

EXHIBIT A
STANDARD TERMS AND CONDITIONS

This Resident Physician Employment Agreement (the "Agreement") is hereby effective as of the Effective Date, and is by and between Employer and Resident.

WHEREAS, Employer has established an accredited clinical training program in graduate medical education (the "Program"); and

WHEREAS, Resident holds the permit and qualifications needed to practice medicine as a post graduate trainee in the State of Pennsylvania; and

WHEREAS, Employer desires to employ Resident, and Resident desires to be employed by Employer to provide patient services as part of a residency at Employer's hospital pursuant to the terms and conditions of this Agreement;

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; and

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 Term of the Agreement. This Agreement shall commence on the Effective Date and shall remain in full force and effect for the Term, 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. As defined on Cover Page.

1.3 Level of Training. As defined on Cover Page.

II. COMPENSATION AND BENEFITS

2.1 Compensation. Resident shall receive the annual Base Salary as defined on the Cover Page, payable in accordance with the terms in Exhibit B, attached hereto and incorporated by reference herein.

2.2 Benefits. Resident shall receive the benefits mandated by law; including, but not limited to, workmen's compensation coverage, as well as additional benefits as may be implemented from time to time according to Employer's policies.

2.3 Professional Malpractice Liability Insurance. Resident shall receive professional malpractice liability insurance coverage for Employer-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 Employer-related activities Resident provided while enrolled in the Program, even after Resident completes and/or leaves the Program and Employer.

III. OBLIGATIONS OF EMPLOYER

- 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 the 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.** Employer shall facilitate involvement of Resident in appropriate Employer committees or councils addressing patient care issues.
- 3.3 Designation of Director.** Employer 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.** Employer shall provide Resident with an educational program regarding physician impairment, including substance abuse. Employer shall inform Resident of, and make available, GME specific Policy regarding Resident Impairment and Substance Abuse, which is based on Employer’s written policies for handling physician impairment, including impairment related to substance abuse.
- 3.5 Non-Harassment.** GME specific Policy regarding Resident Non-Harassment outlines faculty responsibility, reporting, corrective measures, and methods to educate about and prevent and correct sexual harassment.
- 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.** Employer shall provide Resident with compensation and benefits as described in Section II.
- 3.8 Grievance Procedures.** Employer shall provide Resident with a process to resolve a grievance. A grievance shall be defined as a claim or dispute by Resident against Employer concerning the interpretation or application of Resident Agreement, rules, regulations, or written policies of Employer affecting Resident, the treatment of Resident in the Program, and/or the evaluation of Resident’s performance while in the Program.
- (a) **GME Specific Policies.** Resident acknowledges that these grievance resolution procedures replace completely any processes which may otherwise be available to employees of Employer.
- 3.9 Resident Fatigue.** Resident will be provided with education about fatigue and sleep deprivation when Resident begins Program and annually thereafter. 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.

IV. **OBLIGATIONS OF RESIDENT**

- 4.1 Employer Bylaws, Rules, Regulations and Policies.** To comply with the bylaws, rules, regulations, and policies of Employer 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 Council, Medical Staff, Board of Trustees, or Administration of Employer, and/or any other duly authorized source, including but not limited to:
- (a) Employer Bylaws and Policies and Procedures;
 - (b) Employer Medical Staff Bylaws and Rules and Regulations;
 - (c) All other policies, rules, and regulations of Employer; and
 - (d) Medical Staff Standards of Accreditation of Hospitals.
- 4.2 Employer's Mission.** To accept and respect the mission of Employer and its values of service excellence and to abide by Employer's business conduct principles and the behavioral expectations articulated in Employer 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 Employer's Policy.
- 4.4 Patient Care.** To provide safe, effective, and compassionate patient care whenever assigned or assumed.
- 4.5 Employer and GME Policies.** To be subject to Employer's 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 Employer 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. All of such reports, records and supporting documents belong to the Employer.

- 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.
- 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.
- 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 Employer. 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 Employer.
- 4.14 HIPAA.** To comply with provisions set forth by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and endorsed by Employer in conjunction with guidelines set by the ACGME and AOA.
- 4.15 Medical Malpractice.** Resident must meet all requirements for coverage under Employer’s professional liability insurance policy and other applicable liability insurance policies.
- 4.16 Compliance.** Resident’s services hereunder must be provided in compliance with: (i) the standards of the Joint Commission; (ii) all applicable Federal and State laws, regulations, and rules; and (iii) the rules and policies of Employer, including, without limitation bylaws, policies, rules and regulations of Employer and Employer’s Medical Staff, as may be amended from time to time.

V. OUTSIDE EMPLOYMENT (“Moonlighting”)

- 5.1** Any 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 in his sole and absolute discretion believes such outside activity is interfering with assigned duties or obligations. The approval and extent of acceptable off-duty employment is wholly within the discretion of the Program Director. The Employer-provided professional liability insurance 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 Cause for Termination. If Resident breaches any provision of this Agreement or any applicable law, regulation, rule or policy, including, without limitation the conditions precedent enumerated in Section 6.1(c) below, the Employer shall have discretion to terminate this Agreement and Resident's employment.

This Agreement may also be terminated at any time by a Written Release by Mutual Consent of the Resident and Employer. In the event of such termination, the Program Director shall determine the amount of credit, if any, toward satisfying education requirements to be awarded the Resident.

Employer 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 Employer's Bylaws, Medical Staff Bylaws, Rules and Regulations, or any policies, procedures, rules, and regulations of Employer;
- (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 Employer's Chief Executive Officer;
- (f) Conduct prejudicial to the best interests of Employer;
- (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;
- (k) Conviction of Resident of any crime punishable as a felony; or

- (l) Resident's resignation or suspension of privileges from the medical staff of any hospital, revocation or suspension of DEA registration, or exclusion from participation in any federal or state health care program.

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 Employer.

6.3 Effect of Termination. In the event of termination, all rights and obligations of the parties hereunder shall cease, provided, however, that the provisions of Sections 4.8, 7.5, and 7.9 shall survive termination of this Agreement. Notwithstanding any current or future bylaw, rule or regulation to the contrary, Resident shall not be entitled to challenge Employer's right to terminate this Agreement pursuant to Section 4.03 below or Employer's right to decline to renew this Agreement. Upon termination of this Agreement for any reason, Resident waives all rights to his/her position under Employer's or the Medical Staff's bylaws, rules or regulations.

6.4 Compliance with Law. If at any time either party reasonably believes, in good faith, based upon the advice of competent health care counsel, that this Agreement or the performance of any obligations under this Agreement, violates any State or Federal law or regulation; or presents a substantial risk of the loss or restriction of that party's certification, license or right to (a) participate in Medicare, Medicaid, Tricare or any other governmental health care program, (b) provide health care services, or (c) operate an acute care hospital; then that party may, upon written notice, require the other party to enter into good-faith negotiations to modify this Agreement in a manner that would retain as much as possible of the economic arrangements originally contemplated by the parties without violating any applicable legal, tax, or reimbursement requirements. If the parties are unable to reach an agreement concerning the modification of this Agreement within thirty (30) days after the date of the notice seeking negotiations (or sooner if required by law), then either party may immediately terminate this Agreement upon written notice to the other party. The rights of the parties under this Section are in addition to any other termination rights they may have.

6.5 Loss of Training Program Approval. In the event the Employer loses its training program approval, discontinues the training program or loses approval for trainee positions during the period of this Agreement, on the effective date of such action, the Resident shall have the option to be released from this Agreement and shall not be prohibited from immediately entering another program approved by the AOA for OGME-3 training. Also, effective on the date of such action, the Program Director shall grant the OGME-3 credit for that portion of the residency completed and released there from. In the event of discontinuation of the training program, the Program Director agrees that every effort will be made to place the OGME-3 in another appropriate program.

6.6 Notice. Resident may terminate this Agreement upon thirty (30) days prior written notice to Employer but only for a material breach of provisions of the Agreement by Employer or the failure of Employer 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.

- 6.7 **Appointment Length.** Employer's appointment of Resident shall be for a one-year term, and reappointment to a subsequent year of residency shall require Employer's consent as evidenced by the execution of a new agreement.

VIII. **GENERAL COVENANTS AND CONDITIONS**

- 7.1 **Patient Records.** All records relating to any patient treated by Resident are the property of Employer, and shall be treated as confidential as required by law and shall be the property of Employer. However, Resident shall have access to such records in accordance with applicable State and Federal Laws and Employer's 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 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.** Employer shall provide (or arrange for the providing thereof) Resident such support services and personnel as Employer 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 Employer. Resident hereby assigns to Employer the exclusive right to bill for, collect and retain any and all fees, reimbursement, payments and income attributable to services Resident renders hereunder. Under no circumstances may Resident bill any patient or public or private third-party, reimbursement program or entity for services Resident renders hereunder. Resident shall cooperate with and assist Employer and Employer's agents in all billing and collection efforts related to services Resident performs hereunder.
- 7.6 **Noninterference With Professional Judgment.** The provisions of this agreement notwithstanding, Employer 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 Employer; 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 Employer's Chief Medical Officer.

7.7 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 Employer 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 Employer 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 Employer, to assure compliance by Employer with any such statutes, laws, rules, and/or regulations.

7.8 Confidentiality. During the course of Resident's employment, Resident will acquire private proprietary information concerning Employer's finances, business practices, operations, policies and procedures, strategic plans, patient care, and related matters (collectively "Confidential Information"). The Confidential Information is and shall remain the sole and exclusive property of Employer. Resident may not at any time during or after the term of this Agreement, for any reason whatsoever, with or without cause, directly or indirectly use for any purpose or disclose or distribute to any person, corporation, partnership, sole proprietorship, governmental agency, organization, joint venture or other entity, any Confidential Information.

Resident shall not disclose the contents of this Agreement to any third party, except as may be reasonably required for Resident to secure advice from professional advisors or as may be required by law. Resident shall notify Resident's professional advisors of the nondisclosure requirements of this Agreement and direct them to comply with same.

At all times, patients treated by Resident shall be patients of Employer, not patients of Resident. Accordingly, all patient records and files, including medical records and x-rays, are property of Employer. In the event of the termination of this Agreement, all records and files shall be retained by Employer. Upon the termination or expiration of this Agreement for any reason, Resident will continue to refrain from using or disclosing Confidential Information. Following termination, all of Resident's rights to Employer's books or records, case stories and reports, memoranda, files, patient lists, accounts receivable, work in progress, telephone numbers, Confidential Information and other assets and documents relating to Employer's operations shall cease.

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.

7.10 Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person, effective three (3) business days after mailing if mailed by certified mail, postage prepared, return receipt requested, or effective the next business day if delivered by overnight courier with charges prepaid, at the Resident Address and Employer Address set forth on the Cover Page, or to such other address as either party shall have designated for notices to be given to him or it in accordance with this Article, with a copy to LifePoint Health, 330 Seven Springs Way, Brentwood, TN 37027, Attn: Legal Department.

7.11 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.

- 7.12 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 C, attached hereto and incorporated herein by reference.
- 7.13 Entire Agreement.** 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.
- 7.14 Amendment.** The terms of this Agreement may only be amended in writing executed by each of the parties hereto.
- 7.15 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.
- 7.16 Successorship.** This Agreement shall be binding upon and inure to the benefit of Employer 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.
- 7.17 Assignment.** Neither Employer nor Resident may assign any rights or obligations created by this Agreement without the express prior written consent of the other party.

EXHIBIT B
SUPPLEMENTAL BENEFITS

During the Term of the Agreement, Resident shall be entitled to the following:

- A. Compensation.** Employer shall pay Resident the Base Salary, which is the rate established for Residents of like specialty. The Base Salary will be payable in bi-weekly installments in accordance with Employer's routine payroll procedures, less applicable deductions and withholdings.
- B. Supplemental Benefits.** Employer agrees to provide Resident with the following supplemental benefits:
- i. Individual and Family Coverage. In Employer'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 Employer-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 Employer-related activities Resident provided while enrolled in the Program, even after Resident completes and or leaves Program and Employer.
 - iii. Term Life Insurance. Equal to one (1) year's Base Salary.
 - iv. Paid Vacation, Sick Time, and Holidays. Resident shall also be provided vacation, sick, and holiday time computed in accordance with Employer'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 Employer Representative.
 - v. Disability Compensation. In the event of an inability to perform duties as a Resident as provided by Employer's Disability Insurance plan.
 - vi. Leaves of Absence Resident shall also be eligible for full, partial, and unpaid leaves of absence in accordance with Employer's policies. Resident shall be required to make up missed training time as required by Employer's policies 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.
 - ix. Parking. Resident shall be provided with parking.
 - x. On-call Accommodations. Customary hospital lodging in a secured area while on-call.
 - xi. Meals. Resident may be provided with meals according to each program's policy and at the discretion of the Program Director.
 - xii. Scrubs and Lab Coats. In keeping with the practice at Employer, the medical staff and Residents are provided with scrubs and lab coats and are responsible for maintaining them.

- xiii. Restrictive Covenant. Resident shall not be required to sign a non-competition guarantee.
- xiv. Residency Program Closure or Reduction. Resident shall be informed of Resident Program Reduction/Closure in accordance with the GME specified Policy.
- xv. Transition Payment. If Resident's Level of Training is PGY-1, Resident shall be eligible for a one-time transition payment to assist new PGY-1 resident physicians with the transition into their graduate medical education. The amount of this transition payment is a one-time payment of Five Thousand and 00/100 Dollars (\$5,000.00), less applicable deductions and withholdings.
- xvi. Resident Orientation. If Resident is a new hire and Resident attends new hire orientation, Employer shall pay Resident One Hundred and 00/100 Dollars (\$100.00) less applicable withholdings and deductions per day for each day Resident attends new hire orientation prior to the Effective Date.
- xvii. Educational Allowance. Resident shall be eligible for the Educational Allowance (set forth on the Cover Page) during the Term of the Agreement. Employer's GME Policy pertaining to Educational Allowance applies to any reimbursement pursuant to this paragraph. Notwithstanding the foregoing, any out-of-state travel expenses must be approved in advance by the CEO for said expense to be reimbursable under this Agreement.
- xviii. Chief Resident. If Resident is selected as the Chief Resident, Resident will provide the Chief Resident Responsibilities outlined in Exhibit D. To the extent Resident is not selected as Chief Resident, this provision shall be null and void.

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EXHIBIT C
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 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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EXHIBIT D
CHIEF RESIDENT RESPONSIBILITIES

- I. Overview. The Chief Resident position (the "Chief Resident"), with its various responsibilities, is one of the most important leadership positions in the Residency. The qualities of the Chief Resident inspire other residents, medical students, and, at times, faculty to achieve new goals in their own careers. The roles and responsibilities assumed by the Chief Resident include, but are not limited to, teaching, being an administrator (manager), problem solver, friend and leader, and an advocate for the residents. In short, the Chief Resident is the glue that keeps the Residency together.

Demonstrates competency in the following categories as established by the Accreditation Council of Graduate Medical Education:

- | | |
|-------------------------------|---------------------------------------------|
| (i) Patient Care | (iv) Interpersonal and Communication Skills |
| (ii) Medical Knowledge | (v) Professionalism |
| (iii) Practice-Based Learning | (vi) Systems-Based Practice |

- II. Goals. Become an effective role model, leader, clinician, administer, and educator.

- III. Objectives. Objectives are grouped into skill ("S") and knowledge ("K"), and by the end of the Chief Resident year, the successful candidate should be able to:

1. Understand principles of adult learning and the process of teaching (simple to complex) to residents and medical students at varying levels of ability (S and K).
2. Learn and understand the principles of effective supervision of residents while acting as a liaison between the Program Director and residents to achieve the administrative, educational, and clinical goals (S and K).
3. Understand and acquire knowledge of the peer review process and the different leadership and negotiation styles to achieve a desired outcome (critical evaluation of resident performance and institution of corrective action to improve the performance of residents when necessary) (S and K).
4. Assess Residency educational program and develop and recommend areas for improvement (S).
5. Continued development of medical knowledge and clinical skills in patient care including the use of informational databases, computer technology, and literature review to achieve administrative and educational goals (K).
6. Understand the method of active listening and act as a mentor (role modeling, morale building, career development, and ethical teaching) (S and K).
7. Develop skills and attitudes that allow for effective supervision and teaching of residents in clinical situations (S and K).

- IV. Responsibilities. The Chief Resident shall have the following responsibilities:

1. Teach residents, medical students, and other healthcare providers on various topics in Medicine.
2. Be available to be a liaison between the Program Director and residents.
3. Be available to be a liaison among those outside the Residency (residents from other GME programs, nurses, department managers, etc.) and the Residency as a whole.

4. Meet regularly with the Program Director to review and discuss issues affecting the Residency.
 5. Participate in educational conferences
 6. Attempt to develop educational training sessions that utilize Employer's Medical Skills Learning Center (Simulation Lab) to promote resident skills.
 7. Develop, supervise, and maintain resident work schedules with assistance from residency personnel.
 8. Participate in ongoing clinical research with a faculty member and/or fellow residents.
 9. Actively participate in the residency recruitment process.
 10. Attend and participate in hospital or clinic committees.
 12. Supervise residents to access quality of care (peer review) and provide guidance.
- V. Evaluation. The process of assessing the requirements of being Chief Resident will be regularly scheduled. The Program Director and/or teaching faculty will give feedback as necessary in a timely fashion concerning performance, problems, etc., to allow for correction. Evaluation will be based upon mutual curriculum goals and objectives. Evaluations (reports) will be solicited from other residents, teaching faculty, Chairs of Departments, and others who have had significant contact (or observation) with the Chief Resident.
- VI. Compensation. As compensation for the Chief Resident Responsibilities provided by Resident under this Exhibit D, Employer shall pay to Resident the sum of \$0.00 per year ("Chief Resident Compensation"). The Chief Resident Compensation shall be payable in accordance with Employer's standard payroll practice

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