

Resident

ST. VINCENT HOSPITAL AND HEALTH CARE CENTER, INC.
RESIDENCY PROGRAM AGREEMENT

This Residency Program Agreement (the “**Agreement**”) is entered into and effective the ___ day of _____, 20___ (which is the first date on which both Parties have signed the Agreement, referred to as the “**Effective Date**”) by and between **ST. VINCENT HOSPITAL AND HEALTH CARE CENTER, INC.** (“**Employer**”) and *[insert resident name]* (“**Resident**”). For purposes of this Agreement, each may be referenced individually as a “**Party**”, and collectively referred to as the “**Parties**”.

RECITALS:

- A. Employer is an Indiana non-profit corporation that maintains a medical practice located in the State of Indiana, and is a part of Ascension Medical Group (“**AMG**”);
- B. The Program, as defined on Exhibit A (the “**Program**”), has been established to support Employer in furthering its academic mission and charitable purposes of providing health care services;
- C. Resident has applied for and been accepted into the Program and Employer now desires to employ Resident to train and practice medicine as a trainee in the state of Indiana; and
- D. Employer has identified a need to employ resident(s) to provide services in Resident’s Specialty to (i) further Employer’s commitment to provide comprehensive medical care to its service area, (ii) continue to improve such care, and (iii) comply with governmental initiatives and market demands to integrate the various dimensions of health care; and
- E. Resident is willing to accept employment and provide administrative and professional services on behalf of Employer pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

ARTICLE I
SERVICES AND PROFESSIONAL CONDUCT

1.1 Services. Employer agrees to employ Resident, and Resident accepts employment by Employer to provide the professional medical services and/or administrative services described in Exhibit A (the “**Services**”) in accordance with the terms and conditions of this Agreement. Resident shall act in a manner consistent with all professional ethics and patient care obligations, the Policies of Employer (defined below) and in the best interests of Employer. Resident will use Resident’s good faith efforts to meet the performance standards reasonably adopted by Employer. For purposes of this Agreement, the term “**Policies of Employer**” or “**Policies**” shall mean the personnel policies and other written polices, practices, and procedures of Employer, AMG, and/or St. Vincent Health, Inc. (the “**Health Ministry**”) and the bylaws and rules of the medical staff(s) of all hospitals and facilities where Resident has privileges. Resident understands that the Policies of Employer may be amended from time to time without Resident approval.

1.2 Licensure and Controlled Substance Registration. As of the Start Date set forth on Exhibit E, Resident shall maintain a valid license to practice medicine in the State of Indiana. Resident shall be registered with the Drug Enforcement Administration (“**DEA**”) and the narcotics control agency(ies) in the State(s) of practice (“**State Control Agency**”) to prescribe narcotics without restriction. Resident will provide current proof of DEA and State Control Agency registrations upon Employer’s request.

1.3 Charity Care. Resident acknowledges that Employer and Health Ministry are committed to providing health care to the sick and poor. Resident may be called upon to provide charitable care to the poor at no charge consistent with Employer’s current practice, mission and philosophy. Provision of such services will fall within the scope of Resident’s employment, and Resident will provide such charitable care as requested by Employer, subject to any limitations set forth herein.

Resident

1.4 Safety and Culture of High Reliability; Cooperation. The provision of safe, clinically appropriate, holistic care requires Employer and its affiliated hospitals to maintain a culture of high reliability, which is dependent upon active participation and commitment by each associate, including Resident. In that regard, Resident agrees to employ appropriate measures within his/her scope of influence, to ensure that outcomes are improved, processes are efficient, and behaviors are consistent and predictable. Resident agrees to follow all standards of practice necessary for the development of a culture of safety. Resident agrees to adhere to evidence based standards to ensure the safe delivery of clinically appropriate care. Resident shall promote an atmosphere of team based care with other residents and hospital associates, lead by positive example, and maintain clear and open communication. Resident shall adhere to all Employer and hospital policies and procedures regarding safety.

Resident will work with and relate to other residents, members of other health care disciplines, Employer management and employees, patients, visitors, family members and the community in general, in a cooperative, non-disruptive, and professional manner. The Parties acknowledge that an attitude of cooperation is essential for maintaining an environment appropriate to quality patient care and Employer's reputation in the community. Resident must cure any deficiency in attitude or behavior as described in this Section 1.6 within seven (7) days of receiving written notice from Employer. Notwithstanding the foregoing, Resident shall not have the opportunity to cure any breach of this Section 1.6 if it occurs within six (6) months after any prior breach of this Section 1.6.

1.5 Professional Judgment. Employer will not direct or control the independent medical acts, decisions, or judgments of Resident in rendering Services pursuant to this Agreement. Nothing in this Agreement is intended to restrict or interfere with the exercise of Resident's professional judgment in the provision of health care to individual patients.

1.6 Required Disclosures. Resident will notify Employer immediately of any of the following events:

1.6-1 a malpractice proceeding, professional disciplinary action, or other similar legal proceeding against Resident is threatened, filed, settled or adjudicated, regardless of whether or not filed in any federal, state, or local court of law;

1.6-2 Resident's license to practice medicine in any state is suspended, revoked, terminated, or made subject to terms of probation or other restriction;

1.6-3 Resident becomes the subject of (i) a disciplinary proceeding or action before the state board or authority responsible for issuing medical licenses in any state in which Resident has a medical license (the "**Licensing Authority**"), or (ii) any other audit or similar proceeding by any federal, state, or local health care agency, or any Medicare carrier or intermediary;

1.6-4 a substantial interruption in all or a portion of Resident's professional practice or other disruption in Resident's practice that materially and adversely affects Resident's ability to render Services;

1.6-5 an occurrence that Resident should reasonably believe may have risk management or legal ramifications affecting Resident's practice, Employer or any Health Ministry facility;

1.6-6 Resident is or becomes the subject of, defendant in, or implicated in, a criminal investigation, complaint, indictment or proceeding. Non-moving traffic violations or other non-criminal traffic violations do not need to be reported as a required disclosure;

1.6-7 Resident receives notice from any payor that (i) Resident will be dis-enrolled, disqualified, debarred, or excluded, or (ii) the payor has taken, will take, or is considering taking any action that would prohibit Resident's participation with such payor;

1.6-8 the filing of any report regarding the Resident with the National Practitioner Data Bank;

Resident

1.6-9 any denial or withdrawal of an application by the Resident in any state for licensure as a resident, participation with any third party payor, state or federal controlled substances registration or malpractice insurance; or

1.6-10 Resident receives any information regarding any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation of filing false health care claims, violating anti-kickback laws, or engaging in other billing improprieties.

1.7 **Compliance with Mission, Vision and Values.** Resident hereby acknowledges that he or she has received information from Employer regarding the Mission, Vision, and Values of Ascension. Resident agrees that in the performance of all of his or her obligations under the terms of this Agreement, he or she shall at all times conduct him or herself in a manner which is consistent with said Mission, Vision, and Values.

ARTICLE II
OBLIGATIONS OF EMPLOYER

2.1 **Practice Site(s).** Employer will grant Resident access to the Practice Site(s) set forth in Exhibit A where Resident is assigned and provide such equipment, supplies and staff as may be reasonably necessary for the efficient operation of the Practice Site(s), in Employer's reasonable determination. Resident will not use the Practice Site(s) or other Employer practice locations for any other purposes without Employer's prior written authorization.

2.2 **Compensation.** In consideration for Resident's Services, Resident shall receive, and Employer shall pay, the compensation set forth in Exhibit B. Employer will deduct and withhold from Resident's compensation employment and income taxes and any other sums required to be deducted and withheld by law.

2.3 **Fringe Benefits.** Resident will be eligible to participate in such employee benefit plans and programs which are described in Exhibit B; however, participation in such benefit plans, programs, or related policies is subject to the conditions and terms of such plans, programs or policies. This Agreement does not modify the terms of participation contained in any employee benefit plan, program or policy of Employer, and such employee benefit plans, programs or policies will govern Resident's benefit eligibility. Employer retains the right to amend, modify and change such plans, programs or policies offered to Resident and such amendments, modifications and changes will not be considered a breach of this Agreement.

2.4 **Professional, Public and General Liability Insurance.** Employer will obtain and keep in full force and effect professional liability insurance coverage for Resident as described in Exhibit C attached hereto. Further, Employer will carry worker's compensation and employer's liability, general liability, and fire and extended coverage (i.e., property) insurance, in amounts deemed reasonable by Employer.

ARTICLE III
BILLING AND ASSIGNMENT

3.1 **Assignment to Employer.** Resident agrees to assign to Employer, its successors and assigns any right Resident may have to bill and collect for professional services rendered under this Agreement. Employer shall also receive any medical director or other non-clinical fees otherwise payable to Resident, except for monies earned pursuant to permitted outside activities as described in Exhibit D.

3.2 **Billing and Collection.** Employer will bill and collect all fees and charges for Services rendered by Resident pursuant to this Agreement. If any fees are received by Resident, said amounts will be promptly turned over to Employer. Resident's sole compensation for the Services contemplated herein will be the compensation paid by Employer pursuant to Exhibit B. Resident will take all steps reasonably requested by Employer to assist in the billing and collection of funds due for all Services rendered by Resident pursuant to this Agreement. This requirement shall survive termination of this Agreement for any reason.

3.3 **Participation in Third Party Payer Programs.** In connection with Resident's professional practice under this Agreement, Resident will:

Resident

3.3-1 participate in managed care and third party payor programs (e.g., ACOs, HMOs, PPOs, POSs), at-risk capitated programs, and the Medicare and Medicaid programs, as designated by Employer, but shall not so contract or participate with any third party payor or managed care plan (e.g., ACOs, HMOs, PPOs or IPAs), without the prior written consent of Employer;

3.3-2 abide by all applicable requirements and guidelines of the payment and health delivery plans in which Resident and/or Employer participate(s); and

3.3-3 permit Employer to release its latest medical staff and/or credentialing file to managed care organizations for purposes of credentialing Resident into managed care plans or performing audits of Employer's compliance with such organizational requirements.

**ARTICLE IV
TERM AND TERMINATION**

4.1 Term and Termination. This Agreement will be effective as of the Effective Date; however, the employment shall begin on the Resident's Start Date as set forth in Exhibit E. The Term of this Agreement is set forth in Exhibit E attached hereto. This Agreement will terminate at any time upon the written mutual agreement of the Parties, or if no such written agreement exists, pursuant to Exhibit E.

4.2 Effect of Termination. Upon termination of this Agreement, neither Party will have any further obligation hereunder except for obligations accruing prior to the date of termination or that are set forth elsewhere in this Agreement which are intended to extend beyond the termination date.

**ARTICLE V
COVENANTS**

5.1 Confidentiality and Trade Secrets. Unless otherwise required by law, Resident will receive and hold in strictest confidence all confidential information and proprietary data regarding the practices and procedures of Employer. Confidential information and proprietary data include, but are not limited to, the following: Employer's confidential business and financial methods and practices, pricing, strategies, and marketing techniques, file or database materials, computer programs, lists of patients, patient records or files, and data on Employer's suppliers as well as similar information relating to Employer's current or future affiliates (the "**Confidential Information**"). Resident will not divulge any Confidential Information to any person or entity, except as authorized in the normal execution of assigned duties hereunder, without the prior written consent of Employer. Resident will surrender to Employer any and all documents and records that may be in Resident's possession or control containing Confidential Information upon the termination of Resident's employment with Employer. All provisions of this Section 5.1 will survive any termination of this Agreement. In the event of termination of the Agreement, Employer shall make available to Resident such Confidential Information as may be necessary for the purpose of enabling Resident to comply with any statutory or regulatory requirements respecting notice to patients, and all other applicable rules of the State Licensing Authority; however, Resident will not use such Confidential Information for any other purpose. Resident acknowledges that Resident will occupy a position of trust and confidence with respect to Employer's affairs and services. In view of this position and the remuneration to be paid to Resident, Resident acknowledges that it is reasonable and necessary for the protection of the goodwill and business of Employer that Resident agrees to these terms contained in this Section 5.1, and that Employer will suffer irreparable injury if Resident engages in conduct prohibited herein for which monetary damages would not be an adequate remedy. Accordingly, Resident agrees that in the event of a breach or threatened breach of this Section 5.1 by Resident, Employer shall, in addition to all other rights and remedies available to it in respect of such breach, be entitled to equitable relief (including a temporary restraining order, an injunction or any other relief that may be available) without any requirement to post bond.

5.2 Non-Competition and Non-Solicitation. Resident will be subject to the non-competition and non-solicitation covenants set forth in Exhibit D.

Resident

5.3 Intellectual Property. During the Term of this Agreement, Resident may create, conceive or otherwise produce ideas, inventions, discoveries, processes and improvements. All rights, title and interests to any such ideas, inventions, discoveries, processes and improvements shall be governed by Employer’s policy(ies) pertaining to the same, as such policy(ies) may change from time to time.

ARTICLE VI
REGULATORY COMPLIANCE

6.1 Compliance with Laws. This Agreement is intended to comply with all applicable state and federal laws, rules, regulations and accreditation standards including, but not limited to, one or more exceptions to the Stark Law (42 U.S.C. §1395nn), the Medicare and Medicaid Fraud and Abuse Statute and Regulations prohibitions (42 U.S.C. §1320a-7b), and standards of accrediting bodies, including, but not limited to, Joint Commission standards, regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act (HIPAA), and all regulations governing use of facilities financed with tax-exempt bonds (collectively the “Laws”). If, at any time, this Agreement is found to violate any applicable provision of the Laws, or if either Party has a reasonable belief that this Agreement creates a material risk of violating the Laws, including any Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, “Privacy Laws”), within fifteen (15) days after written notice to the other Party, the Parties will renegotiate the portion of this Agreement that violates or is believed to violate the Laws. If the Parties fail to reach agreement within fifteen (15) days following receipt of such notice, this Agreement will terminate.

6.2 Corporate Responsibility. Health Ministry has in place a Corporate Responsibility Program (the “Program”) which has as its goal to ensure that Employer complies with federal, state and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Resident acknowledges Employer’s commitment to corporate responsibility and will provide Services in accordance with the underlying philosophy of corporate responsibility adopted by Health Ministry. Resident will (i) comply with the Program, and (ii) participate, and assist Employer and Health Ministry as needed, in the educational and investigational components of the Program. Further, Resident shall disclose immediately any proposed or actual debarment, exclusion or other event that makes Resident ineligible to participate in state or federal health care programs or state or federal procurement or non-procurement programs.

ARTICLE VII
ETHICAL AND RELIGIOUS DIRECTIVES

When working within the scope of this Agreement, Resident will conduct Resident’s professional practice in a manner consistent with the Ethical and Religious Directives for Catholic Health Care Services as published by the United States Conference of Catholic Bishops, Washington, D.C. of the Roman Catholic Church or its successor as amended from time to time and as interpreted by the applicable Diocesan Bishop(s). Further, when working within the scope of this Agreement, Resident shall not perform any act or procedure (excepting limited tolerated activities that do not require the direct and active participation of Employer) at Employer, Health Ministry or its affiliates, or any other site where any of the same provide services, contravening said Ethical and Religious Directives. A copy of such Directives is available at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/>.

ARTICLE VIII
MISCELLANEOUS

8.1 Entire Agreement; Modification. This Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes all previous representations, understandings and agreements of the Parties, whether oral or written, concerning the same. This Agreement may be modified only by a written document signed by the Parties hereto.

Resident

8.2 Governing Law; Choice of Forum. This Agreement will be construed and governed pursuant to the laws of the State of Indiana, without regard to choice of law rules. The parties irrevocably agree and consent to the exclusive jurisdiction of federal and state courts in Hamilton County, Indiana and waive any objection to jurisdiction or venue of any proceeding concerning this Agreement.

8.3 Notices. Notices or communications herein required or permitted will be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice:

RESIDENT

At Resident's address then on file with Employer for payroll purposes

EMPLOYER

St. Vincent Hospital and Health Care Center, Inc.
2001 West 86th Street
Indianapolis, Indiana 46260
ATTN: President

Copy to: St. Vincent Contracts Management
250 W. 96th Street, Suite 410
Indianapolis, Indiana 46260

Vice President of Medical and Academic Affairs
St. Vincent Hospital and Health Care Center, Inc.
2001 West 86th Street
Indianapolis, Indiana 46260

8.4 Headings. Section headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement.

8.5 Medical Records. The ownership and right of control of all reports, records, and supporting documents prepared in connection with the services contemplated herein belongs exclusively to Employer. Resident will maintain such documents and information in compliance with applicable laws, rules and regulations, and Employer's medical records Policies and procedures.

8.6 Severability. If any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms, unless otherwise provided herein.

8.7 Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof. No failure to or delay in exercising any right, remedy, power or privilege hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise of any other right, remedy, power or privilege.

8.8 Confidentiality of Agreement. Resident acknowledges and agrees that the terms and conditions of this Agreement must generally remain confidential. Except as required by law or as necessary to legally enforce this Agreement, Resident will not distribute this Agreement or any part thereof or reveal any of the terms of this Agreement to parties other than Resident's legal and financial advisors, or spouse, all of whom will be subject to the same or similar confidentiality obligations. Additionally, this provision shall not be interpreted to prohibit Resident from discussing the terms and conditions of employment with other employees of Employer for the purpose of engaging in protected concerted activity. Notwithstanding the foregoing, in the event Resident becomes obligated by law to disclose the contents of this Agreement to a third party, Resident shall provide Employer with notice of such obligation and a reasonable opportunity to intervene to obtain a protective order to, or as otherwise lawfully permitted, prevent such disclosure from being required.

Resident

8.9 Execution. This Agreement and any amendments thereto may be executed in any number of original, facsimile, electronically transmitted and/or electronically or digitally executed counterparts by Employer and Resident. Each counterpart copy will be deemed an original, but all counterparts together will constitute the same instrument.

8.10 Judicial Interpretation. In the event any provision of this Agreement requires judicial interpretation, the court interpreting or construing the Agreement will not apply a presumption that the terms hereof will be more strictly construed against the Party who itself or through its agent prepared the same, it being agreed that the agents of both Parties have participated in the negotiation and preparation of this Agreement.

8.11 Assignment. Employer may assign this Agreement without the written approval of Resident to an entity the sole member or owner of which is Employer, Ascension, Health Ministry, or one of their direct or indirect subsidiaries. Otherwise, neither Party may assign this Agreement or the rights or obligations hereunder without the specific written consent of the other Party.

8.12 Rights of Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any persons other than the Parties to this Agreement and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either Party to this Agreement, nor will any provisions give third persons any right of subrogation or action against either Party to this Agreement.

8.13 Additional Miscellaneous and State Specific Provisions. Additional miscellaneous and state specific provisions are set forth on Exhibit F attached hereto.

[Signature Page Follows]

Resident

IN WITNESS WHEREOF, Employer and Resident have executed this Agreement on the date first set forth above.

“Employer”

“Resident”

**ST. VINCENT HOSPITAL AND
HEALTH CARE CENTER, INC.**

By: _____

Printed: _____

Printed: _____

EXHIBIT A

SERVICES

Resident's Program: _____

Post Graduate Year (PGY) Level: _____

Scope of Employment: Full Time

Practice Sites: *[Define and list location/address of the site. Should include office(s) as well as hospitals or other facilities where Resident is expected to practice.],* and such other sites as mutually agreed upon by the Parties.

Services:

A-1. Professional Medical Services. Resident will provide the following professional services as reasonably directed by Employer:

A-1.1 Deliver professional medical services in Resident's Specialty to patients at the Practice Sites as directed by and exclusively on behalf of Employer to be best of Resident's abilities and at a satisfactory level of competence, as determined by the Program Director and Employer's Director Medical Education;

A-1.2 Provide on-call coverage at Practice Sites as mutually arranged with other Residents and physicians or as otherwise reasonably requested by Employer pursuant to a call schedule Policy approved and adopted by Employer, so long as such Policy does not materially and adversely impact Resident's compensation as set forth in Exhibit B;

A-1.3 Supervise and provide medical direction to persons who render professional services at Practice Sites;

A-1.4 Promptly prepare, or cause to be prepared, reports of all examinations, procedures or other services performed, the instructions given to the patient, and such other information as Employer will from time to time require of its Residents. The reports will be filed promptly and in an appropriate format as required by applicable Employer Policy, law, rule or regulation;

A-1.5 Participate as a provider in Mission Point initiatives, or such other care coordination efforts as are reasonably required by Employer;

A-1.6 Accept the duties and responsibilities as outlined in the *House Staff Handbook*, which shall be sent by Employer and made readily available to Resident in electronic form ("**Handbook**"), including but limited to policies concerning health and disability, leaves of absence or other requirements of the Accreditation Council for Graduate Medical Education ("**ACGME**"). As a full-time employee of Employer, Resident agrees to be bound by the Handbook, as updated from time to time, and all other applicable policies, procedures and/or requirements of Employer and the ACGME as stated herein, including the Policies of Employer on moonlighting and the ACGME's Duty Hours Regulation.

A-2. Administrative Services. Resident shall provide the following administrative services:

A-2.1 Coordinate medical care rendered at Practice Site(s) and maintain effective liaison with physicians referring patients to physicians engaged by or employed by Employer;

A-2.2 Assist Employer as needed with third-party billing matters, including Medicare, Medicaid and private third-party payors, including making timely, accurate and complete medical record entries;

Resident

- A-2.3** Assist Employer in operating the Practice Site(s) in a fiscally efficient and effective manner;
- A-2.4** Timely complete medical records; and
- A-2.5** Perform such other administrative duties as may be reasonably requested by Employer.

EXHIBIT B

COMPENSATION AND BENEFITS

B-1. Compensation. Resident shall be compensated by Employer as described herein.

Salary. Employer agrees to compensate Resident _____ Dollars (\$____,000.00) per annum. Such compensation shall be payable on a pro rata basis, with appropriate taxes and other amounts withheld, at times and in a manner similar to Employer's payment of other employee salaries. Resident shall also be eligible for bonuses pursuant to Employer's Policies and as determined within Employer's sole discretion.

B-2. Benefits. Resident is eligible for those employee benefits provided for in the Handbook which may be at Resident's sole or shared cost and shall include, but may not be limited to, purchased health and disability insurance, medical insurance, dental insurance, and optical care for Resident and Resident's dependents. Employer shall provide Resident vacation and leave of absence benefits as more fully described in the Handbook. Resident shall be eligible for such other benefits as may be provided by Employer from time to time, in its sole discretion, and as provided for in the Handbook.

Upon thirty (30) days' notice to Resident, this Exhibit B may be amended from time to time by Employer, subject to approval of, or existing policies established by, an independent compensation committee established and maintained by Health Ministry. Further, Resident shall also receive any bonus, which may be awarded by Employer in its sole discretion, subject to approval by an independent compensation committee established and maintained by Health Ministry.

EXHIBIT C

PROFESSIONAL LIABILITY INSURANCE

C-1. Professional Liability. Employer will, at its expense, provide Resident with professional liability coverage for claims arising out of Resident's acts and omissions in the performance of professional duties hereunder, regardless of when those claims are asserted. The professional liability coverage may be provided in whole or in part through a program of self-insurance. Employer's coverage will not cover Resident for acts or omissions outside the Services provided by Resident under this Agreement. The minimum limit of liability provided will be the amount required to qualify Resident as a provider under the Indiana Medical Malpractice Act (I.C. § 34-18). Resident agrees to promptly report to Employer any claim or suit, or any incident which is likely to result in such a claim or suit; to immediately forward every demand, notice, summons or other process received; and to cooperate fully with Employer and its insurer(s) in the defense of covered claims. Resident acknowledges that he or she does not have authority to consent to or approve the settlement of claims.

Resident shall only be covered by Employer's professional liability coverage while Resident is acting within the scope and in the course of Resident's employment with Employer, except that, coverage shall also be extended to those instances when Resident is called upon to provide care at the scene of an accident or emergency care to the victim thereof, for which Resident receives no remuneration and the conduct is not deemed to be willful or wanton misconduct. To the extent possible, Resident shall rely on the immunity granted in the Indiana Good Samaritan Act (I.C. § 34-30-12 and 13 et seq.).

C-2. Tail Insurance. Upon termination of this Agreement for any reason, Employer will provide Resident with extended reporting ("**Tail**") coverage for insurance that was provided on a claims-made coverage form.

C-3. Nose Coverage. Employer's coverage will not cover Resident for acts or omissions prior to Resident's employment with Employer. If Resident maintained professional liability insurance on a claims-made basis prior to the Resident's employment with Employer, Resident shall demonstrate to Employer that Resident maintains extended reporting period (tail) coverage for claims arising out of such professional services provided prior to the Start Date of this Agreement.

Resident

EXHIBIT D

CONFLICTS OF INTEREST / NON-COMPETITION COVENANT

Intentionally blank.

EXHIBIT E

TERM AND TERMINATION

E-1. Resident Start Date: Employment will begin on _____ (the “**Start Date**”).

E-2 Initial Term. The term of this Agreement shall be for a period of one (1) year commencing on _____, 20____, and terminating on _____, 20____. Resident understands and agrees that renewal of the Agreement is not assured due to or to be implied from any of the terms and conditions of this Agreement or any other written or oral communication between the parties.

E-3. Voidable Circumstances. Notwithstanding the foregoing, if this Agreement is executed by the Parties prior to Resident’s Start Date, but it is reasonably determined by Employer that Resident is or will be unable to satisfy any of the requirements set forth in Article I of this Agreement, then this Agreement will be voidable at Employer’s sole election. Further, this Agreement may also be voidable prior to Resident’s Start Date (or immediately terminated if after Resident’s Start Date) if Resident does not successfully pass Employer’s pre-employment screens and processes, which include but may not be limited to a background check, and drug and alcohol screens. Whether Resident successfully passes such screens and/or processes shall be determined by Employer in its sole discretion. Written notice of such decision by Employer will be provided to Resident, setting forth the reasons for such decision. Upon notice to Resident that the Agreement has been voided (or immediately terminated if after Resident’s Start Date), Resident will repay, in full, any amounts paid to Resident as a signing bonus, advance or loan.

E-4 Termination. Consistent with Article IV of this Agreement, this Agreement will terminate as follows:

E-4.1 Termination Without Cause. Either Party may terminate this Agreement without cause upon ninety (90) days’ prior written notice (“**Notice Days**”) to the other Party, provided, however, that Employer may, at its option, immediately terminate the Resident from practice but compensate the Resident, in lieu of Notice Days, for the required Notice Days period in accordance with the standard payroll practices.

E-4.2 Immediate Termination for Cause by Employer. Employer may immediately terminate this Agreement at its sole option by providing Resident written notice, upon the occurrence of any of the following:

- (a) any act or omission of Resident which is materially contrary to the business interests, reputation or goodwill of Employer;
- (b) breach of Section 1.6 and failure to cure such breach as outlined in Section 1.6;
- (c) Resident’s failing to maintain a license to practice medicine in the State of Indiana;
- (d) Resident’s failure to fulfill ACGME competencies;
- (e) false information contained in Resident’s employment applications;
- (f) the conviction of Resident, plea of guilty to, or plea of no contest to, a felony or crime of moral turpitude;
- (g) the investigation of Resident, or Resident’s indictment, for a felony or misdemeanor offense that, in Employer’s sole discretion, impacts Employer’s goodwill and reputation or affects Resident’s ability to carry out his or her obligations under the terms of this Agreement;
- (h) the exclusion of Resident from the Medicare or Medicaid programs and/or Resident’s failure to obtain or maintain participation in any health maintenance organizations, preferred

Resident

provider organizations, individual practice associations, managed care, health insurance or third-party payor arrangements designated by Employer;

- (i) Resident's repeated failure or refusal to comply with any written Policy(ies) of Employer, including but not limited to adherence to the call schedule, week-end call schedule, and office policies and procedures;
- (j) Resident's material breach of this Agreement after notice of the same and failure to cure such breach within ten (10) days; provided, however, Resident shall not have the opportunity to cure any such breach if it occurs within six (6) months after any similar breach;
- (k) in Employer's reasonable opinion, Resident consistently fails to provide professional medical services within the standard of care expected by Employer;
- (l) the inability of Employer to obtain or maintain professional liability insurance on Resident;
- (m) in Employer's reasonable opinion, Resident has engaged in conduct that is disruptive, unprofessional, unethical, inconsistent with Employer's core values, or constitutes a threat to the health, safety, or welfare of any person; or
- (n) in Employer's reasonable opinion, Resident fails within a reasonable time period to comply with a performance improvement plan to improve a material defect in Resident's performance.

E-4.3 Termination for Cause by Resident. Resident may terminate this Agreement upon the material breach of this Agreement by Employer, provided that Employer has been given written notice specifying the nature of the breach or violation and a period of sixty (60) days in which to cure such breach or violation.

E-4.4 Termination for Disability. Employer may terminate this Agreement if Resident has any physical, mental, or emotional disability that impedes the Resident's ability to perform the essential functions of the job and for which there is not a reasonable accommodation that would enable the Resident to safely perform the essential functions of the job.

E-4.5 Patient Notice. To the extent required by state law, Employer shall be responsible for any notice(s) to be sent to Resident's patients related to the expiration or termination of this Agreement, and Employer shall determine the content of such notice consistent with any state law requirements. Notwithstanding the foregoing, in no event shall Resident send any such notice to patients related to the expiration or termination of this Agreement unless approved in writing by Employer.

Resident

EXHIBIT F

**ADDITIONAL MISCELLANEOUS &
STATE SPECIFIC PROVISIONS**

Corporate Practice of Medicine. Nothing contained herein shall be construed as allowing or authorizing Employer to engage in the practice of medicine, either directly or through its agents or employees. It is the intent of the Parties that any actions performed pursuant to this Agreement which constitute acts of medicine are not acts of, or by, Employer.