

Fill in this information to identify the case:

Debtor 1 Fayette Memorial Hospital Association  
Debtor 2 \_\_\_\_\_  
(Spouse, if filing)  
United States Bankruptcy Court for the: Southern District of Indiana  
Case number 18-07762-JJG

RECEIVED  
APR 23 2019  
BMC GROUP

Official Form 410  
**Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor? Joseph Webster  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor Joe Webster; Joe Webster,MS,DABR; Joseph Webster,MS,DABR

2. Has this claim been acquired from someone else?  
 No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?  
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
<u>Joseph Webster</u>	_____
Name	Name
<u>10832 Silver Charm Ln</u>	_____
Number Street	Number Street
<u>Union KY 41091</u>	_____
City State ZIP Code	City State ZIP Code
Contact phone <u>(859) 802-2330</u>	Contact phone _____
Contact email <u>joe.webster@twc.com</u>	Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
-----

4. Does this claim amend one already filed?  
 No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?  
 No  
 Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 58,487.76. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

Services performed \_\_\_\_\_

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
Nature of property:  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_

Basis for perfection: \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ \_\_\_\_\_

Amount of the claim that is secured: \$ \_\_\_\_\_

Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)(    ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/22/2019  
MM / DD / YYYY

Signature



Print the name of the person who is completing and signing this claim:

Name Joseph Anthony Webster  
First name Middle name Last name

Title Medical Physicist

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer

Address 10832 Silver Charm Ln  
Number Street

Union KY 41091  
City State ZIP Code

Contact phone (859) 802-2330 Email joe.webster@twc.com

# **Exhibit A**

**Unpaid Invoices for Contracted Physics Services**

# INVOICE

Joseph A Webster, MS, DABR

INVOICE 176-V3

DATE: NOVEMBER 1, 2018

10832 Silver Charm Ln., Union, KY 41091  
Phone 859.802.2330  
joe.webster@twc.com

TO Fayette Regional Health System  
1941 Virginia Avenue  
Connersville, IN 47331

DUE DATE

Upon Receipt

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	The total below does not reflect a current outstanding balance of: \$62,731.63 from invoice 175 \$ 1,442.00 for Oct 4, 2018 additional day \$ 1,814.13 for Oct 1-9, 2018 Physics Services \$65,987.76 Total		
1	Radiation Oncology Physics Services - Oct 10,2018 - Oct 31, 2018	\$4,434.54	\$4,434.54
1	Radiation Oncology Physics Services - October 18, 2018 Additional Day	\$1,442.00	\$1,442.00
		SUBTOTAL	\$5,876.54
		SALES TAX	\$ 0.00
		TOTAL	\$5,876.54

Make all checks payable to Joe Webster

# INVOICE

Joseph A Webster, MS, DABR

INVOICE 175

DATE: OCTOBER 1, 2018

10832 Silver Charm Ln., Union, KY 41091  
Phone 859.802.2330  
joe.webster@twc.com

TO Fayette Regional Health System  
1941 Virginia Avenue  
Connersville, IN 47331

PAYMENT TERMS	DUE DATE
30 Days	October 31, 2018

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Unpaid balance forward from invoice 173 (Radiation Oncology Physics Services - April 2018, May 2018, June 2018, July 2018, and August 2018).	\$46,820.80	\$46,820.80
1	Late Fee on unpaid balance	\$720.16	\$720.16
1	Radiation Oncology Physics Services - September 2018	\$6,248.67	\$6,248.67
1	Radiation Oncology Physics Services - September 2018 Extra Days	\$1,442.00	\$1,442.00
1	2018 ISDH Annual Calibration	7,500.00	7,500.00
SUBTOTAL			\$62,731.63
SALES TAX			\$ 0.00
TOTAL			\$62,731.63

Current	30 DAYS	60 DAYS	90 DAYS	120 DAYS	150 DAYS	180 DAYS
15,910.83	\$9,842.19	\$8,413.80	\$9,710.15	\$9,427.33	\$9,427.33	

Make all checks payable to Joe Webster

# INVOICE

Joseph A Webster, MS, DABR

INVOICE 173

DATE: SEPTEMBER 2, 2018

10832 Silver Charm Ln., Union, KY 41091  
Phone 859.802.2330  
joe.webster@twc.com

TO Fayette Regional Health System  
1941 Virginia Avenue  
Connersville, IN 47331

PAYMENT TERMS	DUE DATE
30 Days	October 2, 2018

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Unpaid balance forward from invoice 172 (Radiation Oncology Physics Services - March 2018, April 2018, May 2018, June 2018, & July 2018)	\$47301.10	\$47,301.10
1	Late Fee on unpaid balance from invoice 172	\$709.52	\$709.52
1	Radiation Oncology Physics Services - August 2018	\$6,248.67	\$6,248.67
2	Radiation Oncology Physics Services - August 2018 Extra Days	\$1,442.00	\$2,884.00
SUBTOTAL			\$57,143.29
SALES TAX			\$ 0.00
TOTAL			\$57,143.29

Current	30 DAYS	60 DAYS	90 DAYS	120 DAYS	150 DAYS
\$9,842.19	\$8,413.80	\$9,710.15	\$9,427.33	\$9,427.33	\$10,322.49

Make all checks payable to Joe Webster

# INVOICE

**Joseph A Webster, MS, DABR**

INVOICE 172

DATE: AUGUST 2, 2018

10832 Silver Charm Ln., Union, KY 41091  
Phone 859.802.2330  
joe.webster@twc.com

TO Fayette Regional Health System  
1941 Virginia Avenue  
Connersville, IN 47331

PAYMENT TERMS	DUE DATE
30 Days	September 1, 2018

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Unpaid balance forward from invoice 171 (Radiation Oncology Physics Services - February 2018, March 2018, April 2018, May 2018, & June 2018)	\$48,208.84	\$48,208.84
1	Late Fee on unpaid balance from invoice 171	\$723.13	\$723.13
1	Radiation Oncology Physics Services - July 2018	\$6,248.67	\$6,248.67
1	Radiation Oncology Physics Services - July 2018 Extra Days	\$1,442.00	\$1,442.00
SUBTOTAL			\$56,622.64
SALES TAX			\$ 0.00
TOTAL			\$56,622.64

Current	30 DAYS	60 DAYS	90 DAYS	120 DAYS	150 DAYS
\$8,413.80	\$9,710.15	\$9,427.33	\$9,427.33	\$10,322.49	\$9,321.54

Make all checks payable to Joe Webster



# INVOICE

**Joseph A Webster, MS, DABR**

INVOICE 171

DATE: JUNE 29, 2018

10832 Silver Charm Ln., Union, KY 41091  
Phone 859.802.2330  
joe.webster@twc.com

TO Fayette Regional Health System  
1941 Virginia Avenue  
Connersville, IN 47331

PAYMENT TERMS	DUE DATE
30 Days	July 29, 2018

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Unpaid balance forward from invoice 169 (Radiation Oncology Physics Services - February 2018, March 2018, April 2018, & May 2018)	\$38,498.69	\$38,498.69
1	Late Fee on outstanding balance from April 2018 physics services (as of June 10, 2018)	\$136.99	\$136.99
1	Late Fee on unpaid balance from invoice 169 (excluding April)	\$440.49	\$440.49
1	Radiation Oncology Physics Services - June 2018	\$6,248.67	\$6,248.67
2	Radiation Oncology Physics Services - June 2018 Extra Days	\$1,442.00	\$2,884.00
SUBTOTAL			\$48,208.84
SALES TAX			\$ 0.00
TOTAL			<b>\$48,208.84</b>

Current	30 DAYS	50 DAYS	90 DAYS	120 DAYS
\$9,710.15	\$9,427.33	\$9,427.33	\$10,322.49	\$9,321.54

Make all checks payable to **Joe Webster**

# INVOICE

Joseph A Webster, MS, DABR

INVOICE 169

DATE: MAY 30, 2018

10832 Silver Charm Ln., Union, KY 41091  
Phone 859.802.2330  
joe.webster@twc.com

TO Fayette Regional Health System  
1941 Virginia Avenue  
Connersville, IN 47331

PAYMENT TERMS	DUE DATE
30 Days	June 29, 2018

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Unpaid balance forward from invoice 168 (Radiation Oncology Physics Services - February 2018, March 2018, & April 2018)	\$29,071.36	\$29,071.36
1	Late Fee (on outstanding balance from Feb and Mar 2018)	\$294.66	\$294.66
1	Radiation Oncology Physics Services - May 2018	\$6,248.67	\$6,248.67
2	Radiation Oncology Physics Services - May 2018 Extra Days	\$1442.00	\$2884.00
SUBTOTAL			\$38,498.69
SALES TAX			\$ 0.00
TOTAL			\$38,498.69

Current	<30 DAYS	60 DAYS	90 DAYS	120 DAYS
\$9,427.33	\$9,427.33	\$10,322.49	\$9,321.54	\$0.00

Make all checks payable to Joe Webster

# INVOICE

Joseph A Webster, MS, DABR

INVOICE 168

DATE: MAY 11, 2018

10832 Silver Charm Ln., Union, KY 41091  
Phone 859.802.2330  
joe.webster@twc.com

TO Fayette Regional Health System  
1941 Virginia Avenue  
Connersville, IN 47331

PAYMENT TERMS	DUE DATE
30 Days	June 11, 2018

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Unpaid balance forward from invoice 166 (Radiation Oncology Physics Services - February 2018 + March 2018)	\$19,644.03	\$19,644.03
1	Late Fee	\$294.66	\$294.66
1	Radiation Oncology Physics Services - April 2018	\$6,248.67	\$6,248.67
2	Radiation Oncology Physics Services - April 2018 Extra Days	\$1442.00	\$2884.00
SUBTOTAL			\$29,071.36
SALES TAX			\$ 0.00
TOTAL			\$29,071.36

Current	30 DAYS	60 DAYS	90 DAYS	120 DAYS
\$9,427.33	\$10,322.49	\$9,321.54	\$0.00	\$0.00

Make all checks payable to Joe Webster

# Exhibit B

Adjustment to Claim for Annual Calibration

Joseph Webster  
10832 Silver Cham Ln  
Union, KY 41091

RE: Claim adjustment for 2018 Annual Calibration

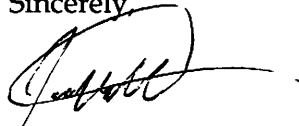
To whom it may concern,

The unpaid invoice number 175 in Exhibit A includes a \$7,500.00 charge for conducting the ISDH mandated annual calibration in September, 2019. The results of this calibration were not submitted to the ISDH. This charge was reversed when the calibration had to be repeated in November, 2019 with results submitted to the ISDH. Fayette Memorial Hospital paid \$7,500.00 in November for this new calibration and forms submittal.

Therefore:

Outstanding balance on invoice 176-V3	\$65,987.76
Annual calibration charge reversal	<u>- \$7,500.00</u>
Remaining Outstanding Balance	<b>\$58,487.76</b>

Sincerely



Joseph Webster

# Exhibit C

**Paid Invoices for Contracted Physics Services  
Performed After October 10, 2018**

# INVOICE

Joseph A Webster, MS, DABR

INVOICE 181

DATE: JANUARY 29, 2019

10832 Silver Charm Ln., Union, KY 41091  
Phone 859.802.2330  
joe.webster@twc.com

TO Fayette Regional Health System  
1941 Virginia Avenue  
Connersville, IN 47331

<b>DUE DATE</b>
Upon Receipt

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	The total below does not reflect a current outstanding balance of: \$58,487.76		
1	Past Due: Radiation Oncology Physics Services - December, 2018	\$6,248.67	\$6,248.67
1	Late Fee	\$93.73	\$93.73
1	Radiation Oncology Physics Services - January, 2019	\$ 6,248.67	\$ 6,248.67
		<b>SUBTOTAL</b>	<b>\$12,591.07</b>
		<b>SALES TAX</b>	<b>\$ 0.00</b>
		<b>TOTAL</b>	<b>\$12,591.07</b>

Make all checks payable to Joe Webster

# INVOICE

**Joseph A Webster, MS, DABR**

INVOICE 180

DATE: DECEMBER 31, 2018

10832 Silver Charm Ln., Union, KY 41091  
Phone 859.802.2330  
joe.webster@twc.com

TO Fayette Regional Health System  
1941 Virginia Avenue  
Connersville, IN 47331

<b>DUE DATE</b>
Upon Receipt

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	The total below does not reflect a current outstanding balance of: \$58,487.76  Radiation Oncology Physics Services - December, 2018	\$6,248.67	\$6,248.67
<b>SUBTOTAL</b>			\$6,248.67
<b>SALES TAX</b>			\$ 0.00
<b>TOTAL</b>			\$6,248.67

Make all checks payable to Joe Webster



# INVOICE

**Joseph A Webster, MS, DABR**

INVOICE 178

DATE: DECEMBER 1, 2018

10832 Silver Charm Ln., Union, KY 41091  
Phone 859.802.2330  
joe.webster@twc.com

TO Fayette Regional Health System  
1941 Virginia Avenue  
Connersville, IN 47331

<b>DUE DATE</b>
Upon Receipt

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	The total below does not reflect a current outstanding balance of: \$58,487.76		
1	Radiation Oncology Physics Services - November, 2018	\$6,248.67	\$6,248.67
1	Radiation Oncology Physics Services - Nov 29, 2018 Additional Day	\$1,442.00	\$1,442.00
		<b>SUBTOTAL</b>	\$7,690.67
		<b>SALES TAX</b>	\$ 0.00
		<b>TOTAL</b>	<b>\$7,690.67</b>

Make all checks payable to Joe Webster

# INVOICE

Joseph A Webster, MS, DABR

INVOICE 177

DATE: NOVEMBER 11, 2018

10832 Silver Charm Ln., Union, KY 41091  
Phone 859.802.2330  
joe.webster@twc.com

TO Fayette Regional Health System  
1941 Virginia Avenue  
Connersville, IN 47331

<b>DUE DATE</b>
Upon Receipt

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	ISDH Annual Machine/Facility Registration and Calibration	\$7,500.00	\$7,500.00
SUBTOTAL			\$7,500.00
SALES TAX			\$ 0.00
TOTAL			\$7,500.00

Make all checks payable to Joe Webster

# Exhibit D

Contracts for Physics Services

## **PHYSICIST SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of August, 2018, by and between FAYETTE REGIONAL HEALTH SYSTEM of Connersville, Indiana (hereinafter "Hospital") and JOSEPH WEBSTER, M.S. (hereinafter "Physicist").

### **WITNESSETH:**

**WHEREAS**, HOSPITAL is in need of certain services (hereinafter "Services") for its Radiation Oncology Department that can be provided only by a Physicist, and

**WHEREAS**, HOSPITAL desires to enter into this exclusive Agreement whereby Physicist will provide radiation therapy physics services ("RTP Services"); and

**WHEREAS**, Hospital desires to contract with Physicist to provide the RTP Services and oversee the continued development of Physicists' services at the Hospital; and

**WHEREAS**, Physicist is qualified by training and background to provide such Services,

**NOW, THEREFORE**, Hospital and Physicist, as parties to this agreement, wish to establish a relationship, as hereinafter described, and to define their respective rights and responsibilities, each to the other.

### **I. HOSPITAL RESPONSIBILITIES**

- 1.1 The Hospital shall maintain the premises occupied and provide and maintain all equipment necessary for the provision of services in such condition as is necessary for the effective performance of the RTP Services hereunder.
- 1.2 Hospital agrees to provide the necessary office equipment, computer and printer, phone, and desk to complete the necessary administrative and documentation requirements to complete the duties and responsibilities of the RTP Services.
- 1.3 Hospital shall be responsible for billing and collecting all fees and charges for services rendered by or at the direction of Physicist pursuant to this Agreement. Hospital shall rely on documentation provided by Physicist, which must comply with applicable laws. Except for invoices to Hospital described in Section 3.1 hereof, Physicist shall not directly bill or otherwise solicit payment for services provided by or at the direction of Physicist pursuant to this Agreement.

### **II. PHYSICIST RESPONSIBILITIES**

- 2.1 In consideration for the compensation to be paid to Physicist, Physicist shall provide RTP Services, such schedule to be agreed to by both Hospital and Physicist from time to time,

but initially determined to be at least *one* day per week, and shall include but not be limited to those services described on Exhibit "A" of this Agreement.

- 2.2 Physicist shall also be the exclusive provider for annual calibration and future acceptance and commissioning projects, which are not included in RTP Services, during the terms of this Agreement, subject to the parties being able to mutually agree upon the charge to Hospital for such services. Hospital shall not unreasonably withhold acceptance of proposed charges by Physicist if determined to be of fair market value.
- 2.3 Physicist shall have requisite training, license/certification, etc. that are required of persons who provide the services for which the Hospital is contracting. Physicist shall perform all services in compliance with all applicable laws and regulations, all applicable requirements of accrediting boards, and all applicable policies of Hospital. Services shall be performed in a manner that enables Hospital to comply with all applicable Medicare Conditions of Participation.
- 2.4 Physicist shall immediately notify Hospital in writing if: (a) Physicist's license, certification and/or registration to provide any of the services contemplated herein is suspended, revoked, lapsed or limited; (b) Physicist is suspended or excluded from any government healthcare program; (c) Physicist becomes aware of any professional liability or professional licensure, certification and/or registration action initiated against Physicist; (d) Physicist is convicted of, pleads guilty or no contest to, and/or enters a diversion program concerning any crime (other than minor infractions such as traffic tickets); (e) Physicist's performance of services under this Agreement constitutes a breach of any court order or agreement that Physicist has with any third party; or (f) Physicist becomes aware that Physicist is not in compliance with this Agreement.
- 2.5 In the course of Physicist providing services hereunder, Physicist will acquire valuable proprietary data and other confidential information with respect to Hospital's activities. Such proprietary data and other confidential information may include, but is not necessarily limited to, the following: Hospital's business and financial methods and practices, pricing and marketing techniques, file or database materials, computer programs, lists of Hospital's patients, patient record cards, patient files, and data on Hospital's suppliers as well as similar information relating to Hospital's current or future affiliates. Physicist, during the term of this Agreement and thereafter, will not, without the express written consent of Hospital, directly or indirectly communicate or divulge, or use for Physicist's own benefit or the benefit of any other person, firm, association or corporation, any of Hospital's or its affiliates' proprietary data or other confidential information that has not otherwise been disclosed to the public, including by way of illustration the information described in this paragraph, which was communicated to or otherwise learned by Physicist in the course of Physicist's relationship with Hospital. Physicist may, however, use or disclose such matters to the extent that disclosure is required (a) for Physicist to provide services pursuant to this Agreement or (b) by a court or governmental agency of competent jurisdiction; provided that Physicist must provide Hospital's President notice of all requests for information about Hospital sufficiently in advance of providing any such information so that Hospital has a reasonable opportunity to seek a protective order or other appropriate remedy.

### **III. COMPENSATION**

- 3.1 **Compensation.** In consideration for the RTP Services to be provided by Physicist hereunder, Hospital shall compensate Physicist with compensation in the amount of Eighty Two Thousand, Four Hundred Eighty Four Dollars (\$82,484) per year, which is based on Seven Thousand Five Hundred Dollars (\$7,500) for the performance of the Indiana State Required annual linear accelerator quality assurance tests, in addition to Seventy Four Thousand Nine Hundred Eighty Four Dollars (\$74,984) for fifty (50) days per year of coverage by a Physicist at a maximum rate of one (1) day per week. One day coverage is considered to include up to a maximum of eight (8) hours, not including travel time. Coverage in excess of one (1) day per week shall be compensated in the amount of One Thousand Four Hundred Forty Two Dollars (\$1,442) per day, provided that such amount shall be prorated based on actual hours worked if the reason for the additional compensation is that Physicist agreed, at Hospital's request, to cover more than eight (8) hours in a single 24-hour period. Hospital agrees that Physicist will submit an invoice to Hospital monthly for a minimum of Six Thousand Two Hundred Forty Eight dollars and Sixty Seven Cents (\$6,248.67), following the month in which RTP Services are rendered. Physicist shall submit an invoice for Seven Thousand Five Hundred Dollars (\$7,500) following the completion of the Annual linear accelerator quality assurance test. Hospital agrees to pay invoices within 30 days of receipt. Payments not received within 30 days will be assessed late fees of one and one half percent (1.5%) per thirty(30) day period the balance remains unpaid.
- 3.2 **Employee Benefits.** Physicist shall not be entitled to participate in the Hospital's benefit programs as an independent contractor and Physicist is responsible for all applicable income and employment taxes for Physicist.
- 3.3 **Liability Insurance.** As an independent contractor, Physicist shall maintain professional liability insurance to protect against any occurrence or incident arising out of, or in connection with, the performance of RTP Services (and any other services to which the parties hereto may agree, with possible services including annual calibration and future acceptance and commissioning projects as referenced in Section 2.2 hereof) by Physicist at the Hospital, in the minimum amount of \$1,000,000 per loss event, and an aggregate of \$3,000,000.00. In addition any covering or subcontracted Physicist will maintain at a minimum the same liability insurance as Physicist. Evidence of insurance coverage will be provided upon request.
- 3.4 **Taxes.** Physicist agrees to be solely responsible for reporting and payment of applicable federal, state and local taxes.

#### **IV. TERM AND TERMINATION:**

- 4.1 **Term.** This Agreement shall be for an initial term of One (1) years and shall commence on 1<sup>st</sup> day of August, 2018 and shall terminate on the 31<sup>st</sup> day of July, 2019. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each, for a maximum of three (3) years, terminating on the 31<sup>st</sup> day of July, 2021, unless either party provides written notice to terminate as hereinafter described.

4.2 Termination. This Agreement may be terminated as follows:

- 4.2.1 Termination by Agreement. In the event Hospital and Physicist shall mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
- 4.2.2 Early Termination. Either party may terminate this agreement with or without cause by providing one hundred and twenty(120) days' advance written notice to the other party of the intention to exercise early termination. Early termination can occur at any time.
- 4.2.3 Termination for Cause. Either party may terminate this Agreement for cause in the event the other party commits a material breach of any obligation under this Agreement and such breach continues for a period of fifteen (15) days after receipt of written notice of such breach. Provided, however, that in the event the breaching party has cured or is making a good faith effort to cure the breach and such effort continues, then this Agreement shall continue according to its terms and conditions.
- 4.2.4 Effect of Termination. Upon termination of this Agreement, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination.

V. **REGULATORY COMPLIANCE**

- 5.1 Regulatory Compliance. Physicist shall work with Hospital to ensure Hospital and Department are in compliance with state and federal regulatory requirements and accreditation standards including, but not limited to The Joint Commission and American College of Surgeons. It is agreed that both parties shall work to meet all local, state and federal licensing requirements to also include future accreditation requirements.
- 5.2 Corporate Compliance. Physicist agrees to fully cooperate with the Hospital's corporate compliance program and/or activities now in place or hereafter instituted by the hospital. Physicist agrees to take such steps and provide such information to the Hospital as may be reasonably necessary pursuant to the requirement of such program.
- 5.3 Omnibus Reconciliation Act Of 1980. If this Agreement is determined to be a contract within the purview of section 1861(v)(1)(i) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated in implementation thereof at 42 CFR Part 420, Physicist agrees to make available to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives, the books, documents and records, and such other information as may be required by the Comptroller General or Secretary of Health & Human Services to verify the nature and extent of the costs of services provided by Physicist. If Physicist carries out the duties of the contract through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the

secretary, Comptroller General and their representatives to the related organization's books and records.

If the Physicist refuses to make the books, documents and records available for said inspection and if the Hospital is denied reimbursement for said services as a result, Physicist agrees to indemnify Hospital for Hospital's loss or reduction in reimbursement. The obligation of Physicist to make records available shall extend for four (4) years after the furnishing of the latest services under this agreement or any renewal thereof.

- 5.4 Fraud And Abuse Stark Act. It is the intent and good faith belief of the parties hereto that this Agreement complies with the Medicare/Medicaid anti-fraud and abuse statute and regulations promulgated thereunder. It is also the intent and good faith belief that this Agreement complies with the provision of the Stark Act and does not in any manner violate said act.
- 5.5 Internal Revenue Code Considerations. The parties intend and in good faith believe that this Agreement does not in any way violate the Internal Revenue Code, specifically including the proscriptions against private inurement and private benefit.
- 5.6 HIPAA Compliance. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA").
- 5.7 Duty to Correct. Subsequent to the execution of this Agreement, should any provision of this Agreement be deemed by either party, based upon a written opinion of an attorney practicing and skilled in the health law area, to be contrary to applicable statutes, acts or regulations, then the parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the parties. Furthermore, the parties shall promptly attempt to amend this Agreement to conform with any new or revised statute, act or regulations to which the Hospital and/or the Physicist are subject now or in the future.
- 5.8 Inability to Correct. If within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with applicable statutes, acts or regulations, the parties acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement with thirty (30) days written notice.

## VI. GENERAL PROVISIONS

- 6.1 Notices. Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:



**HOSPITAL:**

Randall A. White  
Chief Executive Officer  
Fayette Regional Health System.  
1941 Virginia Ave  
Connersville, IN 47331-2833

**PHYSICIST:**

Joseph Webster, M.S.  
10832 Silver Charm Ln.  
Union, KY 41091

- 6.2 **Assignment.** Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein.
- 6.3 **Entire Agreement.** This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and does constitute the entire Agreement between the parties hereto and Hospital and Physicist shall neither be entitled to other benefits than those herein specifically enumerated.
- 6.4 **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be, a waiver of any subsequent breach hereof.
- 6.5 **Governing Law.** This Agreement shall be construed and governed by the laws of the State of Indiana and venue for any action brought to enforce any provision of this Agreement, or otherwise, shall be in an applicable state or federal district court in the state of Indiana.
- 6.6 **Severability.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 6.7 **Execution.** This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Hospital and Physicist by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
- 6.8 **Licensing.** During the entire period of this Agreement, both parties shall meet all local, state and federal licensing requirements.
- 6.9 **Records.** Hospital shall maintain appropriate up-to-date accounting records relating to Physicist's business in the Department in as much detail as is reasonably possible, given Hospital's accounting and data processing systems, and shall make these records available to Physicist for examination upon written request by Physicist to the Hospital Controller.
- 6.10 **Medical Records.** Physicist shall maintain for the Hospital adequate medical records (which shall be the property of Hospital) for persons treated in Department on a current basis and on forms supplied by the Hospital.

- 6.11 Interpretation. The parties hereto acknowledge and agree that (i) each party has reviewed the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
- 6.12 Confidentiality. Hospital agrees that it shall not, without prior written authorization from Physicist, divulge the identity of or any personal information pertaining to any of Physicists provided by Physicist contractors.
- 6.13 Independent Contractor. In performing the Services herein specified, Physicist will be acting as an independent contractor. Hospital and Physicist agree that neither Physicist nor any of his staff are employees of the Hospital. Nothing contained in this agreement shall be construed to create a partnership or a joint venture between Hospital and Physicist, nor to authorize either the Hospital or Physicist to act as a general or special agent of the other party in any respect, except as specifically set forth in this agreement.
- 6.14 Warranty of Authority. Hospital represents and warrants to Physicist that it has the full power and authority to enter into this agreement, and that upon execution of this agreement by HOSPITAL, this agreement shall become a binding obligation of Hospital, enforceable against Hospital in accordance with its terms and applicable law.
- 6.15 Physicist Indemnification. Physicist agrees to indemnify and hold harmless the Hospital, its officers, agents and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of Physicist or any of Physicist's employees and/or contractors.
- 6.16 Hospital Indemnification. Hospital agrees to indemnify and hold harmless the Physicist from any loss, cost, damage, expense, attorneys' fees, and liability by reason of personal injury or property damage of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of the Hospital, its employees or agents or arising out of the failure of equipment or the malfunction of equipment where such failure or malfunction is not caused by the negligence of the Physicist.

*[The remainder of this page is intentionally left blank.]*

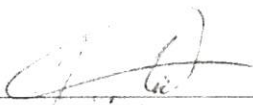
**IN WITNESS WHEREOF**, the duly authorized officers and representatives of the Hospital and the Physicist have executed this Agreement the dates as indicated below.

FAYETTE REGIONAL HEALTH SYSTEM.  
"HOSPITAL"

By:   
Randall A. White, Chief Executive Officer

Date: 08/10/2018

“PHYSICIST”

By:   
Joseph Webster, M.S.

Date: 7/19/2018

## EXHIBIT "A"

### PHYSICS SERVICES

- I. The Medical Physicist shall supervise and direct all technical aspects of the Patient's treatment to ensure that the external beam radiation therapy doses are delivered as prescribed.
- II. The Medical Physicist shall assist in the development and approve all policies and procedures related to the technical aspects of the radiation delivery.
- III. The Medical Physicist shall ensure that the External Beam Radiation Therapy Program is in compliance with Indiana State law in relation to therapeutic x-ray or electron systems.
- IV. The Indiana State Requirements for annual linear accelerator quality assurance tests are included. State required independent checks of output are, however, the responsibility of Hospital.
- V. The Medical Physicist shall assist administration in arranging necessary repair services on equipment found to be out of tolerance. (Coordinate efforts and schedules between administration, physics, and appropriate repair service.)
- VI. Medical Physicist shall participate in quality improvement activities jointly with the hospital.

## **PHYSICIST SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of August, 2015, by and between FAYETTE REGIONAL HEALTH SYSTEM of Connersville, Indiana (hereinafter "Hospital") and JOSEPH WEBSTER, M.S. (hereinafter "Physicist").

### **WITNESSETH:**

**WHEREAS**, HOSPITAL is in need of certain services (hereinafter "Services") for its Radiation Oncology Department that can be provided only by a Physicist, and

**WHEREAS**, HOSPITAL desires to enter into this exclusive Agreement whereby Physicist will provide radiation therapy physics services ("RTP Services"); and

**WHEREAS**, Hospital desires to contract with Physicist to provide the RTP Services and oversee the continued development of Physicists' services at the Hospital; and

**WHEREAS**, Physicist is qualified by training and background to provide such Services,

**NOW, THEREFORE**, Hospital and Physicist, as parties to this agreement, wish to establish a relationship, as hereinafter described, and to define their respective rights and responsibilities, each to the other.

### **I. HOSPITAL RESPONSIBILITIES**

- 1.1 The Hospital shall maintain the premises occupied and provide and maintain all equipment necessary for the provision of services in such condition as is necessary for the effective performance of the RTP Services hereunder.
- 1.2 Hospital agrees to provide the necessary office equipment, computer and printer, phone, and desk to complete the necessary administrative and documentation requirements to complete the duties and responsibilities of the RTP Services.
- 1.3 Hospital shall be responsible for billing and collecting all fees and charges for services rendered by or at the direction of Physicist pursuant to this Agreement. Hospital shall rely on documentation provided by Physicist, which must comply with applicable laws. Except for invoices to Hospital described in Section 3.1 hereof, Physicist shall not directly bill or otherwise solicit payment for services provided by or at the direction of Physicist pursuant to this Agreement.

### **II. PHYSICIST RESPONSIBILITIES**

- 2.1 In consideration for the compensation to be paid to Physicist, Physicist shall provide RTP Services, such schedule to be agreed to by both Hospital and Physicist from time to time,

but initially determined to be at least *one* day per week, and shall include but not be limited to those services described on Exhibit "A" of this Agreement.

- 2.2 Physicist shall also be the exclusive provider for annual calibration and future acceptance and commissioning projects, which are not included in RTP Services, during the terms of this Agreement, subject to the parties being able to mutually agree upon the charge to Hospital for such services. Hospital shall not unreasonably withhold acceptance of proposed charges by Physicist if determined to be of fair market value.
- 2.3 Physicist shall have requisite training, license/certification, etc. that are required of persons who provide the services for which the Hospital is contracting. Physicist shall perform all services in compliance with all applicable laws and regulations, all applicable requirements of accrediting boards, and all applicable policies of Hospital. Services shall be performed in a manner that enables Hospital to comply with all applicable Medicare Conditions of Participation.
- 2.4 Physicist shall immediately notify Hospital in writing if: (a) Physicist's license, certification and/or registration to provide any of the services contemplated herein is suspended, revoked, lapsed or limited; (b) Physicist is suspended or excluded from any government healthcare program; (c) Physicist becomes aware of any professional liability or professional licensure, certification and/or registration action initiated against Physicist; (d) Physicist is convicted of, pleads guilty or no contest to, and/or enters a diversion program concerning any crime (other than minor infractions such as traffic tickets); (e) Physicist's performance of services under this Agreement constitutes a breach of any court order or agreement that Physicist has with any third party; or (f) Physicist becomes aware that Physicist is not in compliance with this Agreement.
- 2.5 In the course of Physicist providing services hereunder, Physicist will acquire valuable proprietary data and other confidential information with respect to Hospital's activities. Such proprietary data and other confidential information may include, but is not necessarily limited to, the following: Hospital's business and financial methods and practices, pricing and marketing techniques, file or database materials, computer programs, lists of Hospital's patients, patient record cards, patient files, and data on Hospital's suppliers as well as similar information relating to Hospital's current or future affiliates. Physicist, during the term of this Agreement and thereafter, will not, without the express written consent of Hospital, directly or indirectly communicate or divulge, or use for Physicist's own benefit or the benefit of any other person, firm, association or corporation, any of Hospital's or its affiliates' proprietary data or other confidential information that has not otherwise been disclosed to the public, including by way of illustration the information described in this paragraph, which was communicated to or otherwise learned by Physicist in the course of Physicist's relationship with Hospital. Physicist may, however, use or disclose such matters to the extent that disclosure is required (a) for Physicist to provide services pursuant to this Agreement or (b) by a court or governmental agency of competent jurisdiction; provided that Physicist must provide Hospital's President notice of all requests for information about Hospital sufficiently in advance of providing any such information so that Hospital has a reasonable opportunity to seek a protective order or other appropriate remedy.

### III. COMPENSATION

- 3.1 Compensation. In consideration for the RTP Services to be provided by Physicist hereunder, Hospital shall compensate Physicist with compensation in the amount of Eighty Two Thousand, Four Hundred Eighty Four Dollars (\$82,484) per year, which is based on Seven Thousand Five Hundred Dollars (\$7,500) for the performance of the Indiana State Required annual linear accelerator quality assurance tests, in addition to Seventy Four Thousand Nine Hundred Eighty Four Dollars (\$74,984) for fifty (50) days per year of coverage by a Physicist at a maximum rate of one (1) day per week. One day coverage is considered to include up to a maximum of eight (8) hours, not including travel time. Coverage in excess of one (1) day per week shall be compensated in the amount of One Thousand Four Hundred Forty Two Dollars (\$1,442) per day, provided that such amount shall be prorated based on actual hours worked if the reason for the additional compensation is that Physicist agreed, at Hospital's request, to cover more than eight (8) hours in a single 24-hour period. Hospital agrees that Physicist will submit an invoice to Hospital monthly for a minimum of Six Thousand Two Hundred Forty Eight dollars and Sixty Seven Cents (\$6,248.67), following the month in which RTP Services are rendered. Physicist shall submit an invoice for Seven Thousand Five Hundred Dollars (\$7,500) following the completion of the Annual linear accelerator quality assurance test. Hospital agrees to pay invoices within 30 days of receipt. Payments not received within 30 days will be assessed late fees of one and one half percent (1.5%) per thirty (30) day period the balance remains unpaid beyond the original due date.
- 3.2 Employee Benefits. Physicist shall not be entitled to participate in the Hospital's benefit programs as an independent contractor and Physicist is responsible for all applicable income and employment taxes for Physicist.
- 3.3 Liability Insurance. As an independent contractor, Physicist shall maintain professional liability insurance to protect against any occurrence or incident arising out of, or in connection with, the performance of RTP Services (and any other services to which the parties hereto may agree, with possible services including annual calibration and future acceptance and commissioning projects as referenced in Section 2.2 hereof) by Physicist at the Hospital, in the minimum amount of \$1,000,000 per loss event, and an aggregate of \$3,000,000.00. In addition any covering or subcontracted Physicist will maintain at a minimum the same liability insurance as Physicist. Evidence of insurance coverage will be provided upon request.
- 3.4 Taxes. Physicist agrees to be solely responsible for reporting and payment of applicable federal, state and local taxes.

### IV. TERM AND TERMINATION:

- 4.1 Term. This Agreement shall be for an initial term of One (1) years and shall commence on 1<sup>st</sup> day of August, 2015 and shall terminate on the 31<sup>st</sup> day of

July, 2016. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each, for a maximum of three (3) years, terminating on the 31<sup>st</sup> day of July, 2018, unless either party provides written notice to terminate as hereinafter described.

4.2 Termination. This Agreement may be terminated as follows:

- 4.2.1 Termination by Agreement. In the event Hospital and Physicist shall mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
- 4.2.2 Early Termination. Either party may terminate this agreement with or without cause by providing one hundred and twenty (120) days' advance written notice to the other party of the intention to exercise early termination. Early termination can occur at any time.
- 4.2.3 Termination for Cause. Either party may terminate this Agreement for cause in the event the other party commits a material breach of any obligation under this Agreement and such breach continues for a period of fifteen (15) days after receipt of written notice of such breach. Provided, however, that in the event the breaching party has cured or is making a good faith effort to cure the breach and such effort continues, then this Agreement shall continue according to its terms and conditions.
- 4.2.4 Effect of Termination. Upon termination of this Agreement, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination.

V. **REGULATORY COMPLIANCE**

- 5.1 Regulatory Compliance. Physicist shall work with Hospital to ensure Hospital and Department are in compliance with state and federal regulatory requirements and accreditation standards including, but not limited to The Joint Commission and American College of Surgeons. It is agreed that both parties shall work to meet all local, state and federal licensing requirements to also include future accreditation requirements.
- 5.2 Corporate Compliance. Physicist agrees to fully cooperate with the Hospital's corporate compliance program and/or activities now in place or hereafter instituted by the hospital. Physicist agrees to take such steps and provide such information to the Hospital as may be reasonably necessary pursuant to the requirement of such program.
- 5.3 Omnibus Reconciliation Act Of 1980. If this Agreement is determined to be a contract within the purview of section 1861(v)(1)(i) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated in implementation thereof at 42 CFR Part 420, Physicist agrees to make available to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives, the books, documents and records, and such other information as may be required by the Comptroller



General or Secretary of Health & Human Services to verify the nature and extent of the costs of services provided by Physicist. If Physicist carries out the duties of the contract through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the secretary, Comptroller General and their representatives to the related organization's books and records.

If the Physicist refuses to make the books, documents and records available for said inspection and if the Hospital is denied reimbursement for said services as a result, Physicist agrees to indemnify Hospital for Hospital's loss or reduction in reimbursement. The obligation of Physicist to make records available shall extend for four (4) years after the furnishing of the latest services under this agreement or any renewal thereof.

- 5.4 Fraud And Abuse Stark Act. It is the intent and good faith belief of the parties hereto that this Agreement complies with the Medicare/Medicaid anti-fraud and abuse statute and regulations promulgated thereunder. It is also the intent and good faith belief that this Agreement complies with the provision of the Stark Act and does not in any manner violate said act.
- 5.5 Internal Revenue Code Considerations. The parties intend and in good faith believe that this Agreement does not in any way violate the Internal Revenue Code, specifically including the proscriptions against private inurement and private benefit.
- 5.6 HIPAA Compliance. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA").
- 5.7 Duty to Correct. Subsequent to the execution of this Agreement, should any provision of this Agreement be deemed by either party, based upon a written opinion of an attorney practicing and skilled in the health law area, to be contrary to applicable statutes, acts or regulations, then the parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the parties. Furthermore, the parties shall promptly attempt to amend this Agreement to conform with any new or revised statute, act or regulations to which the Hospital and/or the Physicist are subject now or in the future.
- 5.8 Inability to Correct. If within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with applicable statutes, acts or regulations, the parties acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement with thirty (30) days written notice.

## VI. GENERAL PROVISIONS

- 6.1 Notices. Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

HOSPITAL:

Randall A. White  
Chief Executive Officer  
Fayette Regional Health System.  
1941 Virginia Ave  
Connersville, IN 47331-2833

PHYSICIST:

Joseph Webster, M.S.  
10832 Silver Charm Ln.  
Union, KY 41091

- 6.2 Assignment. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein.
- 6.3 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and does constitute the entire Agreement between the parties hereto and Hospital and Physicist shall neither be entitled to other benefits than those herein specifically enumerated.
- 6.4 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be, a waiver of any subsequent breach hereof.
- 6.5 Governing Law. This Agreement shall be construed and governed by the laws of the State of Indiana and venue for any action brought to enforce any provision of this Agreement, or otherwise, shall be in an applicable state or federal district court in the state of Indiana.
- 6.6 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 6.7 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Hospital and Physicist by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
- 6.8 Licensing. During the entire period of this Agreement, both parties shall meet all local, state and federal licensing requirements.
- 6.9 Records. Hospital shall maintain appropriate up-to-date accounting records relating to Physicist's business in the Department in as much detail as is reasonably possible, given Hospital's accounting and data processing systems, and shall make these

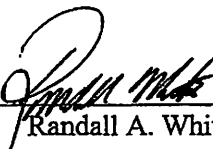
records available to Physicist for examination upon written request by Physicist to the Hospital Controller.

- 6.10 Medical Records. Physicist shall maintain for the Hospital adequate medical records (which shall be the property of Hospital) for persons treated in Department on a current basis and on forms supplied by the Hospital.
- 6.11 Interpretation. The parties hereto acknowledge and agree that (i) each party has reviewed the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
- 6.12 Confidentiality. Hospital agrees that it shall not, without prior written authorization from Physicist, divulge the identity of or any personal information pertaining to any of Physicists provided by Physicist contractors.
- 6.13 Independent Contractor. In performing the Services herein specified, Physicist will be acting as an independent contractor. Hospital and Physicist agree that neither Physicist nor any of his staff are employees of the Hospital. Nothing contained in this agreement shall be construed to create a partnership or a joint venture between Hospital and Physicist, nor to authorize either the Hospital or Physicist to act as a general or special agent of the other party in any respect, except as specifically set forth in this agreement.
- 6.14 Warranty of Authority. Hospital represents and warrants to Physicist that it has the full power and authority to enter into this agreement, and that upon execution of this agreement by HOSPITAL, this agreement shall become a binding obligation of Hospital, enforceable against Hospital in accordance with its terms and applicable law.
- 6.15 Physicist Indemnification. Physicist agrees to indemnify and hold harmless the Hospital, its officers, agents and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of Physicist or any of Physicist's employees and/or contractors.
- 6.16 Hospital Indemnification. Hospital agrees to indemnify and hold harmless the Physicist from any loss, cost, damage, expense, attorneys' fees, and liability by reason of personal injury or property damage of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of the Hospital, its employees or agents or arising out of the failure of equipment or the malfunction of equipment where such failure or malfunction is not caused by the negligence of the Physicist.

*[The remainder of this page is intentionally let blank.]*

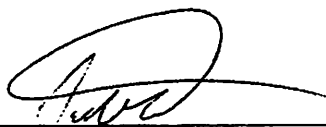
IN WITNESS WHEREOF, the duly authorized officers and representatives of the Hospital and the Physicist have executed this Agreement the dates as indicated below.

FAYETTE REGIONAL HEALTH SYSTEM.  
"HOSPITAL"

By:  \_\_\_\_\_  
Randall A. White, Chief Executive Officer

Date: 10.9.15

"PHYSICIST"

By:  \_\_\_\_\_  
Joseph Webster, M.S.

Date: 10/9/2015

EXHIBIT "A"

PHYSICS SERVICES

- I. The Medical Physicist shall supervise and direct all technical aspects of the Patient's treatment to ensure that the external beam radiation therapy doses are delivered as prescribed.
- II. The Medical Physicist shall assist in the development and approve all policies and procedures related to the technical aspects of the radiation delivery.
- III. The Medical Physicist shall ensure that the External Beam Radiation Therapy Program is in compliance with Indiana State law in relation to therapeutic x-ray or electron systems.
- IV. The Indiana State Requirements for annual linear accelerator quality assurance tests are included. State required independent checks of output are, however, the responsibility of Hospital.
- V. The Medical Physicist shall assist administration in arranging necessary repair services on equipment found to be out of tolerance. (Coordinate efforts and schedules between administration, physics, and appropriate repair service.)
- VI. Medical Physicist shall participate in quality improvement activities jointly with the hospital.

**PROOF OF CLAIM FILING INFORMATION FOR  
FAYETTE MEMORIAL HOSPITAL ASSOCIATION, INC.**

**CASE NO. 18-07762-JJG**

**US BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF INDIANA**

Debtor Name	Case Number
Fayette Memorial Hospital Association	18-07762-JJG

**General Bar Date:** TBD

**General Administrative Bar Date:** TBD

**Governmental Bar Date:** TBD

**NOTE: The Bar Date motion has not been filed. Please print and mail completed Proofs of Claim to:**

**If by regular mail:**

**BMC Group, Inc.  
Attn: FMHA Claims Processing  
PO Box 90100  
Los Angeles, CA 90009**

**If by messenger or overnight delivery**

**BMC Group, Inc.  
Attn: FMHA Claims Processing  
3732 West 120<sup>th</sup> Street  
Hawthorne, CA 90250**