

RESIDENT EMPLOYMENT AGREEMENT

This RESIDENT EMPLOYMENT AGREEMENT (“Agreement”), is dated as of **DATE** by and between FRANCISCAN ALLIANCE, INC. d/b/a FRANCISCAN HEALTH OLYMPIA FIELDS, an Indiana not-for-profit corporation (“FH”), and **RESIDENT NAME, DO or MD** (“Resident”).

RECITALS

A. Franciscan Alliance is organized and operates exclusively for charitable purposes, including the provision of health care services through hospitals and healthcare facilities, including FH through which it provides health care services to the community in its service area, and in conjunction therewith, maintains a training program approved by the Accreditation Council for Graduate Medical Education (“ACGME”) during the term of this Agreement, to provide education and training to postdoctoral medical residents and fellows, among others, in accordance with the Hospital’s Graduate Medical Education Program, including the postdoctoral education and training program at FH in the field of **PROGRAM NAME** (“Training Program”);

B. Resident applied to and been accepted for participation in the Training Program as a Post Graduate Year (“PGY”) **level #**;

C. The Resident desires to be employed by FH for purposes of participating in the Training Program, and FH desires to employ Resident for such purposes, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending legally to be bound, hereby agree as follows:

1. Employment.

1.1. Conditions Precedent to Employment. The initial employment of Resident by FH and the commencement date of the Term of Resident’s initial employment are subject to the prior satisfaction or waiver by FH of FHs’ completion of due diligence reviews and background checks of Resident and Resident hereby consents to such reviews and background checks. Such background checks may include, but are not limited to, investigations into whether: Resident has been suspended or excluded from participation in the Medicare or Medicaid Programs Resident’s license to practice medicine in any jurisdiction has been suspended, revoked, or otherwise restricted; Resident has been the subject of any complaint or report concerning Resident’s competence or conduct to any state medical or professional licensing agency; Resident’s privileges at any hospital, health care facility, or under any health care plan have been denied, suspended, restricted, or terminated; Resident’s controlled substance registration certificate issued by the Drug Enforcement Administration or the State of Illinois has been suspended, revoked, or not renewed; Resident has ever been charged with the commission of a crime, other than minor traffic offenses; Resident has satisfactorily completed and obtained all necessary requirements, certificates and approvals to participate in the Training Program, including but not

limited to residents will not be eligible to commence PGY-3 training unless Resident has successfully and satisfactorily completed COMLEX-3/USMLE-3 pursuant to ACGME standards as of the commencement date of the Term; and Resident has engaged, or allegedly has been in engaged, in any conduct which, in FH's sole discretion, FH believes may reflect poorly on the Resident or FH. If requested by FH, Resident shall submit to drug and/or alcohol screening tests, and the results of such test shall be satisfactory to FH.

FH reserves the right to, and Resident agrees FH may, repeat or conduct any additional background checks and reviews, including drug and/or alcohol screening tests, as FH deems necessary in its sole discretion from time to time during the Term of this Agreement and Resident hereby consents to and agrees to cooperate with same.

1.2 Employment Engagement and Position Description. Subject to Section 1.1, FH hereby employs Resident, and Resident accepts employment by FH to participate in the graduate medical education training program at FH in the Training Program and pursuant thereto provide such professional medical and administrative services as requested by FH from time to time (collectively, "Services"). Resident accepts this employment according to the terms of this Agreement. Except as may be expressly provided to the contrary herein, Resident shall provide Services for FH on a full-time and exclusive basis, devoting all of his or her professional efforts. Resident shall not engage in the practice of medicine other than on behalf of FH, except as may be expressly provided to the contrary herein or with prior written consent of FH. Refer to Exhibit C.

Prior to advancement to the next PGY level, resident must successfully complete all requirements of the current training year.

1.3 Conflict of Interest; Moonlighting.

1.3.1 Conflict of Interest. Resident agrees to comply with FH's Conflict of Interest Policy applicable to its residents, as published and amended from time to time. Resident shall not accept employment or contractual obligations with any other entity, organization or individual or otherwise engage in the private practice of medicine, except as may be otherwise expressly permitted to the contrary herein, or, in each other instance, without prior written approval of FH. Failure to acquire prior written approval will constitute a material breach of this Agreement. Further, Resident agrees to execute necessary documents or certifications of disclosure pursuant to the Conflict of Interest Policy.

1.3.2 Moonlighting. Resident shall not provide professional or administrative services other than within the Training Program, except as may be expressly provided to the contrary herein or with prior written consent of FH. Requests for permission to engage in the provision of services outside of Resident's employment hereunder should be addressed to the FH Designated Institutional Official. The provision of services outside of Resident's employment hereunder will not be covered under the professional liability insurance policy maintained by FH for the Resident, when provided outside of FH. See 'Policy Section'.

1.4 Ethical and Religious Directives. Resident agrees to abide by and comply with *The Ethical and Religious Directives for Catholic Health Care Services*, as promulgated by the United States Conference of Catholic Bishops and interpreted by the local bishop from time to time, (“the “Directives”) while acting within the scope of his or her employment by FH. Resident acknowledges that he or she has been provided a copy of the Directives by FH and has read them. A copy of *The Ethical and Religious Directives for Catholic Health Care Services*, 6th Edition, as of the date of this Agreement may be found at the following link:

<http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf>

1.4.1 Private Practice Exception. If Resident spends any portion of his or her professional time engaged in or counseling activities which are prohibited by the Directives, he or she must do so in a limited private-practice capacity outside the scope of his or her employment hereunder (e.g. moonlighting), and the provisions of Exhibit A, attached to this Agreement and incorporated herein, shall apply.

1.4.2 No Abortions. Resident may not perform abortions or prescribe abortifacient medications or devices or provide counseling or referral for abortion, even in a private practice capacity.

1.5 Applicable Standards. Resident shall perform all Services hereunder in a cooperative, collegial and non-disruptive manner and in compliance with all relevant federal and state laws, regulations, and standards governing the practice of medicine. Resident shall perform all duties hereunder in conformance with all requirements of FH policies and procedures (including but not limited to privacy policies) and FH’s Corporate Compliance Program. Resident further agrees to: (i) meet and maintain at all times all resident eligibility requirements for participation in the Training Program, including obtaining appropriate or necessary training licenses consistent with applicable state and local requirements; (ii) perform all duties assigned by FH to Resident to the best of his or her ability; (iii) maintain and comply with standards of intellectual, educational, temperamental, moral, ethical and professional competence, conduct, performance and responsibilities as determined by FH, and to conduct him or herself in a professional and ethical manner at all times; (iv) comply with all ACGME Program Requirements, GMEC Policies and the policies and procedures applicable to residents of FH and, as applicable, training sites to which Resident is assigned; (v) devote his or her entire effort to the Training Program and engage only in such activities of a professional nature as are approved by FH and are in compliance with ACGME Program Requirements; (vi) refrain from engaging or participating in any professional or nonprofessional activities outside the scope of the Training Program which would interfere with Resident’s effective performance of this Agreement; and (vii) follow the policies and procedures delineated for evaluation of Resident’s performance. Resident agrees to participate in such education and training sessions as FH may require from time to time, including without limitation sessions regarding FHs’ mission, legal compliance, and risk management and any other standard described in this Section 1.5.

1.6 Patients; Nondiscrimination. In connection with the Services under this Agreement, Resident shall (i) participate in, and abide by all applicable requirements and

guidelines of, all third-party payor agreements and health plans designated by FH, including without limitation, the Medicare and Medicaid programs and will not contract or participate with any other third-party payor or health plan or other contracting organization without the prior written consent of FH; and (ii) provide services without regard to of sex, race, color, religion, disability, source of payment, or national origin. Such treatment shall be consistent with the facilities, personnel, and equipment available and in conformity with the prevailing professional standard of care in the community.

1.7 Notice of Adverse Event. During the term of this Agreement, Resident shall notify FH immediately, or as soon as possible thereafter, in the event that: (i) Resident's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted; (ii) A complaint or report concerning Resident's competence or conduct is made to any state medical or professional licensing agency, including without limitation, the Illinois Department of Financial and Professional Regulation, Division of Professional Regulation; (iii) Resident's controlled substance registration certificate (issued by the Drug Enforcement Administration or State of Illinois), if any, is being, or has been, suspended, revoked, or not renewed; (iv) Resident's participation as a Medicare or Medicaid provider is under investigation or has been terminated, or if Resident is currently, or has been, excluded from any Federal health care program; (v) Resident's conviction of a felony or crime of moral turpitude.

2. Obligations of FH.

2.1 Training Program. FH shall: (i) provide Resident an educational program substantially in accordance with ACGME standards, requirements, policies procedures, rules and regulations ("ACGME Program Requirements") for residency education and training, as may be modified from time to time, and reasonably necessary space, equipment, and supplies, management, and support staff related thereto, including but not limited to the provision of sleeping quarters and access to food for extended work periods as necessary; (ii) define the duties of Resident within the Training Program; (iii) furnish Resident with access to information on its education program (which serves as a guide for residency training), including but not limited to grievance and due process procedures, leave of absence policy, sick leave policy, policy on effects of leaves on satisfying criteria for Training Program completion, policy on moonlighting and other professional activities outside the Training Program, policy on physician impairment and substance abuse, policy on sexual harassment, policy on closure of Training Program or reduction in approved trainee positions; and (iv) operate the Training Program in substantial compliance with the site-related government requirements as applicable to the FH in its capacity as the base institution (as defined in the Program Requirements, as may be revised from time to time by ACGME); (v) provide Resident with or make available a copy of the policies and procedures of FHs' Graduate Medical Education Committee ("GMEC") and the GMEC's policies and procedures ("GMEC Policies"), provided FH may modify any of the GMEC Policies at any time, with or without notice or consent of Resident; (vi) compensate Resident in accordance with Section 3 below; (vii) provide professional liability insurance in accordance with Section 2.2 below; (viii) upon successful completion of the Training Program and satisfaction of all obligation to FH, present a certification of successful completion. Board eligibility will be consistent with ACGME requirements for each program.

2.2 Professional Liability Insurance. As of the commencement date of the Term and at all times throughout the Term of Resident's employment hereunder, FH will maintain or cause to be maintained professional liability insurance covering Resident in such amounts as shall be determined by FH for all acts or omissions arising from Services, regardless of whether such claims are made during the Term or thereafter. FH shall select and may change the insurance carrier. Resident shall only be covered by FHs' professional liability coverage while Resident is acting within the scope and course of employment with FH. FH shall have the sole right and authority as to the handling of claims, including settlement thereof.

3 Compensation, Assignment and Billing.

3.1 Compensation. In consideration for Resident's Services, FH shall pay Resident an annual stipend of **\$ANNUAL SALARY**. All such compensation shall be paid in installments in accordance with FH's usual and customary payroll practices, subject to all applicable withholding and deductions, in accordance with the applicable policies and payroll practices of FH.

3.2 Benefits. During the Term of this Agreement, Resident shall be entitled to all such employment benefits as may, from time to time, be made generally available to residents of FH. FH shall have the right to determine and change the types, availability and employee costs of benefits made available to residents at any time and from time to time, including health, dental, vision, paid time off and other benefits..

3.3 Service Revenues Assignment; Other Non-Patient Revenues. All revenues generated directly or indirectly by Resident acting within the scope of his employment shall be the exclusive property of FH, and Resident assigns to FH such revenues and the right to bill for and collect any charges made for his or her Services rendered to patients.

3.4 Fee Schedule; Billing and Collection. FH shall establish professional fees for Resident and shall periodically review and evaluate the appropriateness of those fees. FH agrees that all fee schedules shall be based on community and industry standards. FH shall bill and collect any fees or charges for Services rendered by Resident pursuant to this Agreement. Resident shall prepare specific, accurate and timely medical records in accordance with FH policies and the requirements of Medicare and other third-party payors to enable FH to timely bill, and receive payment for, Resident's Services. In the event that Medicare or any other third-party payor refuses to pay FH for any of Resident's Services because Resident has not timely and accurately prepared and submitted the medical records for such Services, then Resident may be subject to disciplinary action. Resident shall also cooperate with and assist FH in the collection of such fees and charges. If any fees are received by Resident, such amounts shall be assigned and turned over to FH. Resident agrees that his or her sole compensation for the Services provided under this Agreement shall be the compensation paid by FH as provided in Section 3.1.

4. Commencement and Term. The term of Resident's employment shall commence on **START DATE** and shall continue for a period of **12 (twelve)** months ending **END DATE**, subject to extension by FH in accordance with Section 8 below ("Term"). Upon expiration or termination of this Agreement, neither party shall have any further obligations except for

obligations accruing prior to the date of expiration or termination and obligations which are expressly made to extend beyond the termination of this Agreement.

5. **Termination.** Resident's employment shall terminate upon any of the following events:

5.1 **Termination by Agreement.** This Agreement may be terminated at any time upon the terms set forth in a written document signed by both parties.

5.2 **Termination For Cause.** Either party may terminate this Agreement for cause in the event the other party fails to perform its covenants and obligations pursuant to this Agreement (a "Violation") by giving thirty (30) days prior written notice of termination specifying the Violation to the other party and such Violation is not corrected within the 30-day notice period ("Cure Period"). Notwithstanding the forgoing, if within six (6) months following the Cure Period a subsequent Violation is committed by the same party that is the same or similar to that party's prior Violation, then the non-breaching party may terminate this Agreement with thirty (30) days' prior written notice but without having to provide any further Cure Period.

5.3 **Immediate Termination for Cause.** FH may immediately terminate this Agreement, without a Cure Period, at its sole option, upon providing written notice to Resident, in the event: (1) his or her license to practice medicine in Illinois or any other state is suspended, revoked or limited; (2) his or her clinical privileges or Medical Staff membership at any hospital is suspended, revoked or limited; (3) his or her federal DEA permit or state CSR, if any, is suspended, revoked or limited; (4) Resident is suspended or excluded from participation in any government health care plan; (5) Resident is charged with a criminal offense other than a minor traffic offense; (6) Resident engages in conduct that is disruptive, unprofessional, unethical, fraudulent, inconsistent with FH's core values, or constitutes a threat to the health, safety or welfare of any person; (7) Resident fails to positively respond to or comply with, as solely determined by FH, a performance improvement plan established by FH and communicated to the Resident to improve his or her performance; or (8) while acting within the scope of his or her employment with FH, Resident fails to abide by and adhere to *The Ethical and Religious Directives for Catholic Health Care Services*; or (9) while acting in a limited private practice outside the scope of his or her employment with FH, Resident fails to abide by and adhere to Section 1.4.2 or Exhibit A. In lieu of or in addition to such termination, FH at its sole discretion may take corrective action (e.g., suspension) against Resident as it deems appropriate.

5.4 **Death.** This Agreement shall automatically and immediately terminate without notice upon the death of Resident.

5.5 **Disability.** FH may terminate this Agreement in the event of a Permanent Disability of the Resident. "Permanent Disability" shall have the meaning ascribed to such term by any FH permanent disability insurance policy in effect at the time applicable to Resident or, if none, his or her inability to perform substantially all his or her duties and responsibilities hereunder, by reason of a physical or mental disability or infirmity, for either: (i) a continuous period of six (6) months, or (ii) one hundred eighty (180) days during any twelve (12) month period. The date of such Permanent Disability shall be (A), in the case of clause (i) of the immediately preceding sentence, the later of the last day of such six (6) month period or the day

on which Resident submits satisfactory medical evidence of such Permanent Disability or (B) in the case of clause (ii) of the immediately preceding sentence, such date as is determined in good faith by FH.

5.6 Termination Due to Closure of the Training Program. Regardless of the reason, in the event Training Program loses any necessary accreditation or approval, including ACGME approval, or the Training Program is closed or the number of positions available in the Training Program is reduced (“Closure Event”), FH may terminate this Agreement upon written notice to Resident. FH will notify Resident 30 days prior to the effective date of such Closure Event, if reasonably practicable or otherwise as soon as practicable; provided the foregoing shall not be a condition precedent to termination under this Section 5.6.

5.7 Termination as a Consequence of Law. This Agreement may be terminated as provided in Section 7, Compliance with Laws and Regulations.

5.8 Return of FH Property. Upon the termination of his or her employment for any reason, Resident agree to promptly return to FH, without retaining a copy thereof, all property which belongs to FH, including equipment, medical and office supplies, parking cards, keys, prescription pads, documents, records, reports, computer thumb drive(s), files, samples, books, correspondence, lists, including, but not limited to price and patient lists, or other written or graphic records, including originals and all copies, which are or have been in his or her possession or control.

6. Confidentiality. Resident acknowledges that any and all information related to FH concerning either of their (i) treatment of patients by Resident or others, (ii) conduct of providing health care, (iii) policies, procedures, operating manuals, (iv) financial information, (v) business operations, and (vi) business plans and projections (collectively, “Confidential Information”) is strictly confidential, constitutes the exclusive and proprietary property of FH and shall not be disclosed by Resident to any third party. Resident agrees (i) to comply with state and federal laws regarding confidentiality of individually identifiable health information, including, but not limited to, HIPAA (Health Insurance Portability and Accountability) and (ii) to comply with all FH policies and procedures pertaining to use and disclosure of individually identifiable health information or proprietary business information. Resident agrees that, during the term of this Agreement and after the termination of this Agreement, Resident shall not (other than for use in the course of providing treatment to a patient) use, take or retain outside of FH or locations designated by FH any individually identifiable health information or Confidential Information or copies of any of the same.

7. Compliance with Laws and Regulations. The parties believe that this Agreement complies with all relevant federal and state laws and regulations. Should either party have a good faith belief that this arrangement creates a material risk of violating any such laws or regulations, as now in effect or as subsequently enacted or interpreted, the party shall give written notice to the other party, together with a legal opinion of a firm recognized as having expertise in health law matters setting forth the basis for such belief. Both parties shall then make a good faith effort to amend the Agreement to comply with such laws or regulations or other authority. In the event

the parties cannot agree in good faith to a reformation of the arrangement, this Agreement shall terminate upon 60 days from the date of the initial written notice.

8. Additional Days of Duty. In the event Resident's participation in the Training Program is suspended, regardless of the reason therefor, or FH, in its sole discretion, believes Resident is required to work an additional period of time to remediate a failed rotation or other element of the Training Program, Resident shall work such additional time as FH shall require ("Extended Period"). Except in instances of suspension for failure due to Resident's failure to abide by FHs' policies or Resident's obligations under this Agreement, FH shall compensate Resident pro rata for the duration of such Extended Period and Resident's benefit elections as of the date of the date immediately prior to the commencement of the Extended Period shall remain in effect during the Extended Period.

9. Miscellaneous Provisions.

9.1 Assignment. This Agreement is personal to each of the parties hereto and may not be assigned, by operation of law or otherwise, by any party hereto without first having obtained the written consent of the other party; provided, however, that FH may assign this Agreement without the consent of Resident to (a) Franciscan Alliance or any entity which controls, is controlled by or is under common control with Franciscan Alliance, or (b) a successor in interest or purchaser of substantially all of the assets of FH or its hospital campus in Olympia Fields, Illinois.

9.2 Notices. All notices or other communications required or permitted pursuant to this Agreement shall be in writing and shall be considered as properly given or made (a) upon personal delivery, (b) after the expiration of three (3) days from the date upon which such notice was mailed from within the United States by first-class mail, postage prepaid, or (c) upon confirmed delivery by prepaid courier delivery. All notices shall be so given or made to the parties at the following addresses (it being understood that the address of any party hereto may be changed by a notice in writing given in accordance with the provisions hereof):

If to Franciscan Health:

Franciscan Health Olympia Fields
20201 S. Crawford Ave.
Olympia Fields, Illinois 60461
Attn: President & CEO

If to Resident:

The last known address, as reflected
on FHs' records

9.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified for compliance with such order or, if necessary, severed, and the invalidity, illegality, or unenforceability thereof shall not affect the validity, legality, or enforceability of the remaining portion of the provision and/or the remaining provisions of this Agreement, which shall be fully valid notwithstanding the modified or severed provision or portion thereof.

9.4 Successors. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, and their legal representatives, heirs, successors, and assigns, except as otherwise expressly provided. Nothing in this Agreement will create or be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.

9.5 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, without giving effect to its provisions regarding conflicts of laws.

9.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

9.7 Pronouns and Headings; Sections and Exhibits. As used herein, all pronouns shall include the masculine, feminine, neuter, singular, and plural thereof wherever the context and facts require such construction. The headings, titles, and subtitles herein are inserted for convenience of reference only and are not to be considered in any construction of the provisions hereof. The exhibits attached hereto are incorporated into and made a part of this Agreement.

9.8 Modification/Waiver. No waiver, modification, or termination of any term or provision of this Agreement or any valid addendum, exhibit, schedule, or amendment hereto, shall be effective unless in writing and signed by all parties, except as otherwise set forth herein. Neither party's failure, delay, or forbearance to insist on strict performance of any term or provision of this Agreement or any valid addendum, exhibit, schedule, or amendment hereto, in one or more instances, shall be construed as a waiver of later strict performance of that term or provision, nor shall either party's failure to exercise any right or remedy available to it be construed as a waiver of such right or remedy.

9.9 Entire Agreement. This Agreement and all addendums, exhibits, schedules, and amendments hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

* * *

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written. This Agreement may be executed in multiple counterparts and delivered by facsimile or other electronic or digital transmission, and a printout of the computerized version shall be considered an original.

FRANCISCAN HEALTH:

FRANCISCAN ALLIANCE, INC. d/b/a
FRANCISCAN HEALTH
OLYMPIA FIELDS

By: _____
William Payne, MD (Interim)
Designated Institutional Official

RESIDENT:

[Resident Signature]

RESIDENT'S NAME, DO or MD
Resident's Name Printed

Resident hereby affirms that he has read and will uphold *The Ethical and Religious Directives for Catholic Health Care Services, 6th Edition*. Resident acknowledges any stipend paid by FH will not cover work associated with the activities by Resident in his or her limited private-practice capacity, if any, which are proscribed by *The Ethical and Religious Directives for Catholic Health Care Services*. Resident further acknowledges FH will not provide liability insurance for, and will not process bills or collect revenue for, such proscribed private practice activities, and Resident will need to supply his or her own supplemental liability insurance for such activities.

Resident's Initials

EXHIBIT A

CLINICAL PRACTICE ETHICAL GUIDELINES FOR PROVIDERS EMPLOYED BY FRANCISCAN ALLIANCE

The Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops and interpreted by the local bishop from time to time, (“Directives”) represent the model of Catholic healthcare to which Franciscan Alliance, Inc., its divisions, subsidiaries and controlled affiliates (collectively, “Franciscan Alliance”) adhere. All services provided by Franciscan Alliance must comply with the Directives. The guidelines below are established for physicians, advanced practice nurses, midwives and physician assistants who are employed by Franciscan Alliance (“Providers”).

1. Providers may not perform abortions or prescribe abortifacient medications or devices or provide counseling or referral for abortion, even in a private practice capacity and in premises not owned or leased by Franciscan Alliance or its affiliates.
2. Providers may not engage in, or provide counseling for, other procedures or activities which do not comply with the Directives (“Prohibited Activities”), except in a private practice capacity outside of employment by Franciscan Alliance and subject to the following limitations:
 - a) Any Providers who are employed by Franciscan Alliance and who do not have a limited private-practice provision in their contract may not engage in Prohibited Activities.
 - b) Any Providers who are employed by Franciscan Alliance but who have a limited private-practice provision in their contract and who engage in Prohibited Activities do so in a limited private-practice capacity contrary to any intention on the part of Franciscan Alliance.
 - c) Any Providers who are employed by Franciscan Alliance but who have a limited private-practice provision in their contract may not engage in Prohibited Activities in premises owned or leased by Franciscan Alliance.
 - d) No prescription pad printed with the names of Franciscan Alliance or any of its facilities, divisions or subsidiaries, or any associated logos may be used for the prescription of a drug or medication used for a Prohibited Activity, including contraceptives taken orally for contraceptive purposes.
 - e) Any Provider salary paid by Franciscan Alliance does not cover work associated with Prohibited Activities by the Provider in his or her limited private-practice capacity.
 - f) Franciscan Alliance will not process bills or collect revenue for work exclusively identified with a Prohibited Activity by a Provider in his or her limited private-practice capacity.
 - g) Franciscan Alliance will not provide liability insurance for work associated with Prohibited Activities by the Provider in his or her limited private-practice capacity. The Provider will need to supply his or her own supplemental liability insurance for such work.
 - h) Any Provider offering obstetrical or gynecological services in premises owned or leased by Franciscan Alliance must provide natural family planning (NFP) literature and make appropriate referrals for NFP instructions.
 - i) If a Provider prescribes contraceptives taken orally for contraceptive purposes on premises owned or leased by Franciscan Alliance, then signage must be provided which explains that such prescriptions are provided by the Provider in his or her limited private-practice capacity.

EXHIBIT B

Position Description and Resident/Fellow Responsibilities

The Resident/Fellow provides patient care as directed by their Program Director and Immediate Supervising Physician.

Essential responsibilities all occur under the direct supervision of the immediate attending physician with graduated earned autonomy:

- Conducts initial and ongoing assessment of patient's medical, physical and psychosocial status.
- Performing hospital rounds, presenting the medical problems and treatments of patients as a method of inpatient care and medical education.
- Composes or dictates admission, progress and procedure notes and discharge summaries.
- Develops patient assessment and treatment plans.
- Performs procedures and assists in surgery.
- Performs history and physical examinations of patients.
- Arranges for discharge and after care.
- Provides patient education and counseling covering health status, test results, disease processes and discharge planning.
- Orders tests, examinations, medications and therapies.