COMPENSATION PLAN

1. Base Salary; Base Specialty Shifts. Physician will perform professional Specialty services at one or more of the Academic Medical Centers, working approximately xx shifts per month, but no less than an average of xx shifts (the “Base Specialty Shifts”) during each calendar quarter during the Term (each, a “Measurement Period”); the required number of Base Specialty Shifts will be pro-rated if Physician commences providing services during a Measurement Period. Each Base Specialty Shift will be for a period of at least 12 hours. Physician will receive a base salary of $2xx,000.00 per year, payable in bi-weekly installments, for performing the Base Specialty Shifts and the Leadership Services (the “Base Salary”). Effective at the beginning of each Measurement Period, the Base Salary may be adjusted prospectively, in the Faculty Practice Plan’s discretion, in the event the required number of Base Specialty Shifts was not worked during the preceding Measurement Period, or in the event any Base Specialty Shift performed by Physician was less than 12 hours. Alternatively, the Faculty Practice Plan may, in its discretion, require Physician to work additional Base Specialty Shifts in the subsequent Measurement Period, such that the average of the two Measurement Periods is at least XX Base Specialty Shifts. If this alternative is made available, no Additional Specialty Shifts (as defined below) will be deemed to have been worked by Physician in the second Measurement Period until Physician has achieved the required average of XX Base Specialty Shifts; provided, however, that this alternative will not be available if a termination notice has been given under this Agreement.

2. Base Night Specialty Shift; Base Night Specialty Shift Stipend. The term “Base Night Specialty Shift” means a Base Specialty Shift that commences at 7:00 p.m. and during which Physician is not scheduled to perform the professional Specialty services in either an outpatient observation unit of an Academic Medical Center or an intensive care unit of an Academic Medical Center. Physician will receive a stipend in the amount of $500.00 for each Base Night Specialty Shift worked by Physician, prorated for partial shifts, payable on a monthly basis, in accordance with the Faculty Practice Plan policy.

3. Base Observation Specialty Shift; Base Observation Specialty Shift Stipend. The term “Base Observation Specialty Shift” means a Base Specialty Shift that is performed in an outpatient observation unit of an Academic Medical Center. Physician will receive a stipend in the amount of $250.00 for each Base Observation Specialty Shift worked by Physician, prorated for partial shifts, payable on a monthly basis, in accordance with the Faculty Practice Plan policy.

4. Base ICU Specialty Shift; Base ICU Specialty Shift Stipend. The term “Base ICU Specialty Shift” means a Base Specialty Shift that is performed in an intensive care unit of an Academic Medical Center. Physician will receive a stipend in the amount of $350.00 for each Base ICU Specialty Shift worked by Physician, prorated for partial shifts, payable on a monthly basis, in accordance with the Faculty Practice Plan policy.

5. Additional Specialty Shift. The term “Additional Specialty Shift means any shift of at least 12 hours performed in excess of the required number of Base Specialty Shifts in any Measurement Period.

6. Additional Rounder Specialty Shift; Additional Rounder Specialty Shift Compensation. The term “Additional Rounder Specialty Shift” means an Additional Specialty Shift that commences between the hours of 7:00 a.m. and 7:00 p.m. and during which Physician is not scheduled to perform the professional Specialty services in either an outpatient observation unit of an Academic Medical Center or an intensive care unit of an Academic Medical Center. For each Additional Rounder Specialty Shift worked by Physician during any Measurement Period, Physician will be compensated at the rate of $1,431.00 per Additional Rounder Specialty Shift, prorated for partial shifts (the “Additional Rounder Specialty Shift Compensation”). Such Additional Rounder Specialty Shift Compensation, if any, will be paid to Physician following the end of such Measurement Period.

7. Additional Night Specialty Shift; Additional Night Specialty Shift Compensation. The term “Additional Night Specialty Shift” means an Additional Specialty Shift that commences at 7:00 p.m. and during which Physician is not scheduled to perform the professional Specialty services in either an outpatient observation unit of an Academic Medical Center or an intensive care unit of an Academic Medical Center. For each Additional Night Specialty Shift worked by Physician during any Measurement Period, Physician will be compensated at the rate of $1,931.00 per Additional Night Specialty Shift, prorated for partial shifts (the “Additional Night Specialty Shift Compensation”). Such Additional Night Specialty Shift Compensation, if any, will be paid to Physician following the end of such Measurement Period.

8. Additional Observation Specialty Shift; Additional Observation Specialty Shift Compensation. The term “Additional Observation Specialty Shift” means an Additional Specialty Shift that is performed in an outpatient observation unit of an Academic Medical Center. For each Additional Observation Specialty Shift worked by Physician during any Measurement Period, Physician will be compensated at the rate of $1,681.00 per Additional Observation Specialty Shift, prorated for partial shifts (the “Additional Observation Specialty Shift Compensation”). Such Additional Observation Specialty Shift Compensation, if any, will be paid to Physician following the end of such Measurement Period.

9. Additional ICU Specialty Shift; Additional ICU Specialty Shift Compensation. The term “Additional ICU Specialty Shift” means an Additional Specialty Shift that is performed in an intensive care unit of an Academic Medical Center. For each Additional ICU Specialty Shift worked by Physician during any Measurement Period, Physician will be compensated at the rate of $1,781.00 per Additional ICU Specialty Shift, prorated for partial shifts (the “Additional ICU Specialty Shift Compensation”). Such Additional ICU Specialty Shift Compensation, if any, will be paid to Physician following the end of such Measurement Period.

10. Physician Incentive Compensation. Each academic year (July 1st to June 30th), Physician will be eligible for an incentive payment, based upon the achievement of certain quality and service goals associated with the performance of the professional Specialty services, which goals will be established annually by the leadership of the Faculty Practice Plan, the Academic Medical Centers and the Department. The maximum potential amount of the incentive payment is based upon Physician’s Clinical Base Salary (as hereinafter defined) and will be determined in accordance with the following:

Achievement of Threshold Goals: 10% of Clinical Base Salary Achievement of Target Goals: 15% of Clinical Base Salary Achievement of Stretch Goals: 20% of Clinical Base Salary

Physician’s incentive payment, if any, will be made on a quarterly basis, based upon Physician’s achievement of the established goals during such quarter, as determined by the Faculty Practice Plan in its sole discretion. If Physician’s employment terminates during an academic year for any reason, Physician will not receive any further incentive payment for such academic year.

As used herein, the defined term “Clinical Base Salary” will mean the amount of that Base Salary that is attributable to Physician’s clinical services DOE.

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