

**CHRISTUS PHYSICIAN GROUP**

**STANDARD TERMS AND CONDITIONS**

**APPLICABLE TO ALL EMPLOYMENT AGREEMENTS**

**The following Standard Terms and Conditions (“STC’s”), as posted on the following site (the “STC Site”): <http://christusphysiciancareers.org> and as amended from time to time by amendments to the STC’s on the STC Site by C.H. Wilkinson Physician Network, d/b/a/ Christus Physician Group (“Employer”) shall apply to and are fully incorporated in all employment agreements by and between and any physician employee and Employer.**

**1. Qualifications.** As a continuing express condition to Physician’s employment under this Agreement, Physician is and will remain : (1) duly licensed to practice medicine unrestricted in the state or states in which Physician will perform services under this Agreement, with a DEA certificate; (2) board certified in the Physician’s specialty, or obtain board certifications within five (5) years of the Effective Date of this Agreements; (3) at Employer’s discretion, a member in good standing of the (including provisional) Medical Staff of the CHRISTUS hospital or hospitals designated by Employer("Hospital"), with all privileges necessary to undertake the services contemplated by this Agreement; and (4) in full compliance with any credentialing requirements adopted by Employer. Physician shall at all times maintain membership in the managed care organization(s) designated by Employer. Physician agrees to immediately report to Employer notice of any action or threatened action that has resulted or may result in any restriction, suspension, revocation, or other adverse action taken or to be taken with respect to the above-listed criteria.

**2. Standards** All professional and administrative services provided by Physician under this Agreement will be provided in compliance with the doctrines, disciplines, laws, moral traditions, rules and regulations of the Roman Catholic Church, including the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops (as the same may be hereafter amended, supplemented, replaced or otherwise modified), the form of which existing as of the Effective Date of this Agreement is found at <http://www.usccb.org/bishops/directives.shtml>; and Employer’s STC’s, policies, rules and regulations as they may from time to time be amended and found at <http://christusphysiciancareers.org>, and the requirements or standards of Employer’s peer review, quality assurance, risk management programs, the ethical policies of any Hospital at which Physician provides services under this Agreement; the rules, regulations or requirements of the Department of Health and Human Services, the U.S. Occupational Safety and Health Administration, or any Catholic, federal, state, local, or private accrediting organization; the Bylaws and Policies of Hospital and the health care facilities designated by Employer; the Bylaws, Rules and Regulations of the Medical Staff of Hospital and the health care facilities designated by Employer, all as may from time to time be amended. Physician will adhere to and support Employer’s stated missions, values and visions.

**3. Professional Services.** Physician agrees to provide, consistent with the Employer's indigent care policies, medical and professional services to indigent patients and Medicare and Medicaid patients as directed by the Employer at the location(s) designated by Employer during the term of this Agreement (the "Clinic"). Physician shall provide said services on a full-time basis, unless the employment agreement between Employer and Physician states that it is on a part-time basis, in accordance the policies of Employer including but not limited to any policies of Employer requiring an minimum weekly average of bookable hours of direct patient care, at the Clinic, Hospital, and at other places and with duties as may be determined by Employer in consultation with Physician, shall comply with any policy adopted by Employer requiring physician employees to maintain some minimum level of bookable hours and shall be subject to a reasonable amount of call based on call coverage requirements at the clinic. Notwithstanding Physician's entitlement to time away from practice, pursuant to Employer's applicable policies, Physician shall ensure that there is adequate coverage of patients and contact employer of absence on a timely basis.

**4. Reports and Records.** Physician agrees to cause to be promptly prepared and filed reports of all examinations, procedures, and other professional services performed, and Physician agrees to maintain an accurate and complete file within the Clinic or other approved locations of all such reports and supporting documents, all in accordance with Employer's policies. The ownership and right of control of all reports, case records, case histories, x-ray and other films, and supporting documents prepared by Physician shall belong to Employer; provided that Physician may have reasonable access to such reports, records and supporting documents as authorized by Employer's policies and the laws of the state in which Physician provides services under the employment agreement with Employer. Physician agrees to promptly submit such records as Employer deems to be required by various third-party payors. This provision will survive the termination of the Employment Agreement.

**5. Place of Employment and Use of Premises.** Physician agrees not to use or permit anyone to use any part of the Clinic for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing statement, Physician agrees not to use the Clinic in any manner that may jeopardize any applicable tax exemptions, insurance, or risk management programs.

**6. Confidentiality.** Physician will not, during the term of this Agreement and for a period of five (5) years after the termination of this Agreement (for which period of time this provision shall survive the termination of the Employment Agreement) , disclose any secrets or confidential technology, proprietary information, customer lists, or trade secrets of Employer, strategic or operational planning information, the methods, operations and other information regarding the business of Physician and Employer, terms of this Agreement, or any matter or thing ascertained by Physician through Physician's association with Employer or Hospital, the use or disclosure of which might reasonably be construed to be contrary to the best interests of Employer or Hospital, unless: (i) prior approval, in writing, of Employer is granted; or (ii) compelled by process of law or required under governmental regulation; in which event Physician will provide prompt written notice to Employer and provide Employer an opportunity to oppose the order or legal process . Physician further agrees that upon termination of this Agreement, Physician will neither take nor retain any patient records, papers, records, files, computer

programs and software, other documents or copies thereof, or other confidential information belonging to Employer or Hospital. Without limiting other remedies available to Employer for the breach of this covenant, Physician agrees that an injunction or other equitable relief shall be available without the necessity of Employer posting a bond. Physician expressly agrees to maintain absolute confidentiality, and not disclose to anyone, except Physician's accountant and attorney as necessary to render professional advice to Physician the compensation terms of this Agreement. The provisions of this section will survive the termination of the Employment Agreement.

**7. Item Ownership.** All modalities, plans, and programs, and all patents, formulae, inventions, ideas of inventions, processes, copyrights, know-how, proprietary information, trademarks, trade names, strategic and operational planning information, and other medical and patient related developments (collectively "Items"), or future improvements to such Items, developed or conceived by Physician during the term of this Agreement, and in the course and scope of Physician's employment, or with the use of the facilities, property, and personnel of Employer are the sole property of Employer and shall be promptly disclosed to Employer. At any time during the term of this Agreement and thereafter, Physician will execute an assignment of such Items to Employer and execute such other instruments as Employer shall request to protect Employer's interest in such Items. It is expressly understood and agreed that Employer shall have no interest or claim whatsoever as to any Items that are developed or conceived by Physician: (a) outside the course or scope of Physician's employment under this Agreement; and (b) without the use of the facilities, property, and personnel of Employer; or outside the term of this Agreement. This provision will survive the termination of the Employment Agreement.

**8. Non-solicitation and Non-Disparagement.** In consideration of the mutual covenants, premises and agreements expressed in this Agreement, Physician agrees that, during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement, Physician shall not for Physician's account or for the account of others: (i) solicit or induce any current or former patients of Physician or Employer (hereinafter collectively referred to as "Patients") to patronize any competing professional, including but not limited to Physician; (ii) canvas or solicit any medically related business relationships from any Patients; (iii) request or advise any Patients not to patronize Employer or any affiliate of Employer or request or advise any Patients to withdraw, curtail, or cancel any such Patient's business with Employer or any affiliate of Employer; or (iv) disclose to any other person, firm or corporation the names or addresses of any Patients. This provision will survive the termination of the Employment Agreement.

**9. Representations and Warranties.** Physician will make all necessary representations and warranties to the Employer that are required by Employer's credentialing process.

**10. Restrictions on Referrals.** During the term of Physician's employment with the Employer, the Physician agrees that he or she shall obtain the prior written consent of the Employer prior to:

(a) referring any patient of the Employer or Employer-related "designated health service" [as defined by in 42 U.S.C. §1395nn or as defined under any rules or regulations promulgated

thereunder (the "Stark Law")]] to any medical service business in which the Physician or the Physician's immediate family member (as defined in the Stark Law) has any direct or indirect financial relationship (defined as either : (i) a direct or indirect ownership or investment interest, whether through equity or otherwise, except for equity interests in publicly traded corporations listed on a major stock exchange or (ii) a direct or indirect compensation arrangement, defined as any arrangement involving remuneration, direct or indirect involving a physician or a physician's immediate family member ), and which does not have a duly authorized provider service agreement with the Employer (including any ancillary service business),

(b) using his or her position with the Employer in any way for the financial benefit of any such medical service business, or

11. **Benefits.** Physician will be entitled to benefits afforded Employer's doctors pursuant to Employer's policies, as amended from time to time. The categories and levels of benefits shall be determined in the sole discretion of Employer as applied from time to time.

12. **Schedule of Physician Charges.** Employer will establish from time to time a schedule of charges for all professional medical services to be rendered by Physician, irrespective of where performed.

13. **Charge Records.** Physician agrees to file, on a patient-by-patient basis as the services are rendered, a report of all professional services rendered by Physician, accurately coded by diagnosis/procedure/treatment in accordance with the law and Employer's policies.

14. **Billing and Collection.** With Physician's active participation and at the sole discretion of Employer, Employer or Employer's designee will bill and collect for Physician's professional services. All accounts receivable arising on account of Physician's services (including without limitation patient fees, medical teaching and lecturing fees, and research grants) and all monies collected in respect thereof shall belong to Employer. Physician hereby authorizes Employer to accept or refuse assignment of claims or benefits. Physician agrees to complete all insurance authorizations necessary to enable Employer to bill for Physician's services. Physician agrees to take all additional steps reasonably requested by Employer to assist in the billing and collection of fees for Physician's services, including, but not limited to, prompt endorsement and delivery to Employer of all checks for professional services rendered by or in the name of Physician. Under no circumstances shall Physician bill any patient or any public or private third-party reimbursement program for any services performed or rendered by Physician pursuant to this Agreement.

15. **Employment Benefits and Taxes.** All amounts due Physician by Employer under this Agreement are subject to and shall be reduced by applicable employment-related taxes, including but not limited to income-tax, Medicare and Social Security.

16. **Managed Care Contracts.** Physician agrees that during the term of this Agreement and any extensions or renewals hereof, Physician shall not enter into any managed care contracts or similar

agreements without the prior express written consent of Employer. Physician also agrees to assign all of Physician's or any related entity's current managed care contracts or similar agreements to Employer upon written request of Employer. Physician further agrees to fully participate in any managed care contracts or similar agreements as directed by the Employer.

**17. Incurring Financial Obligation.** Physician agrees and acknowledges that Physician has no right, power or authority to incur and will not incur any financial obligation, legal obligation or liability, or other obligation on behalf of, or binding upon, Employer. Specifically, Physician shall have no actual or express authority, no apparent authority, and no implied authority to: (i) pledge the credit or assets of Employer; (ii) bind Employer to or under any contract, agreement, note, debt or other obligation of indebtedness or liability; (iii) release or discharge any debt due to Employer; (iv) sell, pledge, hypothecate, transfer, or otherwise dispose of or encumber any asset of Employer; or (v) incur any financial obligation of any nature on behalf of or binding upon Employer. Physician hereby agrees to fully indemnify and hold Employer harmless from and against all such financial obligations, legal obligations or liabilities, or other obligations that Physician enters into or incurs without the express prior written approval of the President of Employer.

**18. Notice.** Any notices contemplated under this Agreement shall be deemed effectively given when personally delivered or received through certified mail posted to the noticed party at its or his or her last-known post office address, unless other addresses have been designated by written notice.

**19. Governing Law, Construction and Venue.** This Agreement shall be enforced in accordance with the laws of the State in which the Clinic is located. The parties agree and intend that this Agreement comply with and be subject to all applicable federal, state, and local laws; and all rules, regulations, or policies of any federal, state, or local regulatory agency; whether now existing, or hereinafter enacted, adopted, or created; and Physician agrees to abide by all such laws, rules and regulations. In the event any law, rule, or regulation, in the opinion of Employer's legal counsel, affects the obligations of a party or the parties to this Agreement or may or does violate any such law, rule, or regulation, Employer shall have the option to immediately terminate this Agreement or declare that this Agreement shall, by intention of the parties, be deemed modified and amended to comply with such law, rule, or regulation. It is also the intention of Employer and Physician that the employment of Physician by Employer, and the compensation, billing, and collection arrangements provided for in this Agreement, not violate any state or federal law, rule, or regulation. If, subsequent to the execution of this Agreement, it is determined by Employer's legal counsel that this Agreement or any such arrangement herein may violate or does violate any law, rule, or regulation, the parties agree to come together and renegotiate such arrangement so that it, as well as this entire Agreement, complies with such law, rule, or regulation. In the event the parties are unable to come to an agreement within thirty (30) days, the Employer may, without further notice, immediately terminate this Agreement. The parties agree that the state courts of Texas or Louisiana in the applicable County or Parish shall be the exclusive courts of jurisdiction and venue for any legal action, special proceeding or other proceeding that may be brought, or arise out of, in connection with, or by reason of this Agreement. The parties specifically waive any rights of venue in any other courts that they might otherwise have.

**20. Waiver.** No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

**21. Enforcement.** In the event either party resorts to a lawsuit to enforce this Agreement, the prevailing party shall be entitled to recover the reasonable costs of pursuing the lawsuit, including reasonable attorneys' fees.

**22. Force Majeure.** Neither party shall be liable nor be deemed in default of this Agreement for any delay or failure to perform caused by force majeure.

**23. Severability.** In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement shall continue in effect.

**24. Third Party Beneficiaries.** There are no third parties intended to be beneficiaries of any obligation or right undertaken by Physician or Employer under this Agreement.

**25. Assignment.** The rights and obligations of this Agreement may be assigned by Employer without Physician's agreement. The rights and obligations of this Agreement may not be assigned or delegated by Physician.

**26. Policies.** The terms of this Agreement shall control the terms of Physician's employment. Physician shall also be subject to the policies and procedures of Employer, Clinic, and Hospital as they exist from time to time. In the event of a conflict between such policies and procedures and this Agreement, this Agreement shall control.

**27. Entire Agreement.** This Agreement and its Exhibits, if any, supersede any previous understanding between the parties, oral or otherwise, and constitute the entire Agreement between the parties relating to the subject matter hereof. Both parties acknowledge that any statements or documents not specifically referenced shall not have any effect.

**28. Physician Information.** Physician recognizes and acknowledges that Employer may obtain information from various sources, including but not limited to, any and all hospitals at which the Physician has privileges, the licensing board in the state in which Physician performs professional services under this Agreement, the National Practitioner Data Bank and any other sources deemed reasonably necessary by Employer regarding the qualifications of Physician and any other related matters. By signature on this Agreement, Physician authorizes Employer to obtain and authorizes appropriate third parties to release to Employer any and all information regarding the qualifications of Physician and any other related matter. Furthermore, Physician recognizes and authorizes Employer to release any such information to any and all affiliates of Employer related by ownership or control for purposes of notifying affiliates as to qualifications of Physician. Employer will treat the information obtained pursuant to this Section 5.12 as confidential and will use good faith effort to prevent the authorized disclosure of any such information.

**29. Counterparts.** This Agreement, and any amendments hereto, may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.