2011-2012 Resident Physician Contractual Agreement
Conemaugh Valley Memorial Hospital

THIS AGREEMENT, entered into July 1, 2011, by Conemaugh Valley Memorial Hospital, a non-profit corporation with a business address of 1086 Franklin Street, Johnstown, PA, 15905 (hereinafter referred to as "MMC" [Memorial Medical Center]) and **«FirstName» «LastName», «MDDO», «PGY» «Program»** Resident (hereinafter referred to as "Resident").

WHEREAS, MMC has established an accredited clinical training program in graduate medical education, (hereafter referred to as "Program"); and

WHEREAS, it is in the best interests of the public and MMC's patients to assure the performance of the respective obligations of the parties; and

WHEREAS, the parties mutually agree that quality healthcare, along with supervised graduate medical education, is a priority of the parties; that there is a need for flexibility within the working relationship of the parties; and that an understanding of the rights and responsibilities of both parties is important at the onset of and throughout their relationship,

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and agreements set forth herein, AND WITH INTENT TO BE LEGALLY BOUND HEREBY, the parties hereby agree as follows:

I. PROGRAM DESCRIPTION AND TERM OF AGREEMENT

1.1 Duration of Program/Term. This Agreement and corresponding Resident participation in the Program shall become effective on July 1, 2011, and shall remain in full force and effect until June 30, 2012, or at the conclusion of the residency program year; unless it is terminated sooner in accord with the terms hereof and applicable GME rules and regulations, or as the result of the death of Resident.

1.2 Graduate Medical Education Program Specialty. «Program»

1.3 Level of Training. «PGY»

II. COMPENSATION AND BENEFITS

2.1 Compensation. Resident shall receive annual compensation as described in Exhibit A, attached hereto and incorporated by reference herein.

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2.2 **Benefits.** Resident shall receive the benefits mandated by law; including, but not limited to, workmen's compensation coverage, as well as the additional benefits as more fully described in Exhibit A, attached hereto and incorporated by reference herein.

2.3 **Professional Malpractice Liability Insurance.** Resident shall receive professional malpractice liability insurance coverage for MMC-related activities that are provided by Resident within the scope of the responsibilities pursuant to the provisions of this Agreement. Resident will continue to be covered for MMC-related activities Resident provided while enrolled in the Program, even after Resident completes and/or leaves the Program and MMC.

III. OBLIGATIONS OF HOSPITAL

MMC agrees to:

3.1 **Environment of Training.** Provide an educational program in graduate medical education and graduate clinical training that meets the standards in effect of the "Essentials of Approved Residencies" as adopted by the Accreditation Council of Graduate Medical Education (ACGME) and Accreditation Standards of the American Osteopathic Association (AOA) for a residency in **«Program»** and as the same may be amended from time to time. Provide GME policies that address pertinent aspects of resident development and support.

3.2 **Resident Involvement.** Hospital shall facilitate involvement of Resident in appropriate Hospital committees or councils addressing patient care issues.

3.3 **Designation of Director.** Hospital shall designate a director ("Program Director") and his/her designee to serve as person or persons responsible for the implementation of this Agreement and for the overall supervision of Resident.

3.4 **Impairment or Substance Abuse Education.** Hospital shall provide Resident with an educational program regarding physician impairment, including substance abuse. Hospital shall inform Resident of, and make available, GME Policy #19 Resident Impairment and Substance Abuse, which is based on Hospital's written policies for handling physician impairment, including impairment related to substance abuse.

3.5 **Non-Harassment.** GME Policy #13 Resident Non-Harassment outlines faculty responsibility, reporting, corrective measures, and methods to educate about and prevent and correct sexual harassment.

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3.6 **Evaluation.** Provide to Resident a semi-annual written evaluation of Resident's work and performance by Program Director or designee. Evaluations may be made more frequently and may include objective testing methods, direct counseling, and corrective action plans.

3.7 **Compensation and Benefits.** Hospital shall provide Resident with compensation and benefits as described in Paragraph II.

3.8 **Grievance Procedures.** Hospital shall provide Resident with a process to resolve a grievance. A grievance shall be defined as a claim or dispute by Resident against MMC concerning the interpretation or application of Resident Agreement, rules, regulations, or written policies of MMC affecting Resident, the treatment of Resident in the Program, and/or the evaluation of Resident's performance while in the Program.

(a) Appeal of Grievances or Adverse Actions. Procedures for implementing the appeal of a grievance or adverse action are set out in the GME Policy #11 Resident Appeal of Adverse Action or GME Policy #12 Resident Grievance (as applicable). Policies are detailed in the Resident Handbook and in the GME section of the Conemaugh website. The Resident Handbook is provided to each trainee at Resident Orientation.

(b) GME Specific Policies. Resident acknowledges that these grievance resolution procedures replace completely any processes which may otherwise be available to employees of MMC.

3.9 **Resident Fatigue.** Resident will be provided with education about fatigue and sleep deprivation when Resident begins Program and annually thereafter. A section addressing Fatigue and Sleep Deprivation is included in GME Policy #06 Resident Duty Hours. The Duty Hours Policy complies with the ACGME/AOA guidelines for resident duty hours.

3.10 **Making Up Leave Time.** Resident is informed and acknowledges that additional training after a leave of absence may be needed for successful completion of Program and/or Board Certification requirements. The amount of sick leave, leave of absence, or disability time that will prolong the training time for Resident shall be determined by Program Director and the requirements of the pertinent RRC and/or certifying Board (GME Policy #15 Making Up Leave Time).

IV. OBLIGATIONS OF RESIDENT

4.1 **MMC Bylaws, Rules, Regulations and Policies.** To comply with the bylaws, rules, regulations, and policies of MMC at all times during the term of this agreement and any amendments thereto, all as may be adopted or approved from time to time by the Governing

DRAFT

Council, Medical Staff, Board of Trustees, or Administration of MMC, and/or any other duly authorized source, including but not limited to:

(a) MMC Bylaws and Policies;

(b) MMC Medical Staff Bylaws and Rules and Regulations;

(c) All other policies, rules, and regulations of MMC; and

(d) Medical Staff Standards of Accreditation of Hospitals.

4.2 **MMC Mission.** To accept and respect the mission of MMC and its values of service excellence and to abide by MMC's business conduct principles and the behavioral expectations articulated in MMC policies.

4.3 **Training Requirements.** To fulfill the educational and clinical requirements of the graduate medical education training for Program specified above, and to complete the training cycles within the time allotted. Except for personal emergency medical situations, absence from Program for any reason must be approved in advance by Program Director. Following any personal medical absence, Resident shall complete a Return to Work Evaluation according to MMC's Policy.

4.4 **Patient Care.** To provide safe, effective, and compassionate patient care whenever assigned or assumed;

4.5 **MMC and GME Policies.** To be subject to MMC employee and GME policies and procedures unless specified to the contrary in this agreement.

4.6 **Commonwealth of Pennsylvania License.** To obtain in advance and maintain an appropriate Commonwealth of Pennsylvania medical license required for the participation in the educational or clinical programs hereunder, and to notify MMC in writing immediately if any such licensure is not renewed is revoked or otherwise restricted.

4.7 **Immigration Requirements.** To comply, obtain, and maintain all legal requirements of the immigration and qualification requirements for International Medical School Graduates, if applicable.

4.8 **Documentation.** To appropriately and timely document care rendered as needed by continuity of care and for billing purposes and to dictate and authenticate reports of the history and physical and discharge summary in accordance with the Medical Staff Bylaws and Rules and Regulations or be otherwise subject to penalties that may include reduction of privileges, suspension, termination, or failure to receive a certificate at completion of Program.

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4.9 **Assignments.** To follow the on-call schedule established by Program with the understanding that hours may vary depending upon medical needs of the clinical service(s) to which Resident is assigned. Program on-call shall typically be scheduled on the average of once every three (3) nights, and duty hours will average no more than 80 hours a week over a four-week period. Further specifics are outlined in the GME Policy #06 Resident Duty Hours and as specified in Resident Duty Hours Requirements of the ACGME and AOA. MGE Policy #06 is contained in the Resident Handbook and is accessible in the GME section of the Conemaugh website.

4.10 **Pre-Employment Physical.** To submit to a post-offer, pre-employment physical examination at the Employee Health Office on or prior to commencement of work under this Agreement, and to have the results of said examination verify that Resident has no conditions that would preclude Resident from working in a drug-free workplace or from performing the duties and obligations of Program. Should Resident fail any aspect of the examination, this agreement shall be void.

4.11 **Accommodations/Special Needs.** Notify Program Director immediately if accommodations are needed to perform any of the essential job functions of the Program (GME Policy #30 Accommodating Residents with Disabilities-EOE).

4.12 **Malpractice Claims.** To cooperate and participate in the defense of any claims arising out of actions taken during residency training and other activities at or assigned by MMC. This obligation continues after Resident has left Program and is not limited to claims in which Resident had direct involvement or knowledge.

4.13 **Courtesy and Respect.** To demonstrate courtesy and respect to patients, families, nursing personnel, and other personnel associated with MMC.

4.14 **Confidentiality.** To comply with provisions set forth by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and endorsed by MMC in conjunction with guidelines set by the ACGME and AOA.

V. OUTSIDE EMPLOYMENT ("Moonlighting")

5.1 Resident, with either a temporary license or any type of visa, is not permitted to undertake patient care activities or other employment outside Program. Other Residents may be allowed outside employment only if prior written approval from Program Director is obtained, and this may be withdrawn or modified if Program Director believes such outside activity is interfering with assigned duties or obligations as set forth in the GME Policy #21 Resident Moonlighting. The approval and extent of acceptable off-duty employment is wholly within the discretion of and is defined as in GME Policy #21. The MMC-provided professional liability insurance

DRAFT

coverage does not include any outside employment, and a condition of Program Director's approval of such activity may include proof of the existence of liability coverage.

VI TERMINATION

6.1 MMC may terminate this Agreement at any time for cause, effective upon receipt of written notice by Resident. Cause shall include; but not be limited to, the occurrence of any of the following events as determined by Department Chairman in consultation with Program Director:

(a) Neglect of duty; including, but not limited to, violation of MMC Bylaws, Medical Staff Bylaws, Rules and Regulations, or any policies, procedures, rules, and regulations of MMC;

(b) Commission of an act of misconduct, including fraud or dishonesty, determined to render Resident professionally unfit to practice medicine;

(c) Professional incompetence, inability to practice medicine with reasonable skill and safety to patients;

(d) Professional incompetence, inability to practice medicine with reasonable skill and safety to patients by reasons of use of alcohol or drugs;

(e) Resident's failure by omission or commission to perform the services specified in this Agreement or the usual and customary duties of Resident, as reasonably determined by Resident's Department Chairman and/or MMC's Chief Executive Officer;

(f) Conduct prejudicial to the best interests of MMC;

(g) Failure to obtain or maintain an appropriate professional license, or debarment from any federally funded health program;

(h) To comply, obtain, and maintain, all legal requirements of the immigration and qualification requirements for International Medical School Graduates, if applicable;

(i) Failure to pass USMLE Step 3 or COMLEX 3 by December 31 of the second year of residency training. An exception to this rule occurs if Resident holds an unrestricted license in a US State or Territory that is approved by the PA State Board of Medicine for issuing a continuing license without USMLE 3 (e.g. Puerto Rico).

(j) Demonstrated failure to maintain an appropriate professional attitude and behavior toward patients and staff; or

(k) Conviction of Resident of any crime punishable as a felony.

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6.2 **Licensure.** This agreement shall terminate automatically upon Resident's failure to obtain or maintain licensure for the practice of medicine by the Commonwealth of Pennsylvania, immigration status required by law, or failure to qualify for the professional liability insurance coverage provided by MMC.

6.3 **Notice.** Resident may terminate this Agreement upon thirty (30) days prior written notice to MMC but only for a material breach of provisions of the Agreement by MMC or the failure of MMC to provide a graduate medical education and graduate clinical training program in the above-specified Program that meet the standards of the "Essentials of Accredited Residencies" in effect from time to time as adopted by the ACGME. Resident agrees to give at least one hundred and twenty (120) days written notice of his/her intent not to seek renewal of this Agreement. During the 120 day period, Resident shall consult with Program Director as to the reasons for non-renewal. Program Director shall assist Resident in resolving any issues at MMC which may be contributing to Resident's decision. If such notice of non-renewal is not provided by Resident, it may result in disciplinary action which may include probation for unprofessional behavior, legal action, and Resident may be reported to the Resident's Specialty Board.

6.4 **Appointment Length.** MMC's appointment of Resident shall be for a one-year term, and reappointment to a subsequent year of residency shall require MMC's consent as evidenced by the execution of a new agreement. Resident reappointment will be based on performance that is satisfactory or above and the final decision rests with Program Director (GME Policy #05 Resident Promotion). Should a decision be made not to reappoint Resident to a subsequent year of residency, Resident will be notified in writing in no less than one hundred and twenty (120) days prior to the date of termination of this Agreement. Resident has the option of implementing the GME Policy #12 Resident Grievance.

VIII. GENERAL COVENANTS AND CONDITIONS

7.1 **Patient Records.** All records relating to any patient treated by Resident at MMC are the property of the Hospital, and shall be treated as confidential as required by law and shall be the property of MMC. However, Resident shall have access to such records in accordance with applicable State and Federal Laws and MMC Policies.

7.2 **Agreement.** All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement is a personal service agreement, and nothing contained in this Agreement shall be construed to

DRAFT

permit assignment, in whole or in part, by Resident of any rights or obligations under this Agreement, and such assignment is expressly prohibited.

7.3 **Notice.** All notices required to be served by provisions of this Agreement may be served on any of the parties hereto personally or may be served by sending a letter duly addressed by certified or registered mail with postage prepaid. Notice shall be deemed received upon personal delivery or two days after the date of mailing. Notices to be served on Resident should be served or sent by certified mail.

7.4 **Offices And Support Personnel.** MMC shall provide (or arrange for the providing thereof) Resident such support services and personnel as MMC believes are necessary for the provision of professional services to those who receive the same.

7.5 **Ownership of Amounts Paid.** Resident acknowledges that all remuneration of any kind for professional clinical services rendered by Resident within the scope of Program is and shall remain the property of MMC. Resident agrees to immediately turn over to and account to MMC for any such amounts as may be paid directly to Resident.

7.6 **Noninterference With Professional Judgment.** The provisions of this agreement notwithstanding, MMC shall not impinge upon Resident's right to make medical decisions concerning the treatment of patients being treated by Resident, except for the oversight and supervision provided by supervising physicians and faculty. Resident shall use Resident's medical judgment to make decisions as to admission to such facilities as Resident, in the exercising of Resident's medical opinion/judgment, shall deem appropriate and in the best interests of said patients, consistent with the utilization review and quality assurance programs established by MMC; provided, however, that Resident agrees that Resident's professional performance shall be periodically reviewed to ensure compliance with this section and other pertinent sections of this Agreement and with applicable standards of professional medical performance, and, provided further, that Physician's professional performance shall at all times be subject to professional review and oversight by Department Chairman, Program Director, supervising physicians, faculty members, and MMC's Chief Medical Officer.

7.7 **Honoraria, Royalties & Other Income.** Subject to the provisions of Section 7.5 any compensation or income received and/or earned by Resident for honoraria, publication royalties, or other intellectual properties as well as all patents and investigative ideas shall be the personal property of Resident, if earned on Resident's private time and without consumption of MMC resources or if in progress at the time of hire and disclosed in writing prior to execution of

DRAFT

this agreement. Ownership and earnings received from like endeavors produced on MMC time or supported by MMC shall be deemed owned and the earnings there from shall be divided 50% to MMC and 50% to Resident unless the parties otherwise agree.

7.8 **Disclosures.** Resident acknowledges that Resident is to be employed by a highly regulated employer, and as such that statutes, laws, rules, and/or regulations may be enacted requiring certain disclosures of MMC and/or Resident and/or prohibiting Resident from engaging in certain transactions which may require Resident to disclose the names of relatives and/or other entities in which Resident or family members has/have an ownership or other such interest to assure that MMC does not engage in any prohibited transaction and/or that applicable regulations are adhered to by all parties. In furtherance thereof, Resident agrees to cooperate and make such disclosures as may be required by the Conflicts of Interest Policy and Code of Conduct of MMC, to assure compliance by MMC with any such statutes, laws, rules, and/or regulations.

7.9 **Waiver.** The parties agree that a waiver of a provision and/or breach or default under this agreement shall not be construed as or operate as a waiver of the provision in the future or a waiver of the right to insist upon strict adherence to all other terms hereof or as a waiver of any subsequent breach or default.

All notices must be given in writing to the other party, as follows, to wit:

(a) If to MMC-
[PROGRAM DIRECTOR]
«Program» Residency
Conemaugh Valley Memorial Hospital
1086 Franklin Street
Johnstown, PA 15905

(b) If to Resident-
«FirstName» «LastName», «MDDO»
«Address1»
«City», «State» «PostalCode»

or to such other address or, in the case of MMC, such other individual's attention as such party may, in writing to the other, designate.

7.10 **Survival Of Terms.** The parties agree that where necessary for the purpose of a provision of this agreement and/or to give meaning to such provision, the same shall survive the expiration or termination of this agreement.

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7.11 **Arbitration.** Except for disputes subject to the grievance procedures of Section 3.8, should any disputes arise between the parties hereto, the same shall be resolved using the dispute resolution procedure, including Binding Arbitration, set forth in Exhibit B hereof.

7.12 **Integration Clause.** This Agreement constitutes the entire agreement between the parties and contains all of the understandings and agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts between the parties with respect to the subject matter hereof.

7.13 **Amendment.** The terms of this Agreement may only be amended in writing executed by each of the parties hereto.

7.14 **Severability.** The invalidity or unenforceability of any particular provision of the Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.

7.15 **Successorship.** This Agreement shall be binding upon and inure to the benefit of MMC and its successors and assigns, and it shall also be binding upon and inure to the benefit of Resident, and Resident's administrators, executors, heirs, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by MMC and Resident on the date first written above.

BY: _____
David Carlson, DO; Chief Medical Officer Date

BY: _____
[Program Director] Date
«Program» Residency

BY: _____
«FirstName» «LastName», «MDDO» Date
Resident, «Program» Residency

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Exhibit A

SUPPLEMENTAL BENEFITS

For the year beginning July 1, 2011, and ending June 30, 2012, (unless modified or terminated as provided by contract):

A. **Compensation.** The Hospital shall compensate **«FirstName» «LastName», «MDDO»; «PGY»** at **$_____**, which is the rate established for Residents of like specialty. The Compensation will be payable in bi-weekly installments of **$_____**, less applicable deductions and withholdings.

B. **Supplemental Benefits.** MMC agrees to provide Resident with the following supplemental benefits:

i. Individual and Family Coverage. In MMC's Comprehensive Health Care Plan as the same may be amended from time to time, within the limits of the plan's then applicable coverage.

ii. Professional Malpractice Liability Insurance Coverage. For MMC-related activities that are provided by Resident within the scope of the responsibilities pursuant to the provisions of this Agreement. Resident will continue to be covered for MMC-related activities Resident provided while enrolled in the Program, even after Resident completes and or leaves Program and MMC.

iii. Term Life Insurance. Equal to one year's salary.

iv. Paid Vacation, Sick Time, and Holidays. Resident shall also be provided vacation, sick, and holiday time computed in accordance with MMC's Benefits Policy for Resident Physicians and as that policy may be amended from time to time. Resident may have time away from assigned responsibilities with compensation and shall be scheduled with the approval of the appropriate MMC Representative.

v. Disability Compensation. In the event of an inability to perform duties as a Resident as provided by MMC's Disability Insurance plan.

vi. Leaves of Absence Resident shall also be eligible for full, partial, and unpaid leaves of absence in accordance with the GME Policy #14 Family/Medical/Personal Leave. Resident shall be required to make up missed training time as required by GME Policy #15 Making Up Leave Time, and the respective specialty board requirements.

vii. Worker's Compensation. Coverage under the laws of the Commonwealth of Pennsylvania.

viii. Counseling Services. Resident shall be provided access to confidential counseling and other support services available through the Employee Assistance Program. Physician impairment services are available as outlined in Medical Staff Rules and Regulations #13. Resident will be informed about GME Policy #19 Resident Impairment and Substance Abuse at orientation and can access it in the Resident Handbook and in the GME section of the Conemaugh website

ix. Parking. Resident shall be provided with parking. Escort service is available during late hours.

DRAFT

x. On-call Accommodations. Customary hospital lodging in a secured area while on-call.

xi. Meals. Resident shall be provided with meals for each on-call period.

xii. Scrubs and Lab Coats. In keeping with the practice at MMC, the medical staff and Residents are provided with lab coats and are responsible for maintaining them.

xiii. Non- Harassment. GME Policy #13 Resident Non-Harassment may be accessed in the Resident Handbook and in the GME section of the Conemaugh website. The policy defines sexual harassment, outlines faculty responsibility, reporting, corrective measures, and methods to educate and prevent all types of harassment.

xiv. Restrictive Covenant. Resident shall not be required to sign a non-competition guarantee.

xv. Residency Program Closure or Reduction. Resident shall be informed as specified in GME Policy #08 Resident Program Reduction/Closure.

xvi. Relocation Expenses. PGY-1 Resident shall be eligible for a one-time relocation reimbursement for relocation expenses up to $5,000 (before taxes).

xvii. Temporary Housing. If needed, new residents shall be eligible for three days of relocation housing.

xviii. Disaster Procedures. GME Policy #26 Disaster Policy may be accessed in the Resident Handbook and in the GME section of the Conemaugh website and has been developed to protect the wellbeing, safety, and educational experience as well as the training records of residents enrolled in MMC training programs.

xix. Discretionary Benefits. Department Chairman, at his/her sole discretion, may authorize and approve program-specific benefits after Resident has completed the first year of training.

Representatives of MMC's Human resources Department always attend Resident Orientation to ensure that residents are provided with complete benefits information and answers to their questions.

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Exhibit B

BINDING ARBITRATION

1. **Resolution of Disputes Through Arbitration.** The parties hereto agree that all disputes arising under this agreement, excepting only such action(s) as may be seeking injunctive relief, shall be resolved via binding arbitration via the procedures which follow. The term "dispute" shall include, inter alia, the application of this agreement and its terms, as well as the existence of "cause", as heretofore defined, for purposes of termination of this agreement therefore, as well as any claims for damage that may arise there from.

2. **Appointment of Arbitrator**. Any matter for arbitration shall be decided solely by an arbitrator chosen by agreement of the parties, provided, however, if the parties cannot otherwise agree upon such arbitrator, then and in such case the said arbitrator shall be chosen by the Court (defined as the Court of Common Pleas of Cambria County, Pennsylvania,) under the procedures a 42 Pa. C.S.A. Section 7305, and shall be a person, in the opinion of the Court, who is experienced and skilled in business law and healthcare law.

3. **Manner of Arbitration.** The parties hereto agree that the prompt resolution of any dispute arbitratable pursuant hereto is in the best interests of each party hereto, and in furtherance thereof, they do agree that arbitration pursuant hereto shall be conducted pursuant to the "Uniform Arbitration Act", 42 Pa. C.S.A. Section 7301 through Section 7320, as the same may then be in effect. Such arbitration shall conform to the following, to wit:

   (i) any demand for arbitration shall be in writing, setting forth the issues to be decided via the arbitration, the relief requested, as well as setting forth a summary of the factual basis for the requested relief sufficient to allow the other party to be aware of the nature and basis of the dispute, and the requested relief, and further, said demand shall include the name of one individual that is proposed to be designated as the arbitrator, and said demand shall be served as hereinafter set forth upon the responding party;

   (ii) the responding party shall, within seven (7) business days after receipt of the written demand, respond in writing setting forth in narrative form a summary of the factual basis for its position as to the requested relief, if the Movant's requested relief is disputed, as well as responding affirmatively or negatively as to the arbitrator suggested by the moving party;

   (iii) should the responding party not be amenable to the arbitrator suggested by the moving party, and should the responding party desire to continue with the arbitration, then and in such case, should the parties be unable to agree upon a mutually acceptable arbitrator, the moving party shall within not more than five (5) business days after receipt of the responding parties response, petition the Court for appointment of the arbitrator as set forth supra pursuant to said Act. The failure of the moving party to so petition the Court shall constitute a waiver of the claim being asserted and the relief requested;

   (iv) the arbitrator so chosen shall commence hearing the issues in dispute within ten (10) days of his/her appointment, to the extent feasible, and shall continue the proceedings during reasonable and normal business hours on successive days between Monday and Friday, inclusive, (unless

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otherwise agreed to by the parties) until all evidence and arguments are presented. He/she shall make his/her decision in writing and shall dispatch the same to the parties to the dispute within not more than four (4) business days after the hearing is completed; and

(v) the arbitrator may interrupt the proceedings and allow discovery, only upon cause shown.

4. **Costs of Arbitration.** All costs of the arbitration, including the costs and expenses of the arbitrator and other expenses the arbitrator deems and determines are appropriate, shall be assessed against the parties to the dispute, as the arbitrator determines, based upon his/her assessment of which party, if any, is at "fault" and should bear responsibility therefore. Said arbitrator shall have the authority to, at his/her discretion, include as taxable costs the reasonable counsel fees and expenses of the same for the parties hereto.

5. **Finality of Award.** The decision as rendered by the Arbitrator as above provided shall be final, binding and non-appealable, excepting only that either party may appeal the decision and seek vacation thereof pursuant to the provisions of 42 Pa. C.S.A. Section 7314(a)(1)(i) and/or (ii). Such decision as becomes final pursuant hereto may, at the option of either party, be confirmed pursuant to 42 Pa. C.S.A. Section 7313, 7314(d), and/or, as the case may be, 7316.

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