

ADMINISTRATIVE EXPENSE CLAIM FORM

Debtor: Fayette Memorial Hospital Association, Inc., Case No. 18-07762-JJG-11

NOTE: This form should only be used to make a claim for an Administrative Expense arising or accruing from October 10, 2018 through and including April 30, 2019. IT SHOULD NOT BE USED FOR CLAIMS ARISING PRIOR TO OCTOBER 10, 2018.

Name of Creditor (The person or other entity to whom the debtor owes money or property): John Pelliccia, M.D., P.C.	<input type="checkbox"/>	Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Name and address where notices should be sent: James E. Rossow Jr. and Curt D. Hochbein Rubin & Levin, P.C. 135 N. Pennsylvania Street, Suite 1400, Indianapolis, IN 46204	<input checked="" type="checkbox"/>	Check box if you have never received any notices from the bankruptcy court in this case.
Name and address where payment should be sent (if different): John Pelliccia, M.D. P. O. Box 73 Seymour, IN 47274	<input type="checkbox"/>	Check box if the address differs from the address on the envelope sent to you by the court.
Telephone number: 812-498-3296	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED JUN 12 2019 </div>	

Last four digits of account or other number by which creditor identifies debtor: **N/A**

1. Basis for Administrative Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other Employment Agreement Attached as Exhibit A	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input checked="" type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS #: 4248 Unpaid compensation for services performed from <u>5/20/19</u> to <u>8/23/19</u> (date) (date) *See attached exhibits
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2. Date(s) debt was incurred: 12/3/18 *see Exhibit A	3. If court judgment, date obtained: N/A
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4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ 96,923.12

If all or part of your claim is secured, also complete Item 5 below.


Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Please identify the property of the Debtor that secures the claim. Description of Property: <u>N/A</u> Basis for Perfection: _____ Value of Property: _____	6. Offsets, Credits and Setoffs: <input checked="" type="checkbox"/> All Payments made on this claim by the Debtor have been credited and deducted from the amount claimed herein <input checked="" type="checkbox"/> This claim is not subject to any setoff or counterclaim. <input type="checkbox"/> This claim is subject to setoff or counterclaim as follows:
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7. This Administrative Proof of Claim: <input checked="" type="checkbox"/> is the first filed proof of claim evidencing the claim asserted herein. <input type="checkbox"/> amends/supplements a proof of claim _____ filed on _____ or _____ <input type="checkbox"/> replaces/suspends a proof of claim filed on _____.	8. Assignment <input type="checkbox"/> If the claimant has obtained this claim by Assignment, a copy is attached hereto. <p align="center">N/A</p>
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9. Supporting Documentation:

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.

Date: 6/12/19	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):  John Pelliccia, M.D.
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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.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:)
) Case No. 18-07762-JJG-11
FAYETTE MEMORIAL HOSPITAL)
ASSOCIATION, INC. d/b/a FAYETTE)
REGIONAL HEALTH SYSTEMS,)
Debtor.)

**NOTICE OF DEADLINE FOR FILING ADMINISTRATIVE CLAIMS ARISING
DURING THE PERIOD BETWEEN OCTOBER 10, 2018 AND APRIL 30, 2019**

PLEASE TAKE NOTICE. The United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division, has entered an Order Establishing Claims Bar Date (the “**Bar Date Order**”) setting **June 12, 2019** (the “**Claims Bar Date**”) as the deadline for all persons and entities, including individuals, partnerships, corporations, estates, trusts and governmental units (except those persons and entities described below), who have or may have any claim against Fayette Memorial Hospital Association, Inc., d/b/a Fayette Regional Health Systems (the “**Debtor**”) that arose **during the period between October 10, 2018 and April 30, 2019** to file a request for allowance and/or payment of such claim pursuant to 11 U.S.C. § 503 (an “**Administrative Expense Claim**”).

Pursuant to 11 U.S.C. § 503, “after notice and a hearing, there shall be allowed, administrative expenses, other than claims allowed under section 502(f) of [title 11], including – the actual, necessary costs and expenses of preserving the estate. . .”

Any person or entity asserting an Administrative Expense Claim against the Debtor’s bankruptcy estate shall file such claim on or before the Claims Bar Date. Each proof of claim must substantially conform to the Administrative Proof of Claim Form attached to this Notice. Proofs of Claim may be filed by sending them to Debtor’s Claims Agent, BMC Group, Inc., either: (1) by regular mail to BMC Group, Inc., Attn: FMHA Claims Processing, PO Box 90100, Los Angeles, CA 90009 or (2) by messenger or overnight delivery to BMC Group, Inc., Attn: FMHA Claims Processing, 3732 West 120th Street, Hawthorne, CA 90250, **so as to be RECEIVED on or before June 12, 2019**. Facsimile, email or other electronic submission will not be accepted. Proofs of claim shall be deemed filed when actually received by BMC Group, Inc. Timely filed proofs of claim that are entitled to prima facie validity will be deemed allowed unless and until objected to by the Debtor or other party in interest. Should an objection be filed, you will receive notice and an opportunity to respond.

If you have previously filed an Administrative Expense Claim with the Bankruptcy Court seeking allowance and/or payment of a claim against the Debtor for the period between October 10, 2018 and April 30, 2019, or if the Bankruptcy Court has entered an order allowing or otherwise resolving your claim against the Debtor, you do NOT need to file anything further unless you have an additional or different claim.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:)
)
FAYETTE MEMORIAL HOSPITAL,) CASE NO. 18-07762-JJG-11
ASSOCIATION, INC. d/b/a FAYETTE)
REGIONAL HEALTH SYSTEMS)
)
Debtor.)

**ADDENDUM TO ADMINISTRATIVE EXPENSE
CLAIM FILED BY JOHN PELLICCIA, M.D., P.C.**

On October 10, 2018 (“Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (“Bankruptcy Code”). On or about November 27, 2018, the Debtor and John Pelliccia, M.D., P.C. (“Claimant”) entered into an Anesthesia Professional Services Agreement (“Professional Services Agreement”), and First Addendum to Anesthesiology Professional Services Agreement (“Addendum” and collectively with the Professional Services Agreement, the “Agreements”) whereby the Debtor engaged Claimant to provide anesthesiology services and to serve as the Medical Director of Anesthesiology Services for a term of three years beginning on December 3, 2018 with an annual salary of \$360,000.00 to be paid bi-weekly. True and correct copies of the Agreements are attached hereto as Exhibit A. The Agreements were entered into in the Debtor’s ordinary course of business.

Pursuant to paragraph 6.1 of Article VI of the Professional Services Agreement and paragraph 5 of the Addendum, either party to the Agreements may terminate the Agreements upon 120 days’ notice prior to the effective date of the termination. The Agreements further provide Debtor must pay Claimant’s salary during the notice period even if Debtor prohibits

Claimant from providing services during the notice period.

On April 24, 2019, Claimant provided Debtor with the required 120-day notice of the termination of the Agreements. Accordingly, the Agreements will terminate on Thursday August, 23, 2019. A true and correct copy of the notice of termination is attached as Exhibit B. Following the notice of termination, Claimant continued to provide professional services to the Debtor through May 24, 2019, pursuant to the terms of the Agreements. However, on or about May 22, 2019 the Debtor informed Claimant that he would be prohibited from providing further services after May 24, 2019. Pursuant to the Agreements, Debtor remains obligated to pay Claimant's contractual salary through the end of the notice period.

Claimant has not received compensation for professional services performed during the pay period ending June 2, 2019 in the total sum of \$6,923.12. Additionally, pursuant to the Agreements, Claimant is entitled to compensation from May 27, 2019 through August 23, 2019 in the total sum of \$90,000.04, for a total administrative expense of \$96,923.16.

**FAYETTE REGIONAL HEALTH SYSTEM
ANESTHESIOLOGY PROFESSIONAL SERVICES AGREEMENT**

This Anesthesia Professional Services Agreement ("Agreement") is entered into by and between FAYETTE MEMORIAL HOSPITAL ASSOCIATION, INC. d/b/a FAYETTE REGIONAL HEALTH SYSTEM ("Hospital") and John Pelliccia, M.D., P.C. (the "Contractor"). Hospital and Contractor may be referred to in this Agreement individually as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, Hospital is a nonprofit corporation offering hospital and physician services to the residents of the greater Fayette County, Indiana area, and Hospital desires to arrange for Anesthesia services;

WHEREAS, John Pelliccia, MD ("Dr. Pelliccia") is the owner of John Pelliccia, M.D., P.C., specializes in the field of anesthesiology ("Specialty"), and primarily works as an anesthesiologist;

WHEREAS, Hospital has a need for anesthesia services and desires to have the Contractor provide such services to its patients through Dr. Pelliccia ("Physician") to facilitate the consistency, availability, scheduling and quality of anesthesia services;

WHEREAS, This Anesthesiology Professional Services Agreement is contingent upon John Pelliccia, M.D., P.C. fulfilling the terms established in the letter of agreement (LOA) in its entirety for the buy-out and waiver of § 83.1 of Professional Services Agreement with Resource Anesthesiology Associates of Indiana.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

Unless otherwise clearly required by the context of this Agreement, the terms set forth below shall have the following meanings:

1.1 **Disability**. "Disability" means the inability of Physician as a result of physical or mental illness or injury to perform a material portion of the services required to be performed by Physician pursuant to the terms of this Agreement.

1.2 **Medical Staff**. "Medical Staff" means the Medical Staff of Hospital.

1.3 **Professional Services**. "Professional Services" means professional and administrative services within the scope of Physician's license and consistent with the specialty of Anesthesiology, including but not limited to patient evaluation, admission, medical diagnosis, treatment, discharge, and timely completion of medical records.

1.4 **Patients**. "Patients" means any persons provided care, facilities or services, directly or indirectly, by or through the Practice Site.

1.5 **Policies of Hospital or Policies**. "Policies of Hospital" and "Policies" means the Bylaws and Rules of Hospital; the Bylaws and Rules of the Hospital's Medical Staff as approved by the Hospital's Board; the Hospital's Credentials Policy; and all other established policies, practices and

procedures of Hospital that apply to non-employed physicians as the Policies may be amended from time-to-time in Hospital's sole discretion.

1.6 Practice Site. "Practice Site" means the Hospital, which currently is located 1941 Virginia Avenue, Connersville, Indiana.

1.7 President. "President" means the person holding the position currently titled President and Chief Executive Officer of Hospital or such other title as may hereinafter be adopted to describe the executive of Hospital exercising overall authority with respect to the operation and management of Hospital.

1.8 Program. "Program" means the Hospital's Radiation Oncology program.

ARTICLE II OBLIGATIONS OF PHYSICIAN

2.1 Professional Services. Hospital hereby engages Physician to provide Professional Services, as further described below, to cover the Program at times mutually agreed to in advance by Hospital and Physician:

a. Physician shall render professional and competent Professional Services in a manner designed to best meet the needs of the Patients.

b. Physician shall be available at reasonable times for consultation with, and shall maintain good public relations with, Patients, Patients' family members, Patients' primary care physicians, consulting physicians, ancillary providers, and other physicians.

c. Physician shall supervise and provide medical direction to nursing and other non-physician personnel providing services to Patients in the Program and will promptly notify Hospital of any failure of such personnel to properly perform their duties.

d. Physician shall comply with the requirements of Hospital's quality review, utilization programs, and patient safety programs.

e. Physician shall strive to improve the quality of, and maintain a reasonable cost for, medical care furnished to Patients.

f. Physician shall, at all times, comply with all laws and Policies concerning confidential protected health information concerning Patients, including but not limited to HIPAA and the HITECH Act. Physician shall, as requested by Hospital, sign and comply with HIPAA Business Associate Agreements.

g. Physician shall comply with the non-discrimination requirements of 42 C.F.R. § 489.10(b), as that regulation may be amended from time-to-time

2.2 Coverage; Schedule. Physician shall cover the Program by providing Professional Services at least 44 weeks per year and be available 40 hours per week. Physician is expected to be available to provide anesthesia services during normal business hours on days that Physician is scheduled to be at the Practice Site. Notice of time off must be given at least 90 days in advance to allow for locum tenens coverage. Adjustments to the physician's schedule, and any changes thereto, must be approved in advance by Hospital administration.

2.3 Qualifications. Throughout the term of this Agreement, Physician shall: (a) hold a valid and unlimited license to practice medicine in the State of Indiana; (b) maintain an unrestricted

State (Indiana) and Federal registration to dispense drugs and write prescriptions; (c) be a member in good standing of Hospital's Medical Staff with appropriate privileges granted thereby; (d) be a participating physician in, and accept assignment from, the Medicare and Medicaid program; and (e) be of sound moral character. This Agreement is not and shall not be construed as any form of guarantee or assurance by Hospital that Physician will receive or retain necessary Medical Staff membership or privileges for purposes of discharging his responsibilities hereunder. Application, appointment, reappointment and granting of privileges shall be governed solely by the Policies of Hospital then in effect.

2.4 Applicable Standards. Physician shall perform Professional Services in compliance with all applicable laws; all applicable requirements of accrediting boards; all standards and regulations of all applicable federal, state and local government agencies; and all Policies and programs of the Hospital. Physician shall at all times demonstrate a willingness and capacity to work with and relate to other physicians; members of other health care disciplines; Hospital administration, management, and employees; Patients; visitors; and the community in general in a cooperative, non-disruptive and professional manner.

2.5 Required Disclosures. Physician shall immediately notify Hospital in writing if: (a) Physician's Indiana license to practice medicine is suspended, revoked, lapsed or limited; (b) Physician's license in any State other than Indiana to practice medicine is suspended, revoked, lapsed or limited; (c) Physician fails to maintain an unrestricted State (including Indiana and any other State in which Physician is licensed) and Federal registration to dispense drugs and write prescriptions; (d) Physician is excluded from the Medicare or Medicaid programs; (e) Physician receives any notice or becomes aware of any medical malpractice action initiated against Physician or any licensing or registration inquiry undertaken with regard to Physician; (f) Physician 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); and/or (g) Physician knows or should know that this Agreement or Physician's performance of services under this Agreement constitutes a breach of any court order or agreement that Physician has with any third party.

2.6 Utilization of Hospital Resources: With respect to Professional Services that Physician provides pursuant to this Agreement, Physician shall utilize Hospital's inpatient, outpatient, and ancillary services, technologies, and facilities for Patients and shall refer Patients to Hospital's Medical Staff members unless: (a) the Patient expresses a contrary preference; (b) such utilization and/or referral would be out-of-network with the Patient's insurer and/or the Patient's insurer dictates otherwise; or (c) in Physician's judgment such utilization or referral is not in the Patient's best medical interest.

2.7 Managed Care Programs. Physician shall participate in managed care and third-party payor programs designated by Hospital and shall abide by all applicable requirements and guidelines of the payment and health delivery plans in which Physician and Hospital participate.

2.8 Practice of Medicine. The Parties acknowledge that the professional medical services to be performed by Physician hereunder constitute the practice of medicine. Said services shall be the sole responsibility of Physician, based upon Physician's independent professional judgment. Hospital shall neither have nor exercise any control or direction over the methods used by Physician in the performance of said services.

2.9 Medical Records. Physician shall promptly prepare, or cause to be prepared, records of all examinations, procedures and other services performed in accordance with Policies of Hospital pertaining to medical records (as those Policies may change from time to time) and, in addition thereto, shall reflect the services provided, the instructions given to the Patient and such other information as the Hospital shall from time to time require of its physicians generally. The records shall be completed promptly in an appropriate format and either saved in the Hospital's electronic

health record system or provided to the Hospital's medical records administrator and attending or treating physician, as applicable. Notwithstanding any provision of this Agreement to the contrary, including but not limited to Section 3.3 of this Agreement ("Compensation"), Physician's failure to comply with the requirements of this Section 2.9 in any manner shall result in the Hospital not being required to provide Physician with any additional compensation until Physician comes into compliance.

2.10 Time and other Records. Physician shall prepare and maintain time records and other reports in accordance with third party payor, governmental, or accrediting entity requirements and the Policies of Hospital. Physician shall cooperate with Hospital and its employees as requested in the completion of any necessary forms for third party reimbursement, including, but not limited to, Medicare/Medicaid reimbursement. Physician shall maintain appropriate time records, as requested by Hospital, for the purpose of supporting and verifying his time and/or compensation.

2.11 Authority. Physician shall not sign any check, promissory note, negotiable instrument, contract or other legal document on behalf of Hospital.

ARTICLE III OBLIGATIONS OF HOSPITAL

3.1 Equipment, Facilities, Supplies, Utilities, and Services. Hospital shall provide such equipment, facilities, supplies, utilities, and services as may be necessary for the efficient and effective operation of the Program; provided that Hospital shall retain authority, control, and ownership over all such equipment, facilities, supplies, utilities, and services. Termination of this Agreement automatically terminates any right of Physician to use Hospital's equipment, facilities, supplies, utilities, and/or services.

3.2 Management of Support Staff. Hospital shall provide such personnel as Hospital deems necessary for the efficient and effective operation of the Program. Hospital shall recruit, hire and manage all such personnel, but Physician shall provide medical direction as outlined herein.

3.3 Compensation. Subject to the provisions of Section 2.9 of this Agreement ("Medical Records"), Hospital shall pay Physician an annual salary of Three Hundred and Ten Thousand Dollars (\$310,000.00) providing anesthesia services paid biweekly. The Physician shall be paid One Hundred-Eighty Dollars (\$180.00) per hour for after hour cases. The Physician will keep a time card for all after hour cases and report hours to the Medical Staff Office to receive payment. The Parties acknowledge that the compensation was not determined in a manner that takes into account, directly or indirectly, the volume or value of any referrals or business otherwise generated between the Parties; is to the best knowledge of each Party consistent with fair market value for the Professional Services to be rendered; and would be commercially reasonable even if no referrals were made to Hospital.

3.4 Fringe Benefits. As an independent contractor, Physician shall not receive any fringe benefits offered to Hospital employees, nor shall Physician be eligible to participate in any of Hospital's employee benefit plans.

ARTICLE IV STATUS OF THE PARTIES

4.1 Independent Contractor. Physician is an independent contractor, not an employee, of Hospital.

4.2 Taxes; Indemnification. Physician is solely responsible for the payment of all required taxes on compensation for services that Physician provides pursuant to this Agreement. Physician shall indemnify and hold harmless Hospital and its agents for and from any and all taxes, costs, and other liability relating in any manner to Physician's failure to pay taxes associated in any manner with services Physician provides pursuant to this Agreement.

ARTICLE V ASSIGNMENT, BILLING AND COLLECTION

5.1 Assignment to Hospital. All income generated by the performance of services by Physician pursuant to this Agreement is assigned to Hospital. Physician shall execute any and all additional documents necessary to permit Hospital to directly bill and collect for services rendered to Patients by Physician during the term of this Agreement.

5.2 Billing and Collection. Hospital shall be responsible for billing and collecting all fees and charges for services rendered by or at the direction of Physician pursuant to this Agreement, including but not limited to those services covered by the Medicare and Medicaid programs. Physician shall not directly bill or otherwise solicit payment from Patients for services provided by or at the direction of Physician pursuant to this Agreement, however, Physician shall cooperate with and assist Hospital in the collection of such fees and charges. All fees received by Physician for services provided by Physician pursuant to this Agreement shall be promptly turned over to Hospital. Physician agrees that the compensation contemplated in Article III of this Agreement shall be the sole compensation paid to Physician by Hospital for services rendered by Physician pursuant to this Agreement.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The term of this Agreement shall be three (3) years, commencing on the Service Commencement date of December 3, 2018 and expiring at 11:59 p.m. on the date immediately preceding the date that otherwise would be the third anniversary of the Service Commencement Date, unless terminated earlier by any of the means set forth in Section 6.2 below.

6.2 Termination. This Agreement shall terminate on the occurrence of any of the following events:

a. Termination by Agreement. This Agreement may be terminated by mutual agreement at any time upon the terms set forth in a written document signed by both Parties.

b. Termination for Cause. Either Party may terminate this Agreement for cause in the event the other Party fails to comply with his/its obligations under this Agreement for a period of ten (10) business days after receipt of written notice of such default.

c. Termination Upon 120 Days' Notice: Either Party may terminate this Agreement for any reason by providing written notice to the other Party at least One-hundred and twenty (120) days prior to the effective date of said termination. During the period between notice and the date of termination, Physician shall continue to carry out all duties and responsibilities of this Agreement. Notwithstanding the preceding sentence, Hospital retains the right to prohibit Physician from providing services through the notice period as long as Hospital pays Physician the contract

price stated in Section 3.3 above for shifts that the Parties scheduled Physician to work during the notice period (as confirmed in writing) as of the date notice of termination was given.

d. Immediate Termination. Hospital may terminate this Agreement, at its sole option, immediately upon providing written notice to Physician, or at such later time as Hospital may specify in such notice, in the event: (i) Physician's Indiana license to practice medicine is suspended, revoked, lapsed or limited; (ii) Physician fails to maintain an unrestricted State (Indiana) and Federal registration to dispense drugs and write prescriptions; (iii) Physician's clinical privileges and/or Medical Staff membership are terminated, relinquished, suspended, or limited in accordance with the Hospital's Medical Staff Bylaws; (iv) Physician is excluded from the Medicare or Medicaid programs; (v) Physician 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); (vi) of any act or omission by Physician that involves dishonesty (including but not limited to providing false or misleading information during the recruitment and/or Medical Staff application process), fraud, misrepresentation, embezzlement, theft, misappropriation, conversion, or a violation of Policies of Hospital concerning drug or alcohol use, discrimination, harassment, retaliation, or violence; (vii) Physician does not maintain malpractice insurance on terms satisfactory to Hospital; (ix) of the Disability of Physician; or (x) Hospital reasonably concludes that Physician's execution of this Agreement or performance of duties under this Agreement constitutes a breach of any court order or agreement that Physician has with any third party. This Agreement shall automatically and immediately terminate without notice upon Physician's death.

6.3 Effect of Termination. Upon termination of this Agreement, neither Party shall have any further obligation hereunder except for obligations accruing prior to the date of such termination. Physician's right to compensation on termination remains conditioned on Physician completing medical records as required by Section 2.9 above. Physician shall, immediately upon termination of this Agreement, return to Hospital all property of Hospital in Physician's possession or control, and Physician shall not maintain copies, electronic or otherwise, of any Hospital records.

ARTICLE VII **INSURANCE AND INDEMNIFICATIONS**

7.1 Malpractice Insurance. With Respect to Anesthesia Services performed by Physician pursuant to this Agreement, Hospital shall arrange to provide Physician with malpractice insurance in such amounts as necessary to qualify the Physician as a provider under the Indiana Medical Malpractice Act. If it becomes necessary for Hospital to purchase tail coverage to fulfill its obligations under the immediately preceding sentence following the termination of this Agreement, Hospital will purchase such coverage.

7.2 Indemnification—Physician/Contractor. In addition to any other rights and remedies available to Hospital by law or elsewhere in this Agreement, Physician will indemnify, defend and hold harmless Hospital and its employees and affiliates against and from any and all claims, actions, liability, and expenses (including, without limitation, settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) solely caused by, resulting from, or alleging negligent or intentional actions or omissions by Physician, any failure by Physician to perform any obligation undertaken or any covenant made by Physician under this Agreement, and/or violations of law by Physician.

7.3 Indemnification—Hospital. In addition to any other rights and remedies available to Physician by law or elsewhere in this Agreement, Hospital will indemnify and hold harmless Physician against and from any and all claims, actions, liability, or expenses (including, without limitation, costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) solely caused by, resulting from, or alleging the negligent or intentional actions or omissions of Hospital, any failure by Hospital to perform any obligation

undertaken or any covenant made by Hospital under this Agreement, and/or violations of law by Hospital.

ARTICLE VIII
CONFIDENTIALITY AND COVENANT NOT TO SOLICIT

8.1 General. In the course of Physician providing services hereunder, Physician will acquire valuable proprietary data and other confidential information with respect to Hospital's activities. Such proprietary data and other confidential information include, but are not 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. In addition, Physician, on behalf of Hospital, is expected to develop personal acquaintances with Patients and prospective Patients of Hospital. Physician acknowledges that it is reasonable and necessary for the protection, goodwill and business of Hospital that Physician agree to those terms contained in this Article VIII regarding the conduct of Physician during and subsequent to his rendering of services to Hospital, and that Hospital will suffer irreparable injury if Physician engages in the conduct prohibited thereby. Physician represents that his or her experience and abilities are such that observance of these terms will not cause him any undue hardship or unreasonably interfere with his ability to earn a livelihood.

8.2 Restriction on Unauthorized Disclosure. During the term of this Agreement and thereafter, Physician will not, without the express written consent of Hospital, directly or indirectly communicate or divulge, or use for his 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 Section 8.1 of this Agreement, which were communicated to or otherwise learned by Physician in the course of the independent contractor relationship covered by this Agreement. Physician may, however, disclose such matters to the extent that disclosure is required (a) in the course of Physician's independent contractor relationship with Hospital, or (b) by a court or governmental agency of competent jurisdiction (Physician will provide as much advance notice to Hospital's President of such requirement so that Hospital make seek a protective order or other appropriate remedy). As long as such matters remain proprietary data or other confidential information, Physician will not use such proprietary data or other confidential information, in any way or in any capacity other than as necessary for Physician to provide services pursuant to this Agreement.

8.3 Covenant Regarding Solicitation. During the term of this Agreement and for one (1) year thereafter, Physician shall not, directly or indirectly, solicit any Patient who received services from Physician at the Practice Site or solicit any Hospital employee for employment with Physician or any other party. Physician acknowledges that Hospital will be subject to irreparable injury in the event of Physician's breach of these covenants and that the Hospital, in addition to all other rights which may be available, shall have the right of specific performance or injunction in the event of breach or any threaten breach of the covenants. The period of the covenants described herein shall be extended by any time during which Physician is in breach of the covenants. The existence of any claim or cause of action Physician may have against Hospital, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Hospital of the covenants. In the event Hospital seeks to enforce any provision of this Article VIII through preliminary injunctive relief or temporary restraining order, Physician hereby waives any requirement that Hospital post bond or security. If a court of competent jurisdiction determines that Physician has breached any provision of this Article VIII, Physician shall, without limiting any other remedies available to Hospital, reimburse Hospital for the reasonable attorneys' fees and costs that Hospital incurred in enforcing this Article VIII.

ARTICLE IX
MISCELLANEOUS

9.1 Corporate Compliance. Hospital has in place a Corporate Compliance Program ("CC Program") that has as its goal to ensure that Hospital complies with all applicable federal, state and local laws and regulations. The CC Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Physician acknowledges Hospital's commitment to the CC Program and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of the CC Program. Physician further agrees to disclose immediately any proposed or actual debarment, exclusion or other event that makes or may make Physician ineligible to participate in a Federal health care program or Federal procurement or non-procurement program.

9.2 Regulatory Compliance. This Agreement is intended to comply with all applicable local, state, and federal laws and regulations (collectively, the "Laws"), including but not limited to the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)), the Ethics in Patient Referrals Act (42 U.S.C. Section 1395nn) (also known as the "Stark Law"), and the Health Insurance Portability and Accountability Act (Public Law 104-91), as amended ("HIPAA"). The Parties shall promptly attempt in good faith to negotiate amendments to this Agreement as necessary to conform with any new or revised Laws. If, at any time, this Agreement is found to violate any applicable provision of the Laws, or if any Party provides the other Party with written notice that it has a reasonable belief that this Agreement creates a material risk of violating any Laws, the Parties shall attempt in good faith to renegotiate the portion of this Agreement that creates the violation or risk of violation of the Laws. If, within thirty (30) days of either Party first providing notice to the other of the need to amend the Agreement to comply with the Laws, the Parties, acting in good faith, are unable to mutually agree upon and make amendments to this Agreement to meet the requirements in question, or the Parties determine in good faith that amendments to meet the requirements are not feasible, then either Party may terminate this Agreement upon thirty (30) days prior written notice.

9.3 Access to Books and Records. The Parties agree to treat this Agreement as 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 at 42 CFR Part 420 in implementation thereof, and to make available to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives, access to the books, documents and records and such other information as may be required by the Comptroller General or Secretary of HHS to verify the nature and extent of the costs of services provided by Physician. If Physician, upon the approval of Hospital, carries out the duties of this Agreement through a subcontract worth ten thousand dollars (\$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.

9.4 Assignment. No assignment of this Agreement or of the rights or obligations hereunder shall be valid without the specific written consent of the Parties hereto, except that this Agreement may be assigned to any successor entity operating the Hospital without the consent of the Physician.

9.5 Entire Agreement; Modification. This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes all previous representations, understandings and agreements of the Parties, whether oral or written, concerning same. This Agreement may only be modified by a written document signed by the Parties hereto.

9.6 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Indiana, notwithstanding that conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply.

9.7 Medical and Other Records. The ownership and right of control of all reports, records and supporting documents prepared in connection with the services contemplated herein shall vest exclusively in Hospital; provided, however, that Physician shall have right of access to such reports, records and supporting documentation at reasonable times and locations agreed to by Hospital. Such information shall be confidential, and Physician shall not disclose same without the written permission of Hospital.

9.8 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.

9.9 Notices. Notices or communications herein required or permitted shall be given to 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:

PHYSICIAN

John Pelliccia, M.D., P.C.
P.O. Box 73
Seymour, IN 47274

HOSPITAL

Fayette Regional Health System
1941 Virginia Avenue
Connersville, IN 47331
Attn: Chief Executive Officer

Hospital may also provide Physician with notices or communications via hand-delivery at the Practice Site.


9.10 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Hospital, by its duly authorized Officer, and Physician have executed this Agreement on the date(s) set forth below (this Agreement becomes binding upon the signature of the Officer of the Hospital subject to the provisions contained herein).

Fayette Regional Health System ("Hospital")

John Pelliccia M.D., P.C. (the "Contractor")

By: 

Randall A. White, MBA, MS, CHE
Chief Executive Officer

By: 

John Pelliccia, M.D., P.C.

Date: 11/30/2013

Date: 11/27/13

**FAYETTE REGIONAL HEALTH SYSTEM
FIRST ADDENDUM TO ANESTHESIOLOGY PROFESSIONAL SERVICES AGREEMENT**

This FIRST ADDENDUM TO ANESTHESIOLOGY PROFESSIONAL SERVICES AGREEMENT ("First Addendum") is entered into by and between FAYETTE MEMORIAL HOSPITAL ASSOCIATION, INC. d/b/a FAYETTE REGIONAL HEALTH SYSTEM ("Hospital") and JOHN PELLICCIA, M.D., P.C. ("Physician"). Hospital and Physician may be referred to in this First Addendum individually as a "Party" and together as "Parties."

WITNESSETH:

WHEREAS, Hospital and Physician are parties to a Professional Services Agreement which took effect approximately December 3, 2018 ("Agreement"); and

WHEREAS, Hospital and Physician desire for Physician to provide services in addition to the anesthesiology services described in the Agreement;

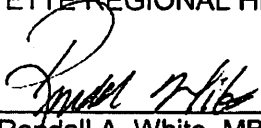
NOW, THEREFORE, The Parties agree as follows:


1. Physician shall serve as Medical Director of Anesthesiology Services. The position description summarizing the duties required of the Medical Director Anesthesiology Services is attached hereto as Exhibit A. The services that Physician provides pursuant to this First Addendum shall constitute "Services" for purposes of the Agreement.
2. Physician shall submit time records in a form consistent with the form attached hereto as Exhibit B or other form acceptable to Hospital so that the Parties may monitor the amount of time Physician actually spends performing such services.
3. In addition to his compensation for Anesthesiology services as described in Schedule 3.3 of the Agreement, Hospital shall pay Physician a salary at an annual rate of Fifty Thousand Dollars (\$50,000) paid by-weekly as consideration for serving as Medical Director Anesthesiology Services.
4. The compensation described in Paragraph No. 3 of this First Addendum was not determined in a manner that takes into account, directly or indirectly, the volume or value of any referrals or business otherwise generated between Hospital and Physician; is to the best knowledge of Hospital and Physician consistent with fair market value for the services to be rendered; and would be commercially reasonable even if no referrals were made to Hospital. The compensation shall be paid in installments in accordance with the Policies of Hospital relating to payroll and shall be subject to applicable tax withholdings.
5. The provisions of this First Addendum are considered effective on December 1, 2018. Either Party may terminate this First Addendum at any time for any reason by providing the other Party with at least One Hundred and Twenty (120) days' notice of termination. Termination of this First Addendum shall not result in automatic termination of the Agreement; however, if the Agreement terminates, this First Addendum shall terminate in its entirety simultaneously with the termination of the Agreement.

IN WITNESS WHEREOF, Hospital, by its duly authorized officer, and Physician have executed this First Addendum on the dates set forth below.

FAYETTE REGIONAL HEALTH SYSTEM

JOHN PELLICCIA, M.D., P.C.

By: 
Randall A. White, MBA, MS, CHE
Chief Executive Officer

By: 
John Pelliccia, M.D.

Date: 11/30/2013

Date: 11/27/13

Exhibit A

FAYETTE REGIONAL HEALTH SYSTEM
Connersville, Indiana

Department of Anesthesiology

POSITION DESCRIPTION: Medical Director, Anesthesiology

1. **Position Summary.** The Medical Director of at the Hospital is responsible for the development and implementation of the Anesthesia Department's policies and procedures, serve on requested Hospital committees as the representative of the Anesthesia Department, and work in collaboration with the Hospital to achieve the mutual objectives of both organizations.

The position requires the full understanding and active participation in fulfilling the mission of the Hospital. It is expected that the Medical Director demonstrate behavior consistent with the core values and support the Hospital's strategic plan.

The Medical Director must demonstrate competence in leadership, communication, professionalism, organizational and analytical skills, and technical/professional skill and knowledge in performance of duties and responsibilities rendered to the customer population served.

The Medical Director of anesthesia is responsible for anesthesia services delivered in all areas of the hospital where applicable including operating room suites, both inpatient and outpatient, the radiology department, clinics and outpatient surgery areas.

2. **Leadership & Administration.**
 - 2.1 Review, assess and make edits to clinical policies and procedures throughout the year as deemed necessary.
 - 2.2 Lead and/or participate in any and all committees or meetings that may impact clinical care in general and anesthesia services in particular. These may include, but not limited to, general medical staff and surgical services committees.
 - 2.3 Strategic Planning. Lead and participate in the development and refinement of surgical product lines and markets in concert with the Hospital.
3. **Clinical & Operations.**
 - 3.1 Lead the planning, implementation and development of an effective pre-op clinic at the Hospital. Review charts post operatively.

- 3.2 Participate in the ongoing recruitment and retention of anesthesia staff who can deliver evidence based best medicine with updated skill sets to fully satisfy current medical services and to develop and grow new surgical service lines.
- 3.3 Lead in the full retention of current anesthesia staff including full time, part time or per diem clinicians.
- 3.4 Function as the key interface between the anesthesia team and Hospital departments and personnel with responsibilities that include, but not limited to, relationship development, conflict resolution, reporting and follow through. Support and assist Hospital to achieve their clinical and/or administrative goals.
- 3.5 Plan, coordinate and lead anesthesia staff meetings towards the achievement of the goals and objectives of the department.
- 3.6 Responsible for the ongoing training, education and development of anesthesia staff to ensure acquisition and maintenance of requisite clinical and interpersonal skills for optimal anesthesia care.
- 3.7 Oversee staffing of the department in collaboration with the department Team Leader. Scheduling daily and monthly staff assignments. Create an anesthesia schedule for coverage and late call in consultation with Hospital.
- 3.8 Supervise and support staff CRNA assigned to specific operating rooms/locations.
- 3.9 Prepare policies and procedures and monitor compliance relating to the supervision and assignments of anesthesia staff.
- 3.10 Implement and supervise preoperative patient workup/clearance requirements.
- 3.11 Attend Surgery Section meetings and provide input regarding surgical block times.
- 3.12 Provide input on anesthesia carts including Difficult airway, Malignant Hyperthermia, Regional Anesthesia, Codes and Pediatric anesthesia.
- 3.13 Complete chart reviews for quality improvement related to OPPE, FPPE, patient safety, and monitoring activities.
- 3.14 Evaluating the quality and appropriateness of anesthesia services provided to patients as part of the hospital's QAPI program.

4. Compliance & Quality.

- 4.1 Participate and provide leadership in the development of evidence based best practice multidisciplinary protocols to enhance quality of care and patient safety in all anesthesia service locations.
- 4.2 Collaborate with Hospital and Surgery Section in the development and reporting of Quality Indicators.

- 4.3 Assist with, and serve as a resource for the HOspital as it seeks state licensure and accreditation or reaccreditation or to prepare and/or remain in state of full compliance to satisfy all anesthesia sections during accreditation and regulatory surveys by relevant governmental, accreditation and other regulatory agencies.
- 4.4 Provide leadership and manage the development and adherence to practices necessary to ensure highest levels of anesthesia quality outcomes and compliance including patient and surgeon satisfaction.

Exhibit B

TIME RECORD

Document Purpose: This time record shall be used to account for time spent fulfilling duties as Anesthesia Medical Director.

Instructions: In the boxes shown on the reverse side of this page or the next page, as applicable, for each instance of time spent fulfilling duties, show the date, code, function(s) performed and time incurred.

Code (Column 2): Enter either an "A" (for anesthesia services, usually administrative in nature), "B" (for direct patient care services), or "C" (for non-reimbursable activities).

Code "A" activities: Physician services to Anesthesia services including:

- Supervision of technicians, nurses, etc.
- Utilization review, other committee work
- Administrative
- Supervision of Interns/Residents
- Teaching
- Quality Control
- Other services to Anesthesia

Code "B" activities: Direct patient care activities

Code "C" activities: Non-reimbursable activities on Medicare cost report, including:

- Research
- Services to non-patient of Hospital
- Teaching activities to the general public

Function Performed (Column 3): Each entry must contain sufficient detail, as determined at the sole, reasonable discretion of FRHS, to adequately describe the function that was performed. FRHS may provide additional guidance regarding the required level of specificity and acceptable and unacceptable time sheet formats, from time to time.

Total Time Spent (Column 4): Time should be documented in 1/4 hour (.25) increments. For example, an hour and a half would be shown as 1.5 hours.

(Show Date, Code, Function Performed and Time Incurred)

Date	Code	Function Performed	Total Time Spent On Function (.25 hour increments)
		Totals	

Attestation:
 By signing below, I, the undersigned Physician, attest that the hours, functions, and other information described above is accurate and complete.

Administrative Use Only:

Time Record Total: _____

Physician's Signature:

Administration Review:

_____ / /

_____ / /

April 24, 2019

Randy White, CEO

Fayette Regional Health System

1941 Virginia Ave.

Connersville, IN 47331

Sadly, as of today I am resigning as Anesthesiologist and Director of Anesthesia at Fayette Regional Health System. Pursuant to our contract, my last day should be August 23, 2019.

Thank you for the opportunity to serve Connersville and the community.

Sincerely,

John Pelliccia, M.D.