University of Vermont Health Network – Champlain Valley Physicians Hospital
FAMILY MEDICINE RESIDENT EMPLOYMENT AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2026, by and between Champlain Valley Physicians Hospital Medical Center d/b/a The University of Vermont Health Network - Champlain Valley Physicians Hospital, a Not-for-Profit Corporation duly incorporated under the laws of the State of New York, and having a principal place of business at 75 Beekman St, Plattsburgh, New York 12901 ("UVMHN-CVPH" or "Corporation"), and _____, M.D. or D.O. a post-graduate trainee with an address of _____("Resident Physician").

Recitals

WHEREAS, in conjunction with the Larner College of Medicine at The University of Vermont and The University of Vermont Health Network - University of Vermont Medical Center, Corporation provides educational experience in a specialty training program for the Resident Physician, which is an essential element of its integrated health care system;

WHEREAS, Corporation desires to employ Resident Physician to provide health care services in Northeastern New York;

WHEREAS, the Resident Physician desires to be employed by Corporation to health care services to patients of Corporation and to further Resident Physician's training on the terms and conditions specified herein; and

WHEREAS, this offer is contingent upon the successful completion of a background check, references, and pre-placement physical including a drug screen and vaccination confirmation.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the Resident Physician and Corporation agree as follows:

1) **Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings:
   a) "COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act.
   b) "Program Director" shall mean the single physician who has the responsibility and authority for a specific program's administration, curriculum, and activities.
   c) "UVMHN-CVPH Base Salary" shall mean an annual payment in the dollar amount set forth in Exhibit A which may be amended by Corporation on notice to Resident Physician.
   d) "Moonlighting" shall mean any work activities outside the Program.
   e) "Program" shall mean the unit of specialty or sub-specialty training comprising a graded series of learning experiences in Graduate Medical Education ("GME") that is evaluated for external accreditation and/or approval by the UVMHN-CVPH Graduate Medical Education Committee ("GMEC").

2) **Employment.**
   a) Start Date. The Resident Physician shall commence employment under this Agreement on

June 22, 2026 (the "Start Date"). Notwithstanding anything to the contrary herein, the Start Date may be extended or delayed, in UVMHN-CVPH's reasonable discretion, until the Resident Physician has provided UVMHN-CVPH with satisfactory assurances that the Resident Physician has satisfied all initial eligibility requirements required by UVMHN-CVPH, UVMHN-CVPH's Graduate Medical Education Office, the Accreditation Council for Graduate Medical Education, any other applicable accrediting bodies for resident education, and all requirements of UVMHN-CVPH to provide on-site health care services, and all legal requirements including 10 NYCRR 405.3(b). A Resident Physician that is a MD shall provide UVMHN-CVPH with evidence that the Resident Physician passed Step 1 & 2 (CS & CK) of USMLE prior to the commencement of this Agreement. A Resident Physician that is a DO shall provide UVMHN-CVPH with evidence that the Resident Physician passed Step 1 & 2 (CE & PE) of COMLEX prior to the commencement of this Agreement. Failure to complete any of the Resident Physician eligibility requirements shall be grounds for UVMHN-CVPH to immediately terminate this Agreement.

b) Term and Promotion.
   i) Unless sooner terminated as provided in Section 7, this Agreement shall commence on the Start Date and shall remain in full force and effect until the Promotion Date set forth in Exhibit A (hereinafter referred to as the "Initial Term").
   ii) At the end of the Initial Term, the Program Director, may, in their sole discretion, elect to promote the Resident Physician for another term to the Program by presenting the Resident Physician with a new Exhibit A to this Agreement. If UVMHN-CVPH decides to not promote the Resident Physician to another term, it shall give the Resident Physician written notice of non-promotion and shall make good faith efforts to give said notice of non-promotion at least one hundred and twenty (120) days before the end of Initial Term or any Promotion Term then in effect. The Resident Physician may appeal in writing any notice of non-promotion through the Procedures for the Resident Physician Grievances that are set forth in the UVMH- CVPH GME Policies. Upon countersignature by the Resident Physician of the new Exhibit A, the Initial Term shall be extended until the subsequent promotion date listed thereon (hereinafter referred to as the "Promotion Term" and together with the Initial Term the "Term"). If not extended as provided for herein, this Agreement shall automatically expire and terminate on the Promotion Date.

c) Medical Staff and Privileges.
   i) Medical Staff. The Resident Physician shall not have membership on the medical staff.
   ii) Privileges. The Resident Physician shall be given privileges to perform procedures that are determined to be appropriate by Program Director or Designee.
      (1) General Limitations. The Resident Physician may only provide patient care services that are reasonably related to the specific GME training program as determined by the Program Director or Designee.
      (2) Recommendation of Privileges. The Program Director shall, recommend privileges on a treatment/procedure basis for the Resident Physician prior to delivery of patient care services. These privileges may be amended or modified by the Program Director based on the professional development of the Resident Physician. The Resident Physician shall comply with those privileges. The Resident Physician acknowledges that while certain procedures may be performed under the general

control and supervision of an appropriate physician, other procedures must be performed under direct visual observation of an appropriate physician.

(3) Surgical Privileges. The Resident Physician acknowledges that they may not perform surgery requiring anesthesia or an operating room absent personal supervision, preoperative examination and assessment, and postoperative examination and assessment (on a daily basis) by an appropriate physician.

(4) Compliance with Policies. The Resident Physician shall follow any policies and procedures developed and implemented by the Program Director setting forth the principles governing medical practice by postgraduate trainees, including guidelines on circumstances requiring supervision and consultation.

(5) Practice Outside Privileges. The Resident Physician acknowledges that practice outside of their privileges is a material breach of this Agreement and shall subject the Resident Physician to appropriate disciplinary action under the GME Policies.

d) Employment Relationship. In performing the professional services under this Agreement, the Resident Physician shall be an employee of UVMHN-CVPH. However, the Resident Physician shall exercise the Resident Physician's own independent professional judgment in seeing and treating patients under the level of supervision of Program Director or another designated physician as determined by the Resident Physician's privileges. UVMHN-CVPH shall withhold taxes from the payments made to the Resident Physician, including income taxes and taxes under the Federal Insurance Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA). Notwithstanding the foregoing, the Resident Physician is not an authorized agent of UVMHN-CVPH and may not enter into any contract whatsoever on behalf of Corporation, except as expressly authorized by Corporation.

3) The Resident Physician's Representations and Warranties.

a) Disclosure. The Resident Physician represents and warrants at all times during the term of this Agreement that The Resident Physician has disclosed and will disclose to Corporation the following matters promptly following the date the Resident Physician became aware of the same:

i) any disciplinary, peer review or professional review investigation, proceeding or action instituted against the Resident Physician by any licensure board, peer review or professional review committee or body, or governmental agency;

ii) any investigation or proceeding, whether administrative civil or criminal, relating to an allegation against the Resident Physician of filing false health care claims, violating anti-kickback laws, engaging in billing improprieties or any other fraudulent activities;

iii) any dependency on, habitual use or episodic abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program;

iv) any investigation or proceeding against the Resident Physician, of violating professional ethics or standards, or engaging in illegal, immoral or other misconduct, relating to the practice of medicine;

v) any denial of an application in any state for licensure as a physician, for Board Certification or recertification, for participation in any third party payment program, for state or federal controlled substances registration, or for malpractice insurance;

vi) any Board of Medical Examiners sanctions, reprimands, or disciplinary actions;

vii) any action, proceeding, or decision which could impair the Resident Physician's current and unrestricted federal (DEA) and state narcotics registrations; and

viii) all information provided by the Resident Physician in support of employment is true and correct.

4) Responsibilities of Institution.

a) General Responsibilities. UVMHN-CVPH, as a sponsor of a Graduate Medicate Education (GME) program, acknowledges and agrees that it is responsible to: (i) ensure that the institution and accredited GME training programs comply with accrediting agencies' requirements, such as maintaining Joint Commission and ACGME accreditations; (ii) maintain an organized administrative system to oversee all GME activities; (iii) provide appropriate personal protective equipment, adequate on-call accommodations and work space and the availability of meals while the Resident Physician is on extended call; (iv) ensure policies of supervision are consistent with program and medical staff requirements; (v) provide access to and use of a medical library; (vi) provide opportunities for the Resident Physician participation in institutional and educational program activities, and committees; and; (vii) provide ancillary patient support systems, including intravenous and phlebotomy services, laboratory and radiology systems and messenger and transporter services to ensure adequate patient care in a timely manner; and (viii) participate in quality assurance measures and activities.

b) Certificate of Completion. Upon satisfactory completion of all requirements of Program for Board eligibility for the Resident Physician's elected Program, as determined by the Program Director, The Resident Physician will be awarded a Certificate of Completion from UVMHN-CVPH and the Larner College of Medicine at University of Vermont College of Medicine.

5) Responsibilities of The Resident Physician

a) General Obligations. The Resident Physician shall: (a) develop a personal program of self-study and professional growth with guidance from the teaching staff; (b) participate in safe, effective and compassionate patient care under supervision, commensurate with their level of advancement and responsibility; (c) participate fully in the educational activities of their program; (d) assume responsibility for supervising Resident Physicians, medical students, and employees; (e) participate in institutional programs and activities involving the medical staff and adhere to UVMHN-CVPH practice, procedures, and policies; (f) participate in institutional committees and councils, especially those that relate to patient care review activities; (g) apply cost containment measures in the provision of patient care; (h) observe and comply with the procedures and requirements established by UVMHN-CVPH regarding the performance of the Resident Physician's duties.

b) Legal Compliance. The Resident Physician shall comply fully with: (1) any and all state or federal statutes, rules and regulations relating to, directly or indirectly, the documenting and coding of physician services, and (2) any voluntary or involuntary compliance plan or program adopted by UVMHN-CVPH with regard to the documenting and coding of physician services. The Resident Physician shall also attend any required training related to and comply fully with: (1) any and all state or federal statutes, rules and regulations relating to, directly or indirectly, the confidentiality and privacy of patient information (collectively, the "Laws"), and (2) any UVMHN-CVPH policies or procedures implemented to comply with such Laws, including the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996.

c) Medical Care. The Resident Physician shall provide medical care in accordance with applicable medical staff bylaws and all UVMHN-CVPH policies, including those relating to patient care and non-discrimination. Consistent with the Corporation's charitable and nonprofit objectives as well as to ensure compliance with all federal and state laws and regulations, the Resident Physician shall see and treat patients regardless of their ability or inability to pay for services on the same basis as all other similarly situated patients of UVMHN-CVPH. The Resident Physician shall also see and treat any Medicaid or Medicare patients presenting to the Resident Physician at UVMHN-CVPH and will continually remain eligible for Medicare and Medicaid participation.

d) Supplemental Duties. The Resident Physician shall perform those supplemental duties typical of physicians within UVMHN-CVPH. The Resident Physician acknowledges that such duties may include:
   i) participation on professional staff committees to which the Resident Physician is assigned and attend such committee meetings as may be required for quality improvement as well as accreditation;
   ii) advising the Corporation in expanding departmental services and formulating institutional long-range plans;
   iii) participating in marketing efforts in conjunction with the Corporation; and
   iv) assisting in the education of other students, interns, and residents as requested by the Corporation.

e) Conduct.
   i) Professionalism. The Resident Physician shall maintain collegial relations with all Medical Staff physicians, other residents, UVMHN-CVPH staff, patients, and patient's families.
   ii) Anti-Harassment. UVMHN-CVPH actively seeks to provide and maintain a workplace free of unlawful harassment of any employee, job applicant, student, or customer, including the Resident Physician. A copy of the Harassment Policy is set forth in the UVMH- CVPH GME Policies. The Resident Physician's failure to comply with this policy may warrant disciplinary action, up to and including immediate termination of appointment.

f) Medical Records. The Resident Physician shall fully and timely complete all patient charts and medical records regarding patients seen or treated by the Resident Physician in full compliance with the Medical Staff Bylaws and Corporation policies as well as accreditation standards. Records shall contain complete and accurate documentation of patient care.

g) Professional Requirements.
   i) The Resident Physician will be required to obtain a New York State medical license as soon as is permitted by law for the term of their Program training.
   ii) A Resident Physician who dispenses or prescribes controlled substances must be registered with the Drug Enforcement Administration (DEA) either through the UVMHN-CVPH Pharmacy or through individual registration. In the event such DEA registration is through the UVMHN-CVPH Pharmacy, the Resident Physician shall use such registration only when providing services on behalf of UVMHN-CVPH.

h) Work Authorization. All Resident Physicians shall present proper documentation to confirm work authorization for purposes of Form I-9. All Resident Physicians shall maintain such work authorization for the duration of this Agreement.

6) Financial Terms.

a) Compensation. Corporation agrees to compensate the Resident Physician with the UVMHN-CVPH Base Salary.

b) Professional Fees. Corporation shall, in its sole discretion, establish the schedule of fees or charges for the Resident Physician's services hereunder. The Resident Physician hereby irrevocably assigns and grants to Corporation the right to bill and collect from patients and/or third party payors for all Professional Fees relating to services rendered by the Resident Physician pursuant to this Agreement. The Resident Physician agrees to execute any and all documents necessary to carry out the provisions of this paragraph. The term Professional Fees includes all honorariums, stipends, research grants or other forms of payment for active or proposed research studies and any other income generated by the Resident Physician unless specifically exempted in writing by Corporation or by this Agreement.

c) Billing. The Resident Physician shall cooperate with Corporation with the completion of forms and submission of timely information required by third party payors. The Resident Physician shall be responsible to code the services provided hereunder for billing purposes. Corporation agrees to develop and maintain a coding and billing education program for the Resident Physician and for other physicians employed by Corporation. The Resident Physician agrees to attend and participate in billing all education programs and compliance programs as Corporation may establish from time to time. Corporation also agrees to make available to the Resident Physician a certified, professional coder trained to obtain the highest lawful reimbursement rate for the Resident Physician's medical services. This professional coder will be provided on an as needed basis. The Resident Physician will be responsible for the proper coding of his charges on a daily basis.

d) Benefits. As an employee, the Resident Physician shall be entitled to fringe benefits that are customarily provided to similarly situated UVMHN-CVPH employees. These fringe benefits include, but are not limited to Base Vacation, Insurance, and Retirement.

i) Vacations. During the term of this Agreement, the Resident Physician shall be entitled to up to15 days of paid vacation (the "Base Vacation"). The timing of all vacations shall be governed by the policies of UVMHN-CVPH concerning vacations or shall require the prior written approval of the Program Director if there are no such policies, so as not to interfere with the discharge of the Resident Physician's duties hereunder and the provision of health care services to patient. A Resident Physician who fails to use vacation or who leave the program during the term of this Agreement for any reason are not entitled to pay for unused vacation.

ii) Insurance. The Resident Physician shall be entitled to participate in (i) group medical, dental, vision and life insurance programs offered to UVMHN-CVPH employees, (ii) reimbursement accounts offered to UVMHN-CVPH employees, and (iii) a disability program. The descriptions of these benefits, which may change from time to time, are set forth in the physician benefits summary.

iii) Retirement. UVMHN-CVPH offers a retirement benefit to eligible Resident Physicians. A description of this benefit, which may change from time to time, is set forth in the Resident Benefit Guide.

7) Termination.

a) Termination by Corporation. Corporation may terminate this Agreement without penalty immediately upon the occurrence of any of the following:

i) The Resident Physician's death;
ii) The Resident Physician, in Corporation's sole judgment, engages in conduct that adversely affects the quality of care provided to patients of Corporation and/or the reputation of Corporation which conduct has not been cured to the reasonable satisfaction of Corporation within thirty (30) days after written notice of such conduct stating the nature thereof with particularity;
iii) The Resident Physician is found accused of unprofessional, unethical or fraudulent conduct by any governmental authority or board, institution, organization, or professional society;
iv) Breach of any term of this Agreement by the Resident Physician, which breach has not been cured to the reasonable satisfaction of Corporation within thirty (30) days after notice of such breach stating the nature of such breach with particularity except for cases where the Resident Physician cannot cure such breach within thirty (30) days, in which case termination may be immediate;
v) Suspension or exclusion of the Resident Physician from any third-party payment program in which Corporation is a participating provider as a result of medical conduct prohibited by the contractual obligations of Corporation or the Resident Physician with such third party payor or as a result of the Resident Physician's quality of care;
vi) Bankruptcy or insolvency of Corporation; any voluntary petition for bankruptcy or involuntary petition for bankruptcy, dissolution, liquidation or winding-up of the affairs of Corporation; or any assignment by Corporation for the benefit of creditors; and/or
vii) Termination of the Resident Physician's appointment pursuant to the procedures of the UVMH- CVPH GME Policies.

b) Termination by the Resident Physician. The Resident Physician may terminate this Agreement immediately if Corporation breaches any material term of this Agreement, which breach has not been cured to the satisfaction of the Resident Physician within thirty (30) days after notice of such breach.
c) Violation of Law. In the event that any Federal or state governmental agency or court determines that any aspect of the transactions between the Resident Physician and the Hospital pursuant to this Contract violates any other federal or state statute or regulation, the Resident Physician and the Hospital agree to cooperate to take all steps necessary to cure such violation. Each party agrees to promptly notify the other of any tax audit or regulatory investigation that may lead to such a determination.

8) Post Termination Requirements.

a) Upon termination of this Agreement for any reason, the Resident Physician shall:
i) Cease claiming any relationship with or to Corporation;
ii) Provide Corporation with all information in the Resident Physician's possession that is reasonably requested by Corporation concerning patient billing and patient services, including a list of all patients scheduled for any tests, surgery or other treatment or procedures;
iii) Promptly complete all medical records in a manner consistent with good medical practice and any "attending physician statements" as needed or requested by Corporation;
iv) Remit any payments received that apply to services rendered by the Resident Physician through Corporation prior to the termination of this Agreement (or during such longer

period if the Resident Physician's continued participation in any payor contract is required by the terms of such contract); and

v) The Resident Physician shall immediately deliver to Corporation for its sole custody, and for its total, exclusive, and complete use, Corporation's medical records, premises, equipment, and supplies.

b) Upon termination of this Agreement for any reason, Corporation shall be responsible to pay to the Resident Physician the portion of the UVMHN-CVPH Base Salary earned prior to the Date of Termination. Thereafter, UVMHN-CVPH shall not have any further obligation to the Resident Physician and/or the Resident Physician's executor, administrator or other legal representative under this Agreement or on account of, or arising out of, the termination of the Resident Physician's appointment, except as required by COBRA.

9) Graduate Medical Education Committee Requirements.

a) Duty Hours. The Resident Physician must adhere to duty hours requirements defined in the Accreditation Council for Graduate Medical Education Program requirements, New York laws, rules, and regulations, and as set forth in the UVMH- CVPH GME Policies.

b) Call Schedule. The Resident Physician shall honor the call schedule developed by the Director of the Program and shall only be absent in case of illness or personal or family emergency. Without limiting the foregoing, on call schedules should not be excessive as defined in the Accreditation Council for Graduate Medical Education Program requirements.

c) Sick, Professional and Other Leaves. The current Family and Medical Leave Policy is set forth in the UVMH-CVPH GME Policies. Such leaves are granted by the Program Director and reported to the Graduate Medical Education Office for documentation purposes. Professional and other personal leaves are discussed in the policy and are granted at the sole discretion of the Program Director. Extension of leaves shall be at the sole discretion of the Program Director. The Resident Physician who takes family and medical leave, professional and other personal or sick leaves must satisfy the criteria for completion of the Program, and will be required to extend their training program by the period of time equal to the leave of absence.

d) Work Activities Outside the Program. Professional and patient care activities that are outside of the educational program are called "Moonlighting." Both internal and external Moonlighting are permitted only as set forth in the UVMH- CVPH GME Policies. It is the individual Resident Physician's responsibility to ensure proper licensing, work authorization, and malpractice insurance coverage for such activities.

10) Professional Liability Insurance.

a) Corporation operates a Captive Insurance Program (Vermont Managed Care Indemnity Company, Ltd) under which the Resident Physician shall be covered as an employee in accordance with the terms of the Corporation's Captive Insurance as from time to time amended or with such insurance company as Corporation may from time to time select. The Resident Physician may request additional information on the Program from UVMHN-CVPH.

b) The Captive Insurance Program shall not cover the Resident Physician for any external Moonlighting, as defined by the Graduate Medical Education Policies and, as such, the Resident Physician must pay for its own or have the external Moonlighting location pay for appropriate professional liability insurance.

11) Confidentiality; Proprietary Information and Disclosure of Information.

a) Information Requirements. All information that is not otherwise public and that is provided to or obtained by the Resident Physician with regard to Corporation (or any affiliates) shall remain confidential and shall not be disclosed to any other party at any time (including after any termination of this Agreement) without the express written consent of Corporation. All communications (written or oral), records, files, reports and documents pertaining to patients, personnel, services, operations, finances, business, marketing or strategic plans, or any trade secrets, new product developments and special or unique processes or methods of or belonging to Corporation, belong to and shall remain the property of Corporation and all copies of such material shall be returned by the Resident Physician to Corporation on or prior to the Start Date of any termination or expiration. The forgoing shall not apply to information which at the time of its first receipt hereunder was in possession of the Resident Physician, is or become part of the public domain through no fault attributable to the Resident Physician or is received by the Resident Physician as a matter of right from a third-party.

b) HIPAA Compliance. The Resident Physician agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated hereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 142 (the "Federal Security Regulations"). The Resident Physician agrees not to use or further disclose any protected health information, as defined in 42 U.S.C. 1320d (collectively, the "Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA, including without limitation the Federal Privacy Regulations and the Federal Security Regulations. The Resident Physician will comply with Corporation's policies and procedures to prevent the use or disclosure of a patient's Protected Health Information. The Resident Physician in providing services hereunder shall act as a member of Corporation's workforce.

12) Miscellaneous.

a) Resident Physician Grievance. RESIDENT PHYSICIAN WAIVES ANY RIGHT TO MAKE ANY CLAIM UNDER THIS AGREEMENT REGARDING NON-PROMOTION, TERMINATION OF THE RESIDENCY APPOINTMENT, OR ANY DISCIPLINARY ACTION WITHOUT FIRST COMPLYING FULLY WITH THE PROVISIONS OF THE UVMH-CVPH GME POLICIES PERTAINING TO GRIEVANCES AND DISCIPLINE (INCLUDING, BY WAY OF EXAMPLE, CLAIMS REGARDING PERFORMANCE REVIEWS, DECISIONS ABOUT REMEDIATION PERIODS, AND ACTIONS TAKEN PURSUANT TO ANY RESIDENT DISCIPLINE POLICY(IES)). THE RESIDENT PHYSICIAN AGREES THAT THE FINDINGS OF FACT AND CONCLUSIONS OF ANY GRIEVANCE PROCEEDING UNDER THE UVMH-CVPH GME POLICIES ARE VALID AND CONCLUSIVE.

b) Nondiscrimination. The parties to this Agreement mutually agree that they will not discriminate against any individual because of their race, creed, religious beliefs, national origin, age, sex, sexual orientation, disability, color, place of birth, ancestry, health status, or source of payment for services. The Resident Physician's failure to comply with this

provision may warrant disciplinary action up to and including immediate termination of appointment.

c) Access of the Government to Records. To the extent that the provisions of Section 1861(v)(1)(I) of the Social Security Act 42 U.S.C. §1935x (v)(I) are applicable to this Agreement, the parties agree to comply therewith.

d) Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without reference to the conflict of laws principles thereof. Any controversy or claim arising out of, or relating to, this Agreement, or its breach, shall be venued in the Supreme Courts for Clinton County, New York. THE PARTIES MUTUALLY WAIVE TRAIL BY JURY AND AGREE TO PROCEED WITH A BENCH TRIAL.

e) Legal Compliance. The parties' express intent is to comply with 42 U.S.C. § 1320a-7b(b), commonly referred to as the federal Anti-kickback Statute, 42 U.S.C. § 1395nn, commonly referred to as Stark II. This Agreement shall be construed in a manner consistent with such statutes and the regulations promulgated thereunder, and the parties agree to take such actions as are necessary to construe and administer this Agreement consistent therewith. The parties further intend that the compensation paid hereunder shall be a fair market value for the services rendered based on arm's length bargaining and the value of similar services.

f) Severability. If any provisions of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein; provided, however, that the parties agree to negotiate a substitute provision or provisions that reflect as nearly as possible the original intention of the parties.

g) Amendment. No alteration or modification of this Agreement including any Attachment shall be valid unless made in writing and executed by each of the parties hereto.

h) Counterparts. This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original.

i) Vested Rights. No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations that shall have theretofore matured hereunder.

j) Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and representatives.

k) Notices. Any notice or other communication by one party to the other shall be in writing and shall be given, and be deemed to have been given (i) if hand delivered, upon delivery, (ii) if mailed, postage prepaid, certified mail (return receipt requested), on the second business day after mailing, or (iii) if sent by an overnight courier service, the next business day after depositing with such courier, in each case addressed as set forth in the opening paragraph of this Agreement.

l) Assignment. No party may assign this Agreement without written consent of the other, except that Corporation may assign this Agreement without any further consent to any entity affiliated with Hospital.

m) Survival. The legal compliance obligations, confidentiality obligations, representations, warranties, and covenants shall survive the termination or expiration of this Agreement.

n) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes and cancels all prior agreements between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals.

CHAMPLAIN VALLEY PHYSICIANS HOSPITAL	RESIDENT PHYSICIAN
By: _____	_____
Its: President and Chief Operating Officer	
Date: _____	Date: _____

EXHIBIT A

SALARY, OTHER COMPENSATION, PROMOTION DATE

Salary:
June 22, 2026 - June 30, 2027, Compensation:

- G1 $77,048.73
- G2 $80,708.54
- G3 $84,542.19

Other Compensation:

See Resident Compensation and Benefit Summary

Term of training:
The Resident Training Term will commence on June 22, 2026, and will conclude on June 30, 2027 upon satisfaction of all program requirements and approval of the Program Director. The Resident's current postgraduate year (PGY) level is PGY-1.

Promotion Date:
June 22, 2026

CHAMPLAIN VALLEY PHYSICIANS HOSPITAL	RESIDENT PHYSICIAN
By: _____	_____
Its: President and Chief Operating Officer	
Date: _____	Date: _____