**PER DIEM PHYSICIAN EMPLOYMENT AGREEMENT**

**THIS PER DIEM PHYSICIAN EMPLOYMENT AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_, by and among St. Joseph Hospital (hereinafter referred to as “Employer” or “Hospital”), a Maine not-for-profit corporation affiliated with Hallmark Health, Inc., a Massachusetts non-profit corporation,and  (hereinafter referred to as “Physician”). (Employer and Physician each referred to herein as a “Party” and collectively as the “Parties”).

**W H E R E A S:**

A. Employer provides health care services to the communities in its greater service area(the “Communities”) and is a state licensed and Medicare certified acute care hospital exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

B. Employer strives to promote the health and well-being of residents of the Communities in accordance with its tax-exempt purpose as a Hospital and consistent with the Ethical and Religious Directives for Catholic Health Care Services, as defined below; and

C. Physician is duly licensed to practice medicine in the State of Maine (the “License Jurisdiction”); is board certified or eligible to be board certified in the specialty of **Emergency Medicine** (“Specialty”) (as applicable); and is qualified, skilled and experienced in providing health services in the Specialty; and

D. Employer desires to employ Physician to provide professional medical services to benefit the Communities by increasing access to professional services provided by Physician in the Communities at such locations within the Employer’s service area as established by the Employer from time to time (individually referred to as a “Medical Practice” and collectively as the “Medical Practices”); and

E. Physician desires to provide such professional services as an employee of Employer to benefit the Communities.

**NOW THEREFORE**,

In consideration of the mutual Hallmarks and agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **EMPLOYMENT OF PHYSICIAN**

**1.1 *General Employment Terms.*** Employer agrees to employ Physician, and Physician accepts employment with Employer, to render professional medical services to patients in the Medical Practices and at the Hospital (“Patients”). Physician shall perform his or her duties hereunder in accordance with all of Employer’s policies, and procedures in effect from time to time. Physician shall devote his/her best efforts to fulfilling the duties hereunder (as may be scheduled by Employer from time to time), including performing after hours on-call coverage for the Medical Practice and reasonable on-call duties as set forth in **Schedule A**, consistent with Physician’s Specialty and to ensure that the medical needs of Patients are satisfied in a timely and professional manner. In the course of providing services hereunder, Physician will utilize the services provided by the Hospital and its affiliates for the care and treatment of patients, unless the patient expresses a different preference, the patient’s third party payor dictates a different provider or supplier of services, or in Physician’s professional judgment, it is in the patient’s best medical interests to obtain services elsewhere. Employer shall not exercise control, direct or interfere with the Physician’s exercise and execution of his or her professional judgment.

**1.2 *Managed Care Contracting.*** Employer may enter into managed care, indemnity, network or other agreements with third-party payors, managed care networks, employers or governmental entities that could require Physician to provide health care services to plan enrollees and to engage in utilization review, quality assurance and/or peer review activities. In such case, Physician agrees to cooperate with Employer to carry out the obligations of such agreements and further agrees to execute an agreement individually with such plans as required by the entity, network or plan, understanding that, in accordance with **Section 1.3**, all professional fees compensation and remuneration of any form generated by such agreement belong to Employer. Physician shall have no authority to bind Employer to participate in any entity, network or health plan unless Employer specifically consents to such an agreement.

**1.3 *Attorney in Fact for Professional Fees.*** Physician hereby authorizes and appoints Employer as Physician’s attorney in fact for the limited purpose of endorsing, by facsimile or otherwise, any and all payments made to Physician, from any source, for services rendered to a patient by Physician while employed by Employer (whether or not Physician is still employed by Employer at the time of receipt of such payment).

1. **OBLIGATIONS OF PHYSICIAN**

**2.1 *Professional Duties.*** Physician shall provide professional medical services on a per diem basis. Physician agrees to use his or her best efforts and professional judgment in performing all his professional duties hereunder, including, but not limited to, the following:

1. Act in accordance with the Code of Medical Ethics of the American Medical Association or the American Osteopathic Association, as applicable, and with the ***Ethical and Religious Directives for Catholic Health Care Services,* as approved by the United States Conference of Catholic Bishops and amended from time to time, and as interpreted by the applicable Diocesan Bishop**, as applicable.

1. Provide professional medical services in accordance with prevailing standards of quality care, Employer’s bylaws, Hospital medical staff bylaws, peer review and utilization management programs, practice management and other rules, regulations and policies (the “Policies”).
2. Participate in Employer’s quality improvement programs as required to satisfy accreditation guidelines; state and federal law; and the Hospitals’ medical staff bylaws, rules and regulations, and its programs of risk-management and insurance, including participation in Employer’s quality committees where reasonably requested.
3. Work cooperatively with other physicians and staff.
4. Maintain appropriate records, reports, claims and correspondence in accordance with Employer’s Policies and procedures as necessary and appropriate for Medical Practice, including preparing reports of all examinations, procedures and other services performed under the terms of this Agreement within a reasonable period of time of treating a patient, as determined by Employer so as to maintain a complete and accurate medical record for each patient seen.
5. Perform all reasonable acts to maintain Physician’s professional skills at an appropriate level, including, without limitation, compliance with all legal and professional continuing medical education requirements.
6. Cooperate with Employer in the defense of actions, suits, orders, proceedings or investigations affecting Physician and/or Medical Practice.
7. Provide Hospital on-call services and after-hours coverage for the Medical Practice as applicable and as further described in **Schedule A**.
8. Utilize any applicable electronic medical record or documentation systems in place at the Hospital from time to time, including properly participating in training as to the use of said systems.

**2.2 *Physician Representations and Hallmarks.*** During the Term of this Agreement, Physician represents and Hallmarks that all of the following requirements in this **Section 2.2** are accurate. In the event Physician no longer meets any of the following in this **Section 2.2**, Physician shall provide immediate written notice to Employer.

(a) Physician has a valid and unrestricted license to practice medicine in the License Jurisdiction and maintains all necessary, valid and unrestricted federal and state licenses or registrations to prescribe, dispense and administer medication, pharmaceuticals or controlled substances.

(b) Physician possesses clinical privileges at the Hospital, including full active medical staff membership, and such privileges have not been reduced or restricted in any way so as to interfere with Physician’s provision of professional services.

(c) Physician is certified or eligible to be certified with the appropriate accreditation board or body relevant to Physician’s Specialty, if any, but in any event, will be certified in accordance with the certification requirements of Physician’s Specialty as established by Employer.

(d) Physician has not been investigated or disciplined by any professional or peer review organization, governmental agency, managed-care company, provider network or hospital medical staff for any act or omission relating to quality of care, except as previously disclosed on **Schedule B** to the satisfaction of Employer. Physician is not required to list/ disclose St. Joseph Hospital Bangor Medical Staff actions, investigations or reviews.

(e) Physician participates in Medicare, Medicaid and any other governmental health care programs in which Hospital participates, as applicable.

(f) Physician is not a party to any agreement that would be breached by the execution and performance of this Agreement.

(g) Physician has disclosed and will immediately disclose in the future any claims, actions, suits or proceedings pending or threatened against Physician, including without limitation, all medical malpractice suits; any criminal complaint, indictment or criminal proceeding (other than a traffic violation) that names Physician as a defendant; or investigation or proceeding relating to an allegation against Physician for filing false health care claims, violating state and federal anti-kickback or self-referral laws or engaging in other billing improprieties.

(h) Physician has disclosed with respect to any current matter, or will disclose in the future, any physical or mental condition that could impair Physician’s ability to practice medicine; dependency on, or habitual use of, alcohol or controlled substances; participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program; each allegation or investigation against Physician for a violation of professional ethics or standards of care or illegal, immoral or misconduct relating to the practice or medicine; each denial or withdrawal of an application for licensure as a physician, medical staff privileges or membership, board certification or re-certification, participation in any third-party payor program or provider network, state or federal controlled substances registration or professional liability insurance; and restrictive Hallmarks to which Physician is or may be subject.

**2.3** ***Charity Care.*** Physician agrees to support Employer and Hallmark Health, each as a tax-exempt organization, in their shared mission to provide care to individuals regardless of their ability to pay, to comply with the charity care and patient billing policies of the Hospitals and Medical Practices, and to provide charity care during the Term of this Agreement as reasonably requested by Employer and the Hospital and is compensated at fair market value for such services.

1. **CONFIDENTIAL INFORMATION, PATIENT RECORDS, AND INTELLECTUAL PROPERTY**

**3.1 *Confidential Information.*** Except as otherwise provided for herein, Physician agrees to keep confidential and not use or disclose, except as expressly consented to in writing by Employer or required by law, any secret or confidential technology, proprietary information, patient list, marketing and customer information, supplier information, employee information, compensation formulae, performance metrics, financial information or trade secret of Employer, the terms and conditions of this Agreement including, but not limited to, compensation, or any matter or thing learned by Physician through Physician’s affiliation with Employer, the use or disclosure of which may reasonably be construed to be contrary to the best interest of Employer (collectively, “Confidential Information”). This requirement of confidentiality shall not apply to any information that: (a) is or becomes generally available to and known by the public; (b) is or becomes available to Physician on a non-confidential basis from a source other than by Employer or its affiliates, advisors or representatives, provided that, at the time of disclosure to Physician, Physician is not aware that such source was bound by a confidentiality agreement with, or other obligation of secrecy to, Employer; or (c) has already been or is hereafter independently acquired or developed by Physician without violating any confidentiality agreement or other obligation of secrecy to Employer.

Physician acknowledges and agrees that any breach of the terms of this **Section 3.1** will result in irreparable harm to the Employer, that the Employer cannot be reasonably or adequately compensated for such breach and that Employer shall therefore be entitled, in addition to any other remedies that may be available to it, to seek any and all equitable remedies including, without limitation, injunctive relief to prevent such breach and to secure the enforcement thereof. Notwithstanding the above, Physician shall not be prohibited from releasing any Confidential Information to Physician’s legal counsel and financial advisors, provided that Physician requires such legal counsel and advisors to be bound by the terms and conditions of this **Section 3.1** and any applicable state or federal law. In the event Physician is requested or legally compelled to make any disclosure which is prohibited or otherwise constrained by this **Section 3.1**, Physician agrees that he or she will provide Employer with prompt notice of such request and cooperate with Employer in its efforts to decline, resist or narrow such requests. In the event that Physician is compelled to disclose Confidential Information, (a) Physician may furnish only that portion of such Confidential Information that is legally required to be disclosed; (b) Physician shall give Employer written notice of the Confidential Information to be disclosed as far in advance as practicable; and (c) Physician shall use his or her best efforts to obtain (or to cooperate with Employer in its effort to obtain) an order or other reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed.

**3.2 *Books and Records.*** Patient records, papers, patient lists, fee books, files or other documents or copies thereof generated by Physician under this Agreement shall be the property of Employer. Physician shall neither take nor retain any patient records, papers, patient lists, fee books, files or other documents or copies thereof pertaining to Employer’s patients, business, sales, financial condition or products. In the event this Agreement is terminated for any reason, Physician may access patient records throughout the period of transition in order to promote continuity of care and in accordance with applicable law, upon request.

**3.3 *Patient Record Confidentiality.*** Physician shall protect the confidentiality of all patient information (including but not limited to medical records, electronic data, radiology films, laboratory slides and billing information), and shall comply with all written or oral policies of Employer regarding the release of patient information. Physician shall also comply with all applicable state and federal laws and regulations protecting the confidentiality of patient records, including the Health Insurance Portability and Accountability Act of 1996, corresponding Standards for Privacy of Individually Identifiable Health Information regulations, and the Security Standards for Protection of Electronic Protected Health Information, each as amended from time to time (collectively, “HIPAA”).

**3.4 *Intellectual Property.*** All therapeutic modalities, plans, and programs, and all patents, formulae, inventions, ideas for inventions, processes, copyrights, know‑how, proprietary information, trademarks, trade names, strategic and operational planning information, and other developments relating to the provision of medical services, related medico administrative services and/or the physician practice business of Employer (collectively the “Intellectual Property”), and future improvements to such, developed by Physician in the course of employment, during the term of this Agreement are the property of Employer and shall be promptly disclosed to Employer.

**3.5** ***Return of Confidential Information of Employer/Hospital.*** Upon the termination of this Agreement, Physician shall deliver to Employer and Hospital, as applicable, all Employer/Hospital Confidential Information and Intellectual Property which is in Physician’s possession (regardless of medium) and any other information in Physician’s possession that Physician generated on behalf of Employer or Hospital during the period of Physician’s employment.

* 1. ***Survival.*** The provisions of this **Article III** shall survive termination of this Agreement.

1. **PHYSICIAN**’**S COMPENSATION AND BENEFITS**

***4.1 Compensation.*** In consideration for performance of the professional medical services as set forth in **Schedule A**, Physician shall receive compensation as set forth in said **Schedule A**. The compensation terms and structure, including incentive arrangements, set forth in Schedule A may be subject to modification or amendment by Employer from time to time on ninety (90) days’ notice to you, provided that the particular initial programs described in **Schedule A** shall remain in effect for the periods as specified therein. The Partiesagree that all compensation paid to Physician pursuant to this Agreement represents fair market value for the services provided and is not contingent upon the volume or value of any patient referrals or admissions from Physician to Employer or its affiliates. The Parties further agreethat any bonus compensation that may be earned will not be based in whole or in part on revenue generated from the provision of ancillary services (e.g., laboratory and diagnostic imaging services) but only the personally performed professional services of the Physician.

**4.2 *Taxes.*** In accordance with all applicable state and federal laws, Employer shall withhold all required employment and payroll taxes from Physician’s salary.

**4.3 *Benefits.*** As of the Effective Date of this Agreement, Physician shall be entitled to those benefits set forth on **Schedule C**, subject to the applicable eligibility requirements pertaining to particular benefits and the terms and conditions of the plan documents governing such benefits, all as may be amended from time to time by Employer.

# INSURANCE

**5.1 *Liability Insurance Prior to this Agreement*.** If Physician maintained professional liability insurance on a claims-made basis prior to the Effective Date of this Agreement, Physician shall demonstrate to Employer that Physician maintains extended reporting period (tail) coverage for claims arising out of such professional services provided prior to the Effective Date of this Agreement.

**5.2 *Liability Insurance under this Agreement*.** Subject to the satisfaction of applicable underwriting requirements, the Employer shall provide and maintain in full force and effect, at Employer’s expense, a program of professional liability insurance coverage, with customary limits established and maintained by Employer for its employed physicians from time to time and consistent with applicable legal requirements, for any claims arising out of services performed on behalf of the Employer within Hallmark Health. Professional liability coverage may be extended to services performed outside of Hallmark Health only upon prior written approval of the Employer. Policies providing coverage on claims made basis shall include an extended reporting endorsement to provide coverage for any claims made after termination. If Employer is unable to obtain underwriting approval for Physician’s professional liability coverage, Employer may immediately terminate this Agreement for cause.

**5.3 *Survival.*** The provisions of this **Article V** shall survive termination of this Agreement.

1. **TERM, TERMINATION & RESTRICTIVE HALLMARKS**

**6.1 *Term.*** The Term of this Agreement shall be one (1) year from the Effective Date of this Agreement (the “Original Term”), unless terminated in accordance with this **Article VI**. The Effective Date shall be the later of \_\_\_\_\_\_\_\_\_ or the date on which Physician meets the requirements of **Section 2.2** herein. The Parties shall continue this arrangement for renewal terms of one (1) year per renewal term (each a “Renewal Term” and, together with the Original Term, the “Term”) unless either party provides a notice of non-renewal at least one hundred and twenty (120) days prior to the expiration of the then-current Original Term or Renewal Term, as applicable.

**6.2 *Termination For Cause.*** This Agreement shall terminate for cause in accordance with the following:

**(a)** ***Termination for Cause by Employer.***Except for the limited thirty (30) day notice period described under **Sections 6.2(a)(ii)** below, which notice only applies to **Sections** **6.2(a)(ii)**,this Agreement shall terminate immediately upon the occurrence of any of the following events, any of which shall be deemed to be “Employer Cause.” Employer may terminate this Agreement:

(i) Upon the suspension, probation, restriction, revocation, discipline, sanction, surrender or cancellation of Physician’s right to practice medicine in the License Jurisdiction; to treat Medicare, Medicaid or patients of any other federal or state funded health care program, as applicable; or to prescribe medications, pharmaceuticals or controlled substances; provided, however, that the Physician may be suspended without pay pending the final and unappealable resolution of such matter.

(ii) Upon thirty (30) days’ prior written notice to Physician upon any of the following: (i) Physician’s failure, refusal or inability to perform his or her duties required under this Agreement; (ii) failure, refusal or inability to comply with Employer’s Policies/procedures and/or clinical protocols and/or Code of Conduct; or (iii) breach of a material Hallmark, provision, term or condition of this Agreement. If Physician does not cure within thirty (30) days of said notice (which shall set forth the facts that support the claim that Physician is in breach), Employer may terminate this Agreement immediately.

(iii) Upon Physician’s resignation from a professional medical organization, credentialing or certifying board or any medical society or organization based upon a threat of disciplinary action related to Physician’s competence or quality of care.

(iv) Upon a final determination by a governmental entity or agency that Physician has engaged in billing improprieties, including, without limitation, filing false health care claims or violating the anti-kickback or physician self-referral laws.

(v) Upon the misrepresentation of any representation or warranty or other material fact hereunder by Physician or failure to disclose necessary to make the representations and warranties of the Physician true and accurate at all times.

(vi) Upon the revocation, reduction, surrender or resignation of Physician’s membership and/or clinical privileges on the medical staff of Hospital, or any other adverse action against Physician’s privileges at a hospital or by a health plan, or Employer’s inability to add Physician to one or more health plans due to Physician’s inability to meet the health plan’s credentialing requirements.

(vii) Upon Employer’s determination in its reasonable discretion that Physician has engaged in professional misconduct or misconduct resulting in potential harm to the reputation of the Employer or Hospital, Physician has breached his or her professional ethical obligations or Physician poses a direct threat to the safety of patients or other employees of Employer.

(viii) Upon Physician’s indictment or conviction of a felony or if Physician exhibits habitual drunkenness, drug addiction or other substance abuse, as determined by Employer.

**(b) *Termination for Cause by Physician.***Physician may terminate this Agreement immediately upon written notice to Employer for any of the following reasons, each of which shall be deemed “Physician Cause.” Physician may terminate this Agreement:

(i) Upon thirty (30) days’ prior written notice to Employer upon breach of a material provision of this Agreement when Employer fails to cure the breach within thirty (30) days after Employer receives written notice from Physician specifying the nature of such breach.

(ii) When Employer or Hospital loses any certification or licensure required to operate the hospital or to own and operate the Medical Practices, either of which shall not be curable within thirty (30) days after such loss.

***6.3 Termination Without Cause***. Either Party may terminate this Agreement without cause. A party terminating this Agreement without cause shall provide no less than one hundred and twenty (120) days’ prior written notice of termination to the other Party. Employer shall be entitled to liquidated damages at the rate of One Thousand Dollars ($1,000.00) per calendar day if Physician terminates his employment less than one hundred and twenty (120) days after delivery of such notice.

**6.4** ***Termination by Mutual Consent*.** This Agreement may be terminated at any time by mutual, written and signed consent of the Parties.

**6.5 *Termination Upon Death or Disability of Physician.*** This Agreement shall terminate immediately upon the death of Physician or upon the date Physician is declared permanently disabled in accordance with the provisions of the disability insurance policy Employer or its affiliate maintains for Physician or, if no such policy is obtained/maintained, then for purposes of this Agreement, “total disability” shall mean Physician’s inability to perform material duties hereunder due to any illness, physical or mental disability or other incapacity that continues for longer than one hundred and eighty (180) days and is evidenced by a written statement of a physician of Employer’s choosing licensed to practice medicine, and consistent with the Americans with Disabilities Act and similar or subsequent legislation.

**6.6 *Effect of Termination and Payment in Lieu of Notice.*** Upon termination of this Agreement, Employer shall compensate Physician for the salary and accrued benefits due through the date of termination, unless reasonably precluded by the nature of the breach by Physician, and Physician shall thereafter have no further claims against Employer for compensation or benefits. Employer may withhold any amount due to Physician upon termination or expiration of this Agreement until Physician has completed all outstanding medical records and related documentation and billing information. Employer may, at its sole discretion, send a patient notice as to Physician no longer being an employee of Employer. If Employer gives notice of termination, Employer may elect to compensate Physician in lieu of assigning Physician to perform professional services during the notice period. Compensation and benefits during the notice period shall be equal to an average of the compensation earned by Physician during the immediately preceding twelve (12) month period.

1. **ELECTRONIC MEDICAL RECORDS**

**7.1** ***Medicare and Medicaid Electronic Health Records Incentive Programs*.** Physician shall use technology implemented by Employer according to the performance standards of Employer. Physician further agrees to assign to Employer, its successors and assigns any right Physician may have to incentive payments for Physician’s participation and qualification in the Centers for Medicare and Medicaid Electronic Health Care Record Incentive Programs (i.e., meaningful use) or similar incentive payments from any other source earned during the term of this Agreement to the extent such Employer or its affiliate invested the resources to qualify for such payments.

**7.2 *Effect of Termination.***The requirements of this **Article VII** shall survive termination of this Agreement for any reason.

1. **MISCELLANEOUS PROVISIONS**

**8.1 *Assignment.*** This Agreement and all the rights and benefits hereunder are personal to Physician, and neither this Agreement nor any right or interest of Physician herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned without the prior written consent of Employer. Any attempt at assignment without such written consent is void. Employer shall obtain the prior written consent of Physician prior to assignment of this Agreement; provided, however, that Employer may assign any and all of its duties, rights and benefits under this Agreement to its affiliates, successors or assignees without the written consent of Physician.

**8.2 *Changes, Modifications or Alterations.*** No changes or modification of this Agreement shall be valid unless the same is in writing and signed by both Parties, with such written changes approved by an authorized representative from the Office of General Counsel of Hallmark Health, or by such representative’s authorized designee, after the proposed change has been vetted in accordance with the Hallmark Health Clinician Contracting Policy.

**8.3 *Conflict of Interest*.** During the Term of this Agreement, Physician shall not engage directly or indirectly in any activity that may conflict with Physician’s performance of the duties required by this Agreement, whether Physician is acting individually or as an officer, director, employee, shareholder, partner or fiduciary of any entity, without the prior approval of Employer, which approval shall not be unreasonably withheld. Physician shall complete a Conflict of Interest Statement as requested.

**8.4 *Severability*.** The provisions of this Agreement shall be deemed severable, and, if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

**8.5 *Waiver.*** A waiver of any provision of this Agreement must be in writing and signed by the Parties. The waiver by either Party of any provision of this Agreement or the failure of any Party to insist on the performance of any of the terms or conditions of this Agreement shall not operate as, nor be construed to be, a waiver or the relinquishment of any rights granted hereunder and the obligation of the Parties with respect thereto shall continue in full force and effect.

**8.6 *Notice.***Any notice required or permitted to be given hereunder shall be in writing and shall be deemed received when (a) personally delivered, (b) transmitted by postage pre-paid first class certified United States mail, or (c) transmitted by pre-paid, overnight delivery with delivery tracking service sent to the Parties at the addresses below or to such other address, or to the attention of such other person(s) or officer(s), as either Party may designate by written notice to the other Party:

|  |  |
| --- | --- |
| **EMPLOYER:** | **PHYSICIAN:** |
| St. Joseph Hospital |  |
| 360 Broadway |  |
| Bangor, ME 04401 |  |
| Attn: Vice President, Medical Affairs |  |

**8.7 *Entire Agreement.*** This Agreement, inclusive of all schedules and exhibits, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. The Parties acknowledge that in entering into and executing this Agreement, they have relied solely upon the representations and promises contained in this Agreement. This Agreement supersedes all prior or contemporaneous representations and promises, whether written or oral, between the Parties with respect to the subject matter hereof.

**8.8 Go*verning Law.*** This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Maine, without regard to its conflicts of law principles.

**8.9 *Captions and Headings*.** All headings, captions, and section titles used in this Agreement are for ease of reference only and are not to be considered in the construction or interpretation of any provision of this Agreement.

**8.10 *Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed original, but all such counterparts together shall constitute one and the same instrument. Facsimile and electronic copies hereof shall be deemed to be originals.

**8.11 *Regulatory Compliance.*** The Parties agree that nothing contained in this Agreement shall require either Party to refer or admit patients to or order any goods or services from the other Party. Neither Party will knowingly or intentionally conduct its behavior in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other third-party payor plans.

**8.12 *Force and Effect.*** The Parties acknowledge and agree that this Agreement shall be of no force and effect unless and until it has been processed in accordance with the Hallmark Health Clinician Contracting Policy and a duly authorized representative of each Party has signed the following signature page where indicated. This Agreement, unless signed by a representative of Employer, is not an offer that Physician may accept.

**8.13** ***Limitation on Authority.*** Physician shall have no apparent or implied authority to bind Employer to any agreement, proposal or other action including but not limited to providing Patient discounts.

**8.14** ***Dispute Resolution***. The Parties agree to make a good faith attempt to resolve informally any controversy, dispute, or claim that may arise out of or relate to this Agreement. Failing such informal resolution, all controversies, disputes, or claims arising out of or relating to this Agreement will be resolved in arbitration before a single arbitrator (who is a lawyer) in Bangor, Maine in accordance with the Arbitration Rules of the American Health Lawyers Association Alternative Dispute Resolution Service, subject to the remaining terms of this **Section 8.15**. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction to enforce the terms of this Agreement, and the Parties agree to submit to the jurisdiction of such court. If Physician violates the terms of **Section 3.1** or **Section 6.7** of this Agreement, Employer will be entitled, in addition to any other remedies available to it, to obtain injunctive relief from any court of competent jurisdiction to enforce the terms of this Agreement, and the Parties agree to submit to the jurisdiction of such court.

**8.15** ***Enforcement Costs.*** If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in its provisions, the prevailing Party shall be entitled to recover reasonable attorney’s fees, court costs and all expenses incurred in that proceeding, including all appeals, in addition to any other relief to which such Party may be entitled.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date and year first written in the first paragraph on page one.

|  |  |
| --- | --- |
| **EMPLOYER:** | **PHYSICIAN:** |
| Signed: | Signed: |
| Print Name: Mary Prybylo | Print Name: |
| Title: President St. Joseph Hospital Bangor |  |

**SCHEDULE A**

Employment Status: Per Diem

Location(s) for Performance of Services:

**SCHEDULE B**

#### Physician Disclosure of Investigations, Disciplinary Actions

#### AND/OR MALPRACTICE INSURANCE LOSS HISTORY

(Including, malpractice Insurers Loss History for the last ten (10) years that he or she has been in practice, or if practicing less than ten (10) years, the Medical Insurers Loss History for the period he or she has been practicing.)

**Please check the appropriate box and sign accordingly**

**⁪** Provider currently provided insurance by Employer and Active Member of St. Joseph Hospital Bangor Medical Staff

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Physician Signature**

**OR**

**⁪** Physician certifies that as of the date of this Agreement he or she has **not** been investigated or disciplined by any professional or Peer Review Organization, governmental agency, managed care company, provider network or hospital medical staff for any act or omission relating to quality of care, nor does he or she have any malpractice claims to disclose from the last ten (10) years.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Signature

**OR**

**⁪** Physician certifies that he or she **has** the following disciplinary actions relating to quality of care and/or malpractice claims.

(Please list all actions/claims below and sign where indicated.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Signature

## SCHEDULE C

**EMPLOYMENT BENEFITS**

Professional Liability Insurance:

Minimum $2M/$4M provided by employer. Upon the termination of this agreement, the Physician will be responsible to cooperate with Employer to procure a “tail” policy covering Physician professional activities conducted during the period in which Physician was employed by Employer. Tail coverage is paid for by Employer.