

**RESIDENT AGREEMENT
BETWEEN
INTEGRIS BAPTIST MEDICAL CENTER, INC.
AND**

_____, _____
(DIAGNOSTIC RADIOLOGY RESIDENT)

This Agreement (“Agreement”) by and between INTEGRIS Baptist Medical Center, Inc., an Oklahoma not for profit corporation (the “Hospital”) and _____, ____ (the “Physician”) is made and entered into effective the 1st day of July, 2007.

RECITALS:

A. WHEREAS, in furtherance of its charitable, scientific and educational purposes, Hospital operates an acute care hospital located at 3300 Northwest Expressway, Oklahoma City, Oklahoma 73112, which provides various health care and medical services to residents of Oklahoma City, including diagnostic radiology services; and

B. WHEREAS, Hospital has determined that employment of Physician in a diagnostic radiology resident position will enable it to better serve the residents of the Community and thereby further its charitable mission and purposes; and

C. WHEREAS, Physician is duly licensed and in all respects fully qualified to render the services set forth under this Agreement; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Wherever used in this Agreement, the terms listed in Exhibit 1 shall have the meanings stated in such Exhibit unless the context clearly requires otherwise.

**ARTICLE II
EMPLOYMENT AND SERVICES**

2.1 Employment As Diagnostic Radiology Resident. Hospital employs Physician as a diagnostic radiology resident to provide services as required by the residency program requirements, and Physician accepts such employment by Hospital, on the terms and conditions set forth below.

2.2 Services. Commencing with his/her employment by Hospital, Physician agrees to provide the services listed below. Physician agrees to devote his/her best abilities and full

working time to provide services under this Agreement. Physician also shall perform such other reasonable tasks and services, including administrative tasks and duties as are consistent with the relationship described herein.

2.2.1 Diagnostic Radiology Services. Physician shall provide diagnostic radiology services as may be assigned to him/her and to perform all duties of diagnostic radiology resident prescribed or assigned by the Hospital, the Program Director and members of the Medical and Dental Staff of the Hospital, including, but not limited to, inpatient and outpatient continuity and transfer of care, educational debriefing and formal didactic activities, as applicable.

2.2.2 Rotations. Physician agrees to abide by the rotation assignments made by the Hospital. Such assignments and changes to assignments shall be approved by the Program Director.

2.2.3 Compliance With Policies and Regulations. Physician shall be responsible for compliance with the policies and procedures of the Hospital, including, but not limited to, (i) physician impairment, including, but not limited to, substance abuse; (ii) sexual harassment; (iii) the process for adjudication of complaints; and (iv) residency program closure/reduction in size. A copy of the relevant policies shall be provided to Physician by the Hospital. Physician shall follow all established regulations of the Hospital relative to clinical education, clinical performance, patient care and confidentiality requirements.

2.2.4 Educational Programs and Activities. Physician shall follow the educational program and activities stipulated by the Program Director of the respective training program.

2.2.5 Moonlighting and Other Professional Activities. Physician acknowledges that the privilege of working for pay outside of the training program (moonlighting) and other professional activities outside the program must be in compliance with the guidelines set forth in the Resident Handbook and must be discussed with and approved in writing in advance at all times by the Program Director.

2.2.6 Evaluations. On at least an annual basis, Physician shall evaluate the program; (ii) faculty members; (iii) attending physicians/medical staff; and (iv) didactic programs. Evaluation forms will be provided by the Program.

2.3 Licensing and Program Requirements. During the first year of residency (or the first and second if Physician is a foreign medical graduate), Physician may practice under a special license limiting the Physician's practice to the residency program and under the supervision of the Program Director. Osteopathic Interns may participate in the Program in accordance with rules and licensure requirements of the Oklahoma Board of Osteopathic Examiners. Thereafter, Physician will maintain the appropriate license to practice medicine in the State of Oklahoma, without any practice restrictions, as well as unrestricted federal and state

narcotics numbers. To be eligible for reappointment, Physician must meet all Program requirements during the previous year as determined by the Program Director.

2.4 Time Requirements. Physician shall be obligated to devote a minimum of forty (40) hours per week, but no more than eighty (80) hours per week, averaged over a four (4) week period, and no more than thirty (30) consecutive hours in any given period, to the provision of Services set forth in this Article II; provided, however, that Physician's work schedule shall assure the provision of all services set forth in Article II to the reasonable satisfaction of Hospital. Physician or his/her designee shall provide documentation to Hospital pursuant to its policies and procedures regarding time-keeping and concerning the time he/she devotes to such duties and responsibilities. Hospital and Physician must comply with duty hour requirements of the appropriate program accreditation bodies and the duty hour policies delineated within the Resident Handbook.

2.5 Professional Liability Insurance. Physician agrees to practice medicine in such a manner that professional liability insurance can be obtained and maintained at reasonable rates which are comparable to rates commonly available to physicians of comparable specialty to that of Physician.

2.6 Community Benefit. Physician recognizes that Hospital is a tax-exempt organization with charitable goals, interests and responsibilities, and agrees to support the community benefit, charitable and indigent care initiatives and programs of Hospital as related to patient care in the Hospital. In connection with such participation, Physician agrees to provide uncompensated care as directed by Hospital, and to provide services to patients whose health care services are reimbursed by the Medicare/Medicaid programs, and other programs as may be designated by Hospital from time to time.

2.7 Corporate Compliance. Physician specifically agrees to observe, comply with and be bound by all regulations, policies and procedures of general application to individuals employed by Hospital as may be adopted and/or amended from time to time during the term of this Agreement, which regulations, policies and procedures may address administrative matters, patient care matters, legal compliance matters and other matters pertaining to Physician's obligations to the Hospital, including, without limitation, the Corporate Compliance Program of INTEGRIS Health, Inc., and the Medical Staff bylaws, rules and regulations, and the Resident Handbook.

2.8 No Billing. Physician shall not bill or collect any fees from the patient or any other third party payer for services provided by Physician under this Agreement.

ARTICLE III **OBLIGATIONS OF HOSPITAL**

3.1 Facilities/Equipment and Personnel. Hospital will make available to Physician reasonable facilities, equipment, services, staffing and supplies necessary to engage in Physician's training. Hospital shall maintain such equipment in good order and repair, reasonable wear and tear excepted. Physician shall use such facilities, services and supplies for the purpose

of providing professional medical services and education. Hospital will be responsible for all non-physician personnel decisions (including but not limited to hiring, termination and compensation of such personnel).

3.2 Provision of Professional Liability Insurance. Hospital shall be responsible for the purchase of professional liability coverage for Physician during the term of this Agreement. The minimum professional liability coverage will be the same as required by the INTEGRIS Baptist Medical Center Medical Staff Bylaws. The policy will have an attached prepaid tail coverage of a “claims made” type.

ARTICLE IV
PHYSICIAN SUPPORT AND BENEFITS

4.1 Resident Salary. As compensation for services rendered by Physician pursuant to Article II, and so long as Physician is available to perform such services and renders such services in a high quality and professional manner, Hospital shall pay Physician a salary in accordance with the salary schedule attached as Exhibit 4.1.

4.2 Resident Benefits. Physician shall be provided the benefits set forth on Exhibit 4.2 attached hereto and any other supplies and/or benefits authorized in the Resident Handbook, subject to any restrictions set forth below.

4.2.1 Paid Personal Leave. At the beginning of Hospital’s fiscal year, July 1, 2007, Physician will be provided with 185.12 hours of paid personal leave (“PPL”) annually. Physician may cash out PPL time quarterly in accordance with INTEGRIS Health policy. In the event the Physician terminates during the fiscal year prior to fiscal year-end, payout of PPL accrued hours will be paid based on the date of termination during the fiscal year, according to the following schedule, less any PPL time taken by Physician:

1-3 months of the contract year	46.28 hours
3-6 months of the contract year	92.56 hours
6-9 months of the contract year	138.84 hours
9-12 months of the contract year	185.12 hours

Unused PPL may be accrued to the next fiscal year per policy. No payout will occur if all hours have been taken.

4.2.2 Extended Illness Accrual Bank (“EIAB”). A bank of paid time off for Resident physician hospitalization, outpatient surgery or extended illness or disability will be accrued each contract year as set forth in Exhibit 4.2, less any EIAB hours taken by Resident physician during the year, up to a maximum of 1040 hours. No payment/payout of unused hours is provided.

4.2.3 Leave of Absence. Physician shall be eligible for other leave as available pursuant to the Hospital’s policies and procedures and in accordance with the

requirements of the Resident Handbook, including where required, the Program Director's approval.

4.2.4 Program Completion. Leaves of absence should be coordinated with the Program Director in order to ensure completion of program requirements. Extended leaves of absence may require an extension of the Program.

ARTICLE V **TERM AND TERMINATION**

5.1 Term. This Agreement shall remain in effect for a period of one (1) year following the date hereof, unless sooner terminated as set forth below. Any automatic renewals of the Agreement shall comply with the ACGME guidelines, which require that Physician be provided with four (4) months prior written notice of the Hospital's intention not to renew the Agreement. If the primary reason for the nonrenewal occurs within the four (4) months prior to the end of this Agreement, Hospital will provide Physician with as much written notice of the intent not to renew as the circumstances reasonably allow, prior to the end of the Agreement.

5.2 Immediate Termination by Hospital Upon Notice. In the event of (a) the death of Physician; (b) the Disability of Physician for a period in excess of ninety (90) days; (c) a determination by Hospital, made in good faith after conducting appropriate quality review procedures, that Physician is not providing a sufficient quality of services or that the safety of patients is jeopardized by continuing the services of Physician; (d) Physician's conviction of theft, embezzlement, or willful destruction of Hospital's property or funds; (e) a finding that Physician has engaged in unprofessional conduct as defined by Oklahoma statutes and regulations; or (f) failure of Physician to comply with the requirements of the medical licensure laws of the State of Oklahoma, Hospital shall have the right to immediately terminate this Agreement upon the notification in writing by Hospital to Physician. The decision to terminate this Agreement will be subject to the grievance procedure as established in the Resident Handbook.

5.3 Termination Following Cure Period. In the event a party to this Agreement determines that another party to this Agreement is not meeting all of its material obligations hereunder, but the violation of this Agreement is amenable to cure, such party shall give written notice to the other party to cure the alleged defects in the performance of the applicable obligations under this Agreement. Such notice shall specify in detail the item or items which the receiving party is failing to perform pursuant to this Agreement. If at the end of a thirty (30) day period following such notice the party sending such notice is not satisfied that such defect has been corrected, such party shall have the right to terminate this Agreement upon written notice to the other party.

5.4 Dispute. Nothing contained herein shall prevent a party from disputing the existence of a failure to perform obligations under this Agreement.

ARTICLE VI
MISCELLANEOUS PROVISIONS

6.1 Medical Records. Physician agrees, as a condition to receiving compensation under this Agreement, to prepare and complete (or cause to be prepared and completed) on a timely basis (but in any event no more than thirty (30) working days from the date medical services are provided) and to maintain complete and accurate medical and other records with respect to the services and treatment rendered to any patient pursuant to this Agreement. Records produced by Physician shall comply with all legal requirements of the Hospital. Medical records shall not be removed from the premises by Physician. The parties agree that all medical records, histories, x-ray films and personal and regular files concerning patients consulted, interviewed, treated or cared for by Physician pursuant to this Agreement shall belong to and remain the property of Hospital; provided, however, that upon termination of employment, Physician shall have the privilege of reproducing, at his own expense, any records required to defend any claim against Physician by any patient treated or cared for by Physician during the term of this Agreement.

6.2 Confidentiality and Disclosure of Patient Information. Physician acknowledges that he/she will have access to confidential protected health information (“PHI”), including, but not limited to, patient identifying information, that is subject to protection under privacy and security standards implemented pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended from time to time. Physician agrees that he/she (a) will not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, fiche, etc.) with which he/she may come into contact; (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law; (d) will promptly report to Hospital any unauthorized use or disclosure immediately upon becoming aware of it; (e) will indemnify and hold Hospital harmless from all liabilities, costs and damages arising out of or in any manner connected with the disclosure by the disclosing party of any PHI; (f) will make PHI available as requested by Hospital for access to patients’ amendment and/or amendment(s); (g) make available to Hospital the information required to provide an accounting of disclosures; (h) upon termination of this Agreement, for whatever reason, will return or destroy all PHI, if feasible, received from, or created or received by him/her on behalf of Hospital which he/she maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and (i) will comply with all applicable laws and regulations, specifically including the privacy and security standards of HIPAA. If the parties exchange health information electronically, Physician will (i) use appropriate and effective technical and physical safeguards to reasonably preserve the confidentiality, integrity, and availability of electronic PHI as required by the security standards; (ii) report to INTEGRIS Health, Inc., any security incident immediately upon becoming aware of such incident. The parties recognize that any breach of confidentiality or misuse of information found in and/or obtained from records may result the termination of this Agreement and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient

or owner of such information may seek legal remedies against the disclosing party.

6.3 Transferability. Hospital has entered into this Agreement in specific reliance on the expertise and qualifications of Physician. Consequently, Physician's interest under this Agreement may not be transferred or assigned or assumed by any other person, in whole or in part.

6.4 Modification. There are no other agreements or understandings, written or oral, between the parties regarding the matters covered by this Agreement other than as set forth herein. The parties agree that this Agreement may be amended or modified only with the written approval of each party.

6.5 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

6.6 Notices. All notices which either party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and may be hand-delivered, transmitted by telegram or facsimile, or sent by United States certified or registered mail, return receipt requested, postage and registration or certificate prepaid or via Express Mail or any similar overnight delivery service by addressing the same to such other party at the address set forth on the signature page hereof. Any party may change the address for service of notice upon it by written notice given to the other in the manner herein provided.

6.7 Non-Waiver. No waiver by any party hereto of any failure of another party to keep or perform any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or of any other provision, covenant or condition of this Agreement. All rights and remedies herein granted or referred to are cumulative and do not preclude any other rights or remedies provided by law.

6.8 Governing Law. This Agreement shall be construed and governed by the laws of the State of Oklahoma, without giving effect to its conflicts of law provisions. Oklahoma County, Oklahoma shall be the sole and exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought under or arise out of this Agreement.

6.9 Change In Laws and/or Regulations. In the event any applicable federal, state or local laws or any regulation, order or policy issued under any such laws, is changed (or judicial interpretation thereof is developed or changed) in a way which will have a material adverse effect on the benefits anticipated by one or more parties to this Agreement, the adversely affected party shall notify the other party in writing of such change and the effect of the change. The parties shall enter into good faith negotiations to revise this Agreement to compensate for such change. If an agreement on a method for revising this Agreement is not reached within thirty (30) days of such written notice, the matter shall be submitted to a single arbitrator pursuant to the rules of procedures of the American Health Lawyers Association Alternative Dispute Resolution Service, who shall (i) structure an amendment to this Agreement which will leave the parties as nearly as possible in the same economic positions they would have been in under the

original terms of this Agreement, had the change in the law, regulation, order or policy (or judicial interpretation thereof) not occurred; or (ii) if the arbitrator determines that the change is so fundamental that revision and continuation of this Agreement is not feasible, structure a termination of this Agreement that will return the parties as nearly as possible to the economic positions they would have been in had they not entered into this Agreement without altering in a material way the economic benefits realized during the period this Agreement was in effect.

6.10 Attorney's Fees. In the event of any litigation by any party to enforce or defend its rights under this Agreement all parties shall be responsible for their respective attorney's fees unless a right to attorney's fees is established by statute.

6.11 Waiver of Employee Grievance Procedure. Physician acknowledges that he will be subject to and enjoy the privilege of the grievance procedure established by the INTEGRIS Metro Graduate Medical Education Committee for resident physicians. Physician specifically waives any right he may be deemed to have pursuant to this Agreement to utilize the Employee Grievance Procedure of the Hospital.

6.12 Gender and Number. The use of the masculine, feminine or neuter genders, and the use of the singular and plural, shall not be given an effect of any exclusion or limitation herein. The use of the word "person" or "party" shall mean and include any individual, trust, corporation, partnership or other entity.

6.13 Compliance. Physician acknowledges that he/she (i) is not now and has never been excluded from any federal health care program, including Medicare, Medicaid, CHAMPUS, maternal and child health block grants, social service block grants and other state funded health care programs (the "Government Programs"); (ii) has not been convicted of a criminal offense which would trigger exclusion from a Government Program; and (iii) has not been proposed for sanction by a Government Program. Physician affirmatively agrees to immediately notify Hospital if Physician is convicted, sanctioned and/or excluded by a Government Program. This Agreement is subject to immediate termination by the Hospital upon written notice should the Physician be convicted, sanctioned or excluded by any Government Program during the term of this Agreement.

6.14 Survival. The obligations and/or rights of the parties contained in Section 5.4 Dispute; 6.1 Medical Records; 6.2 Confidentiality and Disclosure of Patient Information; 6.5 Binding Effect; 6.8 Governing Law; 6.10 Attorney's Fees; 6.11 Waiver of Employee Grievance Procedure; this Section 6.14, Survival, and any other section for which survival is necessary to carry out the parties' intentions, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and year first above written.

HOSPITAL:

INTEGRIS BAPTIST MEDICAL CENTER, INC.
3300 Northwest Expressway
Oklahoma City, Oklahoma 73112

By: _____
Chris M. Hammes, FACHE
President

RESIDENT:

By: _____

_____, _____
Address for Notice:

EXHIBIT I
DEFINITIONS

“Affiliate” means a person, corporation, partnership or other form of entity that directly or indirectly controls, or is controlled by, or is under common control with another designated person, corporation, partnership or other form of entity. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as applied to any person or entity, means the power, directly or indirectly, to vote 50% or more of the securities having ordinary voting power for the election of directors or managers of such person, or to direct or cause the direction of the management and policies of that person, whether by voting power, contract or otherwise.

“Agreement” shall mean this Agreement between Hospital and Physician.

“Disability” shall mean Employee’s inability to perform the essential functions of his job as required in this Employment Agreement, with a reasonable accommodation as required by the Americans with Disabilities Act, because of a physical or mental impairment that substantially limits one or more of the major life activities of Employee.

“Hospital” shall mean INTEGRIS Baptist Medical Center, Inc., an Oklahoma not for profit corporation.

“Medical and Dental Staff” shall mean the Medical and Dental Staff of INTEGRIS Baptist Medical Center, Inc.

“Physician” shall mean _____, ____.

“Program Director” shall mean the Hospital’s Program Director for applicable graduate medical education programs.

“Resident Handbook” shall mean the INTEGRIS Metro Graduate Medical Education Resident Handbook developed by the INTEGRIS Metro Graduate Medical Education Committee, which is incorporated herein by reference.

**EXHIBIT 4.1
SALARY SCHEDULE**

2007-2008 Resident Salaries

<u>Year of Training</u>	<u>2007-2008 Salary</u>
PG-1	\$42,843
PG-2	\$44,233
PG-3	\$45,894
PG-4	\$47,664
PG-5	\$49,279
PG-6	\$51,025
PG-7 and above	\$52,533

Bonus Compensation

Residents will not be eligible for Year End or Press Ganey bonuses as defined by Facility or Institutional policy. However, all Residents will be eligible to receive recruitment bonuses as defined by Facility and Institutional policy.

EXHIBIT 4.2
RESIDENT BENEFITS

Insurance Benefits

Residents that are employees of INTEGRIS Baptist Medical Center, Inc. (“IBMC”) are provided group health, dental, disability, professional disability and life insurance on the same terms as any other full-time employee of IBMC.

Health: Four (4) comprehensive health care plans are offered. The full cost of the premium for the physician for the \$1000 individual deductible PPO Plan is paid.

Dental: Two (2) dental plans are offered. The full cost of premium for the limited care dental plan for physician is paid.

Benefit Reimbursement

Accounts: Physician may contribute up to \$5000 on a tax-free basis per year for health-related expenses not covered by another plan. May contribute up to \$5,000 on a tax-free basis per year for dependent care-related expenses.

Group Term Life: Coverage to one (1) times annual base salary is provided at no cost to physician. Physician may elect up to four (4) times annual salary on a pre-tax basis. Maximum coverage without approval is \$750,000.

Group Long-Term

Disability: 60% base salary coverage up to \$15,000 monthly maximum, 90-day waiting period, at no cost to physician.

Professional

Liability: For IBMC employed residents, minimum coverage shall reflect the requirements under the IBMC Medical Staff By-laws.

Workers’

Compensation: Provided pursuant to state statutory requirements.

Retirement Benefits:

Retirement

Plan: Physician will become a plan participant after one (1) year of service, in which resident works at least one thousand (1,000) hours. IBMC contributes equivalent of 3% of pay per quarter (annual compensation limited to \$225,000) for first ten (10) years of employment. After ten (10) years of employment, contribution increases to 4%. Physician is 100% vested after five (5) years of employment.

**Retirement Savings
Plan:**

Physician may elect to defer up to 100% of gross income (\$15,500 per year maximum) to deferred-tax savings plan. IBMC matches the physician's contribution at \$.50 cents per dollar on the first 5% of salary contributed by physician. Physician is 100% vested in the matching contributions after 3 years of service.

Paid Personal Leave (PPL)

Residents that are IBMC employees will earn PPL at the rate of 7.12 hours per pay period for 0-4 years of service as advanced pursuant to Section 4.2.1. PPL may be used for personal leave including family leave, vacation leave, sick leave and funeral leave in excess of that allowed by policy. The Program Director may deny or grant the timing of leave as defined in Program policies and may require appropriate prior notice.

Extended Illness Accrual Bank

Residents that are IBMC employees will accrue one (1) hour into the EIAB account for each fifty-two (52) hours paid, to a maximum of forty (40) hours [five (5) days] annually.

Family Leave - Federal Guidelines

Federal law mandates that after one (1) year of employment with IBMC, residents may take up to twelve (12) weeks (combined paid and unpaid leave) during a twelve (12) month period for the birth or adoption of a child, or placement of a foster child, in order to care for the child. This time must end not later than twelve (12) months after the day of birth or placement of the child. Similarly, such leave can be used for medical reasons or to care for a seriously ill spouse, child or parent consecutively or on an intermittent or reduced time basis with acceptable documentation from a physician.

Educational Leave

Days used for travel to and from meetings and the attendance of the meeting must be defined in advance of the meeting as professional leave or other type of leave. As defined by Program and Institutional policy, expenses may be reimbursed or subject to limited reimbursement. Travel and lodging arrangements must be made in advance and are subject to the approval of the Program Director, if reimbursement is to be allowed.

Other Leave

Other leave may be granted as available per INTEGRIS System Policies.

Counseling Services

Residents that are IBMC employees are provided counseling services through the Corporate Assistance Program.

Other Benefits

Call Quarters: Call quarters and amenities are available as needed.

Library/ Internet
Access and

Education Materials: Access to library facilities, including books, computer programs, and online educational programs, is available for clinical decision-making and research as required by the individual program. Professional expenses for additional education items are available per the individual program's budget.

Parking: Free parking is available in the IBMC parking areas. The Program Director will make parking assignments depending on the location of a specific rotation. Residents must abide by all rules regarding parking registration, parking cards, parking stickers, etc.

Meals: Meals are furnished at no charge, if a resident is on call.

Linens: Scrubs, lab coats and laundry are available per individual program.