

AGREEMENT

This agreement (Agreement), effective on January 18, 2008 by and between The New York Hospital Medical Center of Queens, a New York not-for-profit corporation licensed pursuant to New York Public Health Law Article 28, having its principal location at 56-45 Main Street, Flushing, NY 11355-5095 and the National Taiwan University Hospital, having its principal location at Number 7 Chung-Shan S. Rd., Taipei 100, Taiwan, R.O.C.

WHEREAS, both institutions are committed to the education of health professionals, including medical residents ("Residents"); and recognize that clinical experience in a hospital setting constitutes an important part of the curriculum; and

WHEREAS, both institutions have an accredited program for the education and training of Emergency Medicine Residents, and desires to affiliate with each other for the purpose of providing clinical experience to each institution's Residents; and

WHEREAS, each institution has qualified, licensed professionals, and appropriate clinical facilities for Resident instruction and is willing to make it's facilities available for this purpose pursuant to the terms of this Agreement;

NOW THEREFORE, both facilities jointly agree as follows:

- ❑ Each institution shall maintain sole responsibility for the accreditation of it's Program, including but not limited to the planning, programming, administration, selection, assignment and supervision of Residents in the program, and the requirements for matriculation, grading, and graduation. Not later than 45 days prior to the beginning of each Program term, each facility shall provide the other with a list containing the names of all faculty members from their respective institutions, as well as the number of Residents eligible to participate in this educational exchange program and the days and hours of their expected assignments.
- ❑ Each institution shall provide the other on a timely basis with all documents necessary

for review of the Residents' credentials in compliance with the accepting Hospital's rules and regulations. Each hosting facility shall be solely and exclusively responsible for verifying the authenticity and accuracy of all such credentialing information.

- ❑ Each facility shall ensure that residents attending this rotation have such physical examinations, tests, treatments, etc. as are necessary to assure that they are not in an infectious state of any communicable disease. Each facility shall affirm in writing, to the satisfaction of the other, that all faculty and Residents are in good physical and mental health, and that they are competent to participate in the rotation, as evidenced by completion of the attached **Health Assessment Form**, which shall be completed and submitted prior to beginning the rotation. Each facility shall be responsible for notifying the other immediately if any faculty or Resident is unable to continue in the Program for any reason.
- ❑ Each Program shall ensure that clinical faculty are qualified to provide the level of training and supervision required as part of their Program requirements, and insure that the academic preparation of the Residents assigned to the Hospital is in keeping with the objectives and requirements of the Program, and maintain accurate records of those participating in the Program. A Program faculty member shall be available to be on-site at all times when the Residents are at the Hospital in connection with the Program. Neither faculty or Residents shall be in patient care areas of the hosting hospital at hours other than those specifically agreed to by each party, nor shall Residents perform any clinical services or activities at the hosting hospital unless accompanied by or in the presence of authorized personnel or a program faculty member.
- ❑ Each facility shall be responsible for communicating to its faculty and Residents the confidentiality of patient records and information, and require compliance by faculty and Residents with host Hospital rules and regulations, as provided for this purpose. In addition, each hosting hospital shall ensure all faculty and students are educated in the confidentiality requirements surrounding HIV-related information in accordance with the relevant laws and regulations of the host hospital's country, including but not limited to Blood borne Pathogen, Tuberculosis, and/or other infectious diseases.

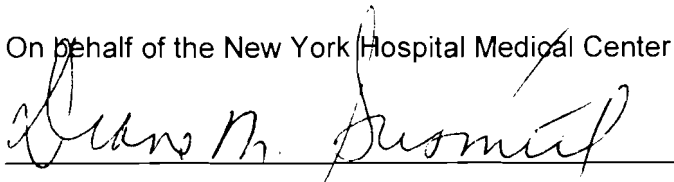
- ❑ Each hosting hospital shall provide visiting faculty and students with reasonable orientation about the host hospital.
- ❑ Each hosting hospital shall immediately remove from the Hospital, any Resident or faculty member who, in the sole judgment of the hosting Hospital, fails to obey the Hospital's policies, procedures, rules and regulations as communicated to such Resident or faculty, or whom the Hospital, in its sole judgment, deems to be a threat to the safety or welfare of patients or to the efficient operation of the Hospital. The Hospital shall provide written notice of such removal to the Program director at the other facility and removal shall be effective upon receipt of said notice, provided however that when such removal is made for reasons relating to the safety or welfare of patients, no written notice shall be necessary and removal shall take place immediately. The Resident or faculty member, as applicable, may be permitted to return to the Program at the Hospital when and if the problem is resolved to the mutual satisfaction of both parties.
- ❑ Each facility shall agree to indemnify and hold harmless, the other facility's trustees, officers, medical staff, employees and agents from any and all claims, damages, losses, expenses, including any personal injury or illness sustained through participation in this program.
- ❑ Each facility shall designate a person who will be responsible for the coordination and implementation of the Program at their facility and who shall participate in joint planning of the Residents' clinical experience at the Hospital.
- ❑ Each facility shall provide appropriate clinical supervision for faculty and Residents participating in the Program. The host Hospital retains sole authority and control over all aspects of patient care, and shall, in its sole discretion, designate those patients or categories of patients to whom faculty and Residents may be exposed.
- ❑ Each host facility shall evaluate resident's performance at mid-term and/or after completion of the Program on forms provided by or acceptable to each.
- ❑ The host Hospital shall provide faculty and Residents with emergency medical care for

injury or illness occurring at the Hospital while engaged in this Program, in accordance with established Hospital policies and procedures. The sending Hospital shall assure that faculty and Residents are covered under accident and health insurance policies to cover accidents, injuries or illnesses occurring in the course of the Program at the host Hospital.

- ☐ Under no circumstances shall any faculty member or Resident be considered to be an employee of the host Hospital while participating in the Program pursuant to this Agreement. No faculty or Resident shall be entitled to any payment or other consideration from the host Hospital in the nature of compensation, salary, benefits under workers' compensation or disability benefits under any law, by reason of participation in the Program or any accident, injury, illness or occurrence arising from or relating to his or her participation in the Program.

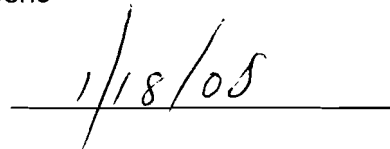
Accepted and Agreed to:

On behalf of the New York Hospital Medical Center of Queens



Diane S. Sixsmith, MD

Chairperson, Department of Emergency Medicine



Date

On behalf of the National Taiwan University Hospital

Shyr-Chyr Chen, MD, MBA

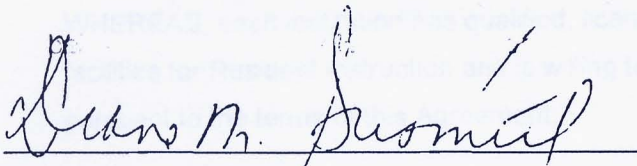
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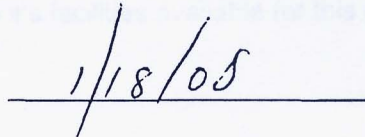
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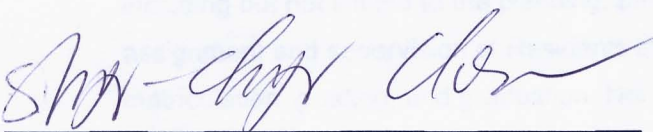


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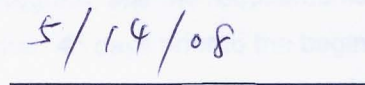


Date



Shyr-Chyr Chen, MD, MBA

Chairperson, Department of Emergency Medicine



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