

EMPLOYMENT AGREEMENT

Employment Agreement ("Agreement"), dated as of June 4, 2012 by and between The [REDACTED] Center ("Hospital") and [REDACTED] M.D. ("you"). This Agreement sets forth the terms and conditions of your employment with Hospital as an attending physician of the Department of Obstetrics and Gynecology ("Department"), which shall be effective as of July 6, 2012, or the date you are granted privileges as a member of Hospital's Professional Staff ("Effective Date"). This Agreement supersedes and replaces any prior employment agreement and/or arrangement that you have or had with Hospital for services provided as of the Effective Date.

1. Employment. As a full-time employed physician, you will devote your full-time professional efforts to providing your professional services under this Agreement in your specialty of Obstetrics and Gynecology. As a full-time employed physician, you may not engage in any other employment or contractual arrangement, except with notice to the Chairman of the Department or his/her designee ("Chairman") and with the prior written approval of Hospital's President and Chief Executive Officer or his designee ("CEO"). Such designation may be changed by a written notice to you in accordance with Section 15 below.

2. Duties and Responsibilities. Your duties and responsibilities include the following:

(a) Patient Care/Faculty Practice. You shall render professional services in your specialty and participate in the Department's Faculty Practice, which shall include all of your professional services. Your professional services shall be provided as requested by the Chairman, at Hospital's inpatient and outpatient facilities and at Hospital affiliates and and/or entities that have contracted with Hospital for your services ("Affiliates") and, subject to the prior written approval of the CEO, at a private office and at any other hospital, medical facility or other entity. You shall comply with all departmental Hospital Policies, and if providing services at an Affiliate, with the Affiliate's policies (together "Hospital" or Hospital Policies"). In providing services hereunder, you shall comply with the charity care guidelines adopted by Hospital and provide services to all patients regardless of insurance coverage or ability to pay.

(b) Teaching. You shall participate in the medical education, clinical training and research in the Department and at Hospital's facilities and shall comply with all applicable accrediting and licensure requirements, including those of the Accreditation Council for Graduate Medical Education ("ACGME"), The Joint Commission, and the Department of Health. You shall advance the academic standing of the Department and its faculty by encouraging, developing, and participating in high quality research projects, lectures and continuing medical education programs.

(c) Quality Assurance. You shall participate in Hospital's overall quality assurance program for the Department in accordance with Hospital Policies (as defined in Section 5(e) below) and the requirements of all applicable federal, state (including but not limited to Article 28 of the Public Health Law and regulations promulgated thereunder) and/or local laws, rules and regulations and any standard, rule or regulation of The Joint Commission ("TJC"), applicable to the Department and your obligations under this Agreement (collectively "Applicable Law").