

PHYSICIAN-IN-TRAINING EMPLOYMENT AGREEMENT
BETWEEN STEWARD ST. ELIZABETH'S MEDICAL CENTER OF BOSTON, INC.
AND
NAME

This EMPLOYMENT AGREEMENT (the "Agreement"), effective as of, 200_ (the "Effective Date"), by and between Steward St. Elizabeth's Medical Center of Boston, Inc., a Massachusetts Hospital organized under Chapter 180 of the laws of The Commonwealth of Massachusetts and having a usual place of business at 736 Cambridge Street, Boston, MA 02315-9997 (the "Hospital"), and Name _____, MD (the "Physician-in-Training"; the Hospital and the Physician-in-Training, individually a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Hospital provides a Graduate Medical Education Program in _____ (the "GME Program"); and

WHEREAS, the Physician-in-Training has been accepted into the GME Program; and

WHEREAS, the Hospital desires to employ the Physician-in-Training, and the Physician-in-Training desires to be employed by the Hospital, to provide professional services within the GME Program on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, other valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. ENGAGEMENT, RELATIONSHIP OF PARTIES

1.1 Employment. The Hospital hereby employs the Physician-in-Training, and Physician-in-Training hereby agrees to be employed by the Hospital, as _____ in _____ in the GME Program, effective as of _____, 200_ (the "Commencement Date").

1.2 Relationship of Parties. For the purposes of this Agreement and all services to be provided hereunder by the Physician-in-Training, the Parties agree that the Physician-in-Training shall be, and shall be deemed to be, throughout the term of this Agreement a full-time employee of the Hospital.

2. RESPONSIBILITIES OF THE PHYSICIAN-IN-TRAINING

2.1. Qualifications. To be qualified to render services under this Agreement, Physician-in-Training at all times during the course of this Agreement shall: (i) possess a valid and unlimited full or limited license to practice medicine pursuant to Chapter 112, Section 2 of The General Laws of The Commonwealth of Massachusetts; (ii) apply for, be awarded, and maintain membership in good standing on the Hospital's Medical Staff; (iii) possess current controlled substances registrations issued by the appropriate federal and state agencies, which registrations have not been surrendered, suspended, revoked or restricted in any manner; (iv) remain eligible to obtain and maintain professional liability insurance coverage in accordance with the requirements of Section 2.5 of this Agreement; and (v) possess, if applicable, all necessary visas and work permits.

2.2 Professional Activities. In fulfilling his responsibilities in accordance with this Agreement, the Physician-in-Training shall be at all times subject to (i) the policies and procedures and bylaws of the Hospital, including but not limited to those policies listed in Exhibit 2.2 attached hereto and incorporated herein by reference, (ii) the relevant bylaws and rules and regulations of the Medical Staff of the Hospital (iii) applicable departmental policies, rules and regulations, (iv) the policies and procedures of the GME Program, and (v) all applicable policies, procedures, regulations and rules of any other hospital or clinic to which the Physician-in-Training is assigned as part of the GME Program, as each may be amended and in effect from time to time. The Physician-in-Training shall at all times render clinical services in a competent and professional manner, consistent with the quality assurance standards of the Hospital and its Medical Staff and in compliance with all applicable statutes, regulations, rules and directives of federal, state and other governmental and regulatory bodies having jurisdiction over the Physician-in-Training or the Hospital. The Hospital expects that the Physician-in-Training will actively participate on committees or councils whose actions affect the Physician-in-Training's education and/or patient care. The Physician-in-Training must participate in, and successfully complete, the Hospital's educational program regarding physician impairment, including substance abuse and sleep deprivation.

2.3 Supervision. Throughout the term of this Agreement the Physician-in-Training shall provide clinical and professional services under the clinical and professional guidance and administrative supervision and control of the applicable Chief of the Division, the Chairman of the Department, and the Director of the GME Program.

2.4 Exclusivity; Outside Practice (Moonlighting). The Physician-in-Training shall not undertake, furnish or provide clinical or professional services (so-called moonlighting) to any person or entity outside the Hospital or the GME Program without the prior written consent of the Director of the GME Program, which consent may be withheld in the discretion of the Director of the GME Program. If consent is granted, a copy of such consent shall be included in the Physician-in-Training's GME and personnel file. Neither the Hospital nor the GME Program shall require the Physician-in-Training to engage in moonlighting as part of this Agreement or the Physician-in-Training's participation in the GME Program. If the Physician-in-Training engages in moonlighting, the Physician-in-Training's performance in the GME Program will be monitored by the Director of the GME Program for the effect such moonlighting activities may have on the Physician-in-Training's performance in the GME Program. If the Director of the GME Program determines that moonlighting is having an adverse effect on the Physician-in-Training's performance in the GME Program, the Director of the GME Program may at any time withdraw his or her prior consent to the Physician-in-Training engaging in moonlighting activities. Upon withdrawal of such consent, the Physician-in-Training shall immediately cease in engaging in moonlighting.

2.5 Professional Liability Insurance. The Hospital shall obtain and maintain throughout the term of this Agreement professional liability insurance to cover the Physician-in-Training when providing clinical and professional services in accordance with this Agreement with an insurer of its choice in the amount of at least \$1,000,000 for each occurrence with a per claim limitation of at least \$2,500,000, on an "occurrence" basis. A summary of such coverage provided by the Hospital is provided in Exhibit 2.5 attached hereto and incorporated herein by reference. If for any period prior to the Commencement Date the Physician-in-Training was covered under professional liability insurance coverage on a "claims made" basis, he or she shall provide the Hospital with written evidence that he or she has obtained at his or her expense so-called "tail insurance" with the same limits of coverage covering

the period covered by such “claims made” coverage. The Physician-in-Training shall cooperate with the Hospital and the insurer in providing all information required by the insurer to establish and maintain coverage.

2.6 Medical Records. The medical records of all patients seen by Physician-in-Training will be and remain the property of the Hospital.

2.7 Time Records. Physician-in-Training shall maintain time records in the form requested by the Hospital from time to time and shall submit them to the Hospital as required by the Hospital from time to time.

2.8 Catholic Services. Notwithstanding any provision to the contrary, the Physician-in-Training expressly agrees that he shall provide all clinical and professional services pursuant to this Agreement or at the Hospital in a manner that is consistent with the teachings of the Roman Catholic Church as enunciated by the Holy Father and the Bishops in communion with him, including the Ethical and Religious Directives for Catholic Health Care Services, as modified and in effect from time to time. In this regard the Parties hereto shall rely upon and defer to the teaching authority of the Roman Catholic Archbishop of Boston. If Physician-in-Training breaches this provision of this Agreement as shall be determined by the Hospital in its sole discretion, the Hospital may in its sole discretion immediately terminate this Agreement upon notice to the Physician-in-Training, in which case the Physician-in-Training shall not have any appeal rights as may be otherwise provided in this Agreement, the Hospital’s Employee Handbook or the Graduate Medical Education Policy on Disciplinary Action.

2.9 Disclosures. Physician-in-Training warrants and represents that: (a) he has made, as of the Commencement Date, and shall make throughout the term hereof, timely written disclosure to the Hospital of the existence and basis of any actual or threatened proceeding or claim against him instituted by any plaintiff, governmental agency, health care facility, peer review organization or professional society which involves any allegation of substandard care, professional misconduct or fraudulent billing; (b) he has made, as of the effective date of this Agreement, and shall make throughout the term hereof, timely written disclosure to the Hospital of any equity position, investment or affiliation he holds with any company, supplier, or other organization which is known to him to be doing business with or affiliated with the Hospital or which a reasonable person might deem to be a conflict of interest; (c) he is not on the Commencement Date, and subsequent to the Commencement Date will not be, a party to any other formal or informal agreement that would preclude him from fulfilling his obligations hereunder; and (d) by entering into this Agreement and performing the services contemplated herein the Physician-in-Training will not be in breach on any other agreement by which he may be bound.

2.10 Billing for Clinical Services. The Physician-in-Training shall not independently bill for any clinical or professional services provided by the Physician-in-Training. The Physician-in-Training shall cooperate fully with the Hospital or its designee in facilitating any billing for clinical or professional services conducted by the Hospital.

2.11 Corporate Compliance. The Physician-in-Training acknowledges and understands that the Hospital has adopted and implemented a corporate compliance program designed to promote the prevention, detection and resolution of conduct that does not conform to federal and state statutory and regulatory requirements and the requirements of third party payor programs, as well as its own ethical and business policies. The Physician-in-Training represents and covenants that he will (i) comply with all

applicable federal and state statutes and regulations, third party payor requirements, and the Hospital's commitment to conduct its business in compliance with the Hospital's ethical standards and business policies and (ii) report to the Hospital in writing any known or suspected violations of any statutory or regulatory provision, third party payor requirements, or the Hospital's ethical standards and business policies.

2.12 HIPAA. The Physician-in-Training shall at all times abide by and adhere to all policies and procedures promulgated by the Hospital with respect to the protection of individually identifiable health information or any requirements as may be applicable to the Physician-in-Training or the Hospital in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the regulations promulgated relative thereto.

2.13 CORI. The Physician-in-Training shall authorize the Hospital to perform a so-called Criminal Offender Record Information ("CORI") check on the Physician-in-Training and shall cooperate fully with the Hospital in obtaining a CORI check.

2.14 Employee Health Requirements. The Physician-in-Training shall comply with the health status requirements set forth by the Hospital's Employee Health Director from time to time, including all vaccinations as may be reasonably required by the Hospital.

3. RESPONSIBILITIES OF THE HOSPITAL

3.1 Space, Equipment. The Hospital shall during the term of this Agreement make available to the Physician-in-Training such space and routine office supplies as are reasonably necessary to enable the Physician-in-Training to fulfill his obligations under this Agreement subject to the operating and capital budget adopted by the Hospital from time to time.

3.2 Time-off. The Hospital shall provide the Physician-in-Training with fifteen (15)-business days off with pay for personal use during the term of this Agreement. The scheduling of days off must be approved by the Director of the GME Program in advance. The Physician-in-Training may not accumulate such days-off to use beyond the term of this Agreement. If such days-off are not used during the term of this Agreement, the Physician-in-Training shall lose the right to such days-off. The Hospital shall not compensate the Physician-in-Training for any days-off not used by the Physician-in-Training during the term of this Agreement. In addition, the Physician-in-Training shall be entitled leaves of absence, parental leave and sick leave in accordance with the policies listed and identified in Exhibit 2.2 hereto. The Physician-in-Training is not entitled to time-off for holidays or additional compensation or additional time-off as compensation for working on holidays.

3.3 GME Program Closure or Reduction. The Hospital has adopted a policy addressing the consequences of a reduction in the size of or closure of the GME Program or the Hospital. The Physician-in-Training shall be entitled to the benefits set forth in said policy which is listed and location identified in Exhibit 2.2 hereto..

4. COMPENSATION

4.1 Compensation. During the term of this Agreement the Physician-in-Training shall be compensated for the services performed under this Agreement in accordance with the provisions of Exhibit 4.1, attached hereto and incorporated herein by reference.

4.2 Benefits. During the term of this Agreement, Physician-in-Training shall be eligible to receive or participate in the employee benefits identified in Exhibit 4.2, subject to the terms and provisions thereof.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the Commencement Date and shall terminate at 11:59 p.m. on June 30, 200_ unless sooner terminated as set forth in this Agreement. This Agreement, and the terms and conditions set forth herein, shall not be extended unless there is a written agreement to extend the Agreement executed by both Parties. If the Hospital does not intend to renew this Agreement for subsequent terms or does not intend on promoting the Physician-in-Training to the next level of training as the result of a decision by the Hospital that the Physician-in-Training has not made satisfactory progress in the GME Program, the Hospital shall notify the Physician-in-Training of such decision at least four (4) months prior to the expiration of the term of this Agreement, provided there is sufficient time for such notice with respect to the end of the term. If the primary reason(s) for the decision not-to-renew or not-to-promote occurs within the four (4) months prior to the expiration of the term of this Agreement, the Hospital shall provide the Physician-in-Training with written notice of its intent not to renew the Agreement or not to promote the Physician-in-Training to the next level of training as soon as reasonably practicable under all the attendant circumstances. A Physician-in-Training who has received a notice from the Hospital that this Agreement will not be renewed or that the Physician-in-Training will not be promoted to the next level of training, the Physician-in-Training shall be allowed to avail themselves of their rights under the Hospital's Graduate Medical Education Policy on Disciplinary Action, attached and identified in Exhibit 2.2 hereto.

5.2 Termination. This Agreement may be terminated as set forth below:

5.2.1 Death, Disability. This Agreement shall terminate immediately upon the death or permanent disability of Physician-in-Training such that Physician-in-Training can no longer materially perform his duties hereunder.

5.2.2 With Cause. The Hospital may terminate this Agreement at any time with cause by providing the Physician-in Training written notice of termination, such termination to be effective immediately upon the giving of notice. For the purposes of this section, cause is defined as: (i) a breach by the Physician-in Training of any term, provision or condition of this Agreement, other than a breach of the terms and provisions of Section 2.8 of this Agreement, (ii) a determination by the Director of the GME Program that the Physician-in Training has not satisfactorily performed during the term of this Agreement, (iii) the termination of the Physician-in Training from the GME Program in accordance with the Graduate Medical Education Policy on Disciplinary Action, or (iv) a breach, violation or failure to fully comply by the Physician-in Training of any policy or

procedure applicable to employees of the Hospital as in effect from time to time. If this Agreement is terminated by the Hospital as a result of cause as defined in subparts (i) (as relating only to provisions of this Agreement regarding clinical performance or professional conduct), (ii) or (iii) of the preceding sentence, the Physician-in-Training shall be accorded only the appeal rights set forth in the Graduate Medical Education Policy on Disciplinary Action identified and listed on Exhibit 2.2 hereto. If this Agreement is terminated by the Hospital as a result of cause as defined in subpart (iv) of the second sentence of this Section 5.2.2, the Physician-in-Training shall be accorded only the grievance procedures set forth in the Hospital's Employee Handbook, as in effect from time to time. This Agreement may be terminated by the Hospital for multiple types of cause, even if arising out of the same underlying incident or circumstance, any one of which shall be sufficient to terminate this Agreement.

5.2.3 Loss of License, Professional Liability Coverage. Notwithstanding any provision contained in this Agreement to the contrary, the Hospital may immediately terminate this Agreement upon written notice to the Physician-in-Training if (i) the Physician's license to practice medicine within The Commonwealth of Massachusetts is permanently or temporarily revoked, suspended or withdrawn or (ii) the Physician-in-Training is unable to qualify for the professional liability insurance coverage set forth in Section 2.5 of this Agreement.

5.3 Waiver. A waiver of the breach of any term or condition of this Agreement by either Party shall not constitute a waiver of any subsequent breach or breaches.

6. EFFECT OF TERMINATION

6.1 Upon termination of this Agreement as herein above provided, neither Party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination and (ii) obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

6.2 Upon termination of this Agreement, Physician-in-Training shall immediately deliver to the Hospital any medical records, premises, equipment, or supplies in the possession of the Physician-in-Training.

7. MISCELLANEOUS

7.1 Notices. Notices or communications required or permitted to be given under this Agreement shall be given to the respective Party by hand, or by registered or certified mail (said notice being deemed given as of the date of mailing), or by overnight delivery by a nationally recognized courier service, or by facsimile if receipt of which is timely acknowledge by a return facsimile signed by the receiving Party, or by email if delivery of the email is verified by the sender's email system, at the following addresses unless a party shall otherwise designate its address by notice:

To the Physician-in-Training:

Name Address
Telephone No.:
Facsimile No.:
Email Address:

To the Hospital:

Attn: [. Program Director}
Steward St. Elizabeth's Medical Center of Boston
736 Cambridge Street
Boston, MA 02135-2997
Telephone No.:
Facsimile No.:
Email Address:

With a copy to:

Christopher O'Connor
President
Steward St. Elizabeth's Medical Center of Boston
736 Cambridge Street
Boston, MA 02135-2997
Telephone No.:
Facsimile No.:
Email Address:

7.2 Construction. (a) The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Unless otherwise specified, all references to "days" are to calendar and not business days.

(c) The preamble and Attachments to this Agreement and the Attachments incorporated herein are integral parts of this Agreement. All references herein to this Agreement encompass such preamble and Attachments incorporated herein.

(d) This Agreement shall be construed as if all Parties drafted in jointly, and shall not be construed against any Party as principal drafter.

(e) In the event any clause or provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not effect the remainder of this Agreement which shall remain in full force and enforceable in accordance with its terms, provided such determination does not materially alter the rights and obligations of the Parties as contemplated in this Agreement.

7.3 Governing Law. This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of The Commonwealth of Massachusetts.

7.4 Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both Parties.

7.5 Entire Agreement. This Agreement, including all attachments, exhibits and schedules hereto, constitutes the entire Agreement between the Parties.

7.6 Amendments. Only an instrument in writing signed by both parties may amend this Agreement.

[Space intentionally left blank, signatures on separate page.]

IN WITNESS WHEREOF, Steward St. Elizabeth's Medical Center of Boston, Inc., by _____ hereunto duly authorized, and _____ Physician-in-Training have caused this Agreement to be signed and sealed as of the day and year first above written.

STEWARD ST. ELIZABETH'S
MEDICAL CENTER OF BOSTON, INC.

By: _____
Program Director

NAME
Physician-In-Training

List of Exhibits

- Exhibit 2.2 List of Policies
- Exhibit 2.3 Summary of Professional Liability Coverage
- Exhibit 4.1 Compensation
- Exhibit 4.2 Benefits

Exhibit 2.2

List of Policies

The Physician-in-Training shall be subject to all of the policies of the Hospital as applicable and in effect from time to time, including the following policies specifically applicable to physicians-in-training, each as adopted by the Hospital from time to time, a copy of which is are located in the Graduate Medical Education (GME) office, all residency offices, CSEMC Intra net under Graduate Medical Education Policies:

Graduate Medical Education Policy on Disciplinary Action and Grievance Procedure for Residents

Physician-in-Training Coverage Hours

Leave of Absence, Sick Leave and Parental Leave

Physician Impairment

Counseling Services

Sexual Harassment

Accommodations for Disabilities

Reduction in Size or Closure of GME Program

Exhibit 2.3

Summary of Professional Liability Coverage

House officers are insured by the Tailored Risk Assurance Company, Ltd. (TRACO) for their professional liability coverage. Each house officer is insured for \$1,000,000 per claim and \$3,000,000 aggregate per policy year subject to a combined each claim limit of \$2.5million and according to all the terms of the TRACO policy. Steward St. Elizabeth's Medical Center provides tail coverage through TRACO to the house officers when they leave their training program.

Exhibit 4.1

Compensation

For the responsibilities and services to be rendered under this Agreement by the Physician-in-Training, the Hospital agrees to pay the Physician-in-Training, and Physician-in-Training agrees to accept, an annual salary of \$_____ Dollars and no cents (\$00,000.00) payable in accordance with the policies and procedures of the Hospital as in effect from time to time, subject to all applicable mandatory and discretionary withholdings.

If for any reason the Physician-in-Training is suspended from the GME Program in accordance with the Graduate Medical Education Policy on Disciplinary Action, the Physician-in-Training shall not be entitled to any compensation during the period of said suspension.

If for any reason the Physician-in-Training is suspended as an employee of the Hospital in accordance with the Hospital's policies and procedures as in effect from time to time, the Physician-in-Training may not be entitled to any compensation during the period of said suspension in accordance with said suspension and policies and procedures.

Exhibit 4.2

Physician-in-Training Benefits

The Hospital shall make available to the Physician-in-Training the following benefits in accordance with its policies and practices of the Hospital as in effect from time to time:

HOUSING

The physician's residence building provides on-call accommodations for the house staff. This on-site residence includes 22 on-call rooms, an exercise room, a lounge with a television, VCR, refrigerator, a reading room, a conference room, computer and Internet access.

LIBRARY

The Stohlman Library supports both clinical and research activities at Steward St. Elizabeth's Medical Center. On the hospital's main floor, it provides a comfortable environment in which to reach medical questions. Skilled staff is ready to assist and offer the following reference services: on-line literature searching, inter-library loaning, tele facsimile delivery and general references assistance. MEDLINE is available for end-user searching at a CD-ROM workstation. There is 24-hour access to the library. The Stohlman collection contains approximately, 1,100 medical titles and 260 journal subscriptions; in addition Steward St. Elizabeth's participates in local, state and national networks, which provide access to the collections of thousands of hospitals, colleges and medical schools.

UNIFORMS

Three uniforms are issued each year to house officers. Laundering of the uniforms is the responsibility of the house officer.

LOCKERS

Lockers are issued to each house officer for the duration of training. The lockers are located on the ground level of the house officers' quarters next to Cardiac Rehab.

MEALS

Meals are available to all employees in the hospital's cafeteria. Meal tickets are issued for house staff on-call. Access to the food services is offered by the Hospital 24-hours a day while on duty.

BENEFITS

The Medical Center offers a choice of comprehensive health plans: Tufts Health Plan and Network Blue New England, as well as Delta Preferred Dental. Steward St. Elizabeth's assumes a portion of the cost for this coverage with the employee contributing a bi-weekly fee. The medical center also provides disability and life insurance. A flexible-spending program allows you to save taxes on the amount you pay via payroll deductions for health insurance and childcare. (Detailed in employee handbook.)

Other benefits include three weeks paid vacation, supplementary life insurance, tax shelter annuities, and low cost parking and on-site childcare. Steward St. Elizabeth's also offers discount tickets to sporting events, movies, theater, local health club, MBTA subsidized passes. (Detailed in employee handbook.)

STIPENDS

Steward St. Elizabeth's offers salaries that are competitive with other Boston hospitals; they are adjusted annually.

PARKING

Parking for the residents is located in the Monastery Parking Lot for \$6.55 per week. The Monastery Parking Lot is walking distance from the medical center.

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