Insurance: The Resident/Fellow Trainee is eligible to enroll for individual or family health insurance programs offered under the UPMC ME group plans including medical, dental, vision and pharmacy coverage. The health insurance benefit begins upon the

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Resident/Fellow Trainee's first recognized day of training in the residency/fellowship program. The Resident/Fellow Trainee will pay any applicable premiums by payroll deduction.

Short Term Disability: Benefits are available for a maximum of 26 weeks of total disability

Long Term Disability: Long-term disability insurance is available after the short-term disability is exhausted at 26 weeks. The program provides a monthly benefit of 60% of the UPMC base salary, up to a maximum of $3,500 per month. Coverage becomes effective on the first day of the month following employment.

Life Insurance: The Resident/Fellow Trainee is provided basic term life and accidental death and dismemberment (AD&D) insurance coverage equal to 1.5 times the Resident/Fellow Trainee's UPMC base annual salary. (The Resident/Fellow Trainee may purchase additional coverage and also may purchase coverage for eligible family members.

Professional Liability Insurance: UPMC ME will obtain and maintain professional "malpractice" liability insurance that will cover authorized services within the teaching programs performed at UPMC ME or at other institutions in which the Resident/Fellow Trainee performs services as part of the formal teaching program to which they are assigned. Such insurance shall insure Resident/Fellow Trainee for claims arising from clinical events or alleged clinical conduct that occurred during the term of this Agreement. The amounts of such insurance shall, at minimum, meet the statutory requirement of the State of Ohio, but in no event be less than $1,000,000 per claim and $3,000,000 annual aggregate. Where such approved domestic or international elective rotations occur beyond UPMC system facilities, UPMC operates under the "Home Host" principle where the receiving/home host institution is expected to provide appropriate professional "malpractice" liability insurance coverage for the UPMC ME Resident/Fellow Trainee. Exceptions for justifiable cause will be considered on individual case basis by UPMC ME as part of the rotation review and approval process managed by UPMC ME.

Savings Plan [Retirement Plan]: The Resident/Fellow Trainee is permitted to contribute to the Savings Plan on a pretax, Roth and/or after-tax basis up to the annual IRS limits. UPMC ME matches a portion of your contributions.

OTHER BENEFITS

The Resident and Fellow Assistance Program (RFAP) provides a confidential resource to Resident/Fellow Trainees who may be experiencing personal problems. The RFAP will help to identify and explore alternative solutions to problems that may be emotional, financial, legal, and marital or substance related.

LEAVE OF ABSENCE POLICY

Each Program Director serves as the key resource on specialty board examinations and materials for application and preparation. Therefore, the Program Director should be contacted by the Resident/Fellow Trainee to confirm the effect that a leave of absence, for any reason, will have on their ability to satisfy criteria for completion of the residency or fellowship program and

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eligibility for specialty board examination. Resident/Fellow Trainees granted leave shall be responsible for making up the leave time in terms of maintaining their satisfactory performance and program progression, as determined by the Program Director and documented via the Leave of Absence Attestation Form and/or other supporting written documentation outlining the program extension time. A leave of absence may result in an extension of the total length of the time required to complete the training program. All leaves will be processed in accordance with the UPMC and UPMC ME Policies and Guidelines on leave such as Family and Medical Leave of Absence (FMLA), Personal Leave of Absence (PLOA), Administrative Leave of Absence, Paid Parental Leave of Absence, Paid Time Off (PTO) and Trainee Leave of Absence (TLOA), as applicable.

Paid Time Off (PTO):

UPMC ME recognizes the need for Resident/Fellow Trainees to receive paid time off (PTO) for vacation, sickness and professional leave. At the outset of each training level, a Resident/Fellow is provided a minimum of 4 weeks of PTO. In order to ensure the delivery of quality patient care, UPMC ME requires advance scheduling of time off whenever possible. As each respective Residency/Fellowship Program has specific program requirements for completion of the Residency/Fellowship Program and eligibility for specialty board examinations, additional PTO may be determined by each respective Program Director and vary by Residency/Fellowship Program, Department and Hospital. In addition to UPMC ME policy, each UPMC ME Residency/Fellowship Program will maintain its own written guideline outlining the annual PTO allotment for each resident and fellow. The Program Director or designee may, at its discretion, place restrictions on the scheduling and use of PTO.

RESIDENCY/FELLOWSHIP PROGRAM GENERAL OVERVIEW

Residency/Fellowship Program Credit: Credit for completion of the program year and certification of completion of a terminal program year is contingent upon satisfactory performance, in accordance with the requirements of the Resident/Fellow Trainee's Residency/Fellowship Program.

Disciplinary Action/Probation Suspension or Termination: The Resident/Fellow Trainee may be placed on probation, suspended or have his/her appointment terminated by UPMC ME, for breach of the terms of the UPMC ME Postgraduate Training Agreement by the Resident/Fellow Trainee. Any such suspension or termination will be carried out in accordance with UPMC ME procedure.

Grievances Appeals and Discipline: If a Resident/Fellow Trainee feels that they are being treated in a manner that is inconsistent with the treatment of other Resident/Fellow Trainees, and feels that the matter cannot be resolved within the structure of their department, they may elect to seek assistance through the UPMC ME Office.

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