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EMPLOYMENT AGREEMENT made Sept 2, 0 1988 between
DR. JOSEPH J. WITYK & ASSOCIATES, P.A. (the "Corporation")
and AMILE A. KORANCY, M.D. (the "Physician").

EXPLANATORY STATEMENT

The Physician is a physician and radiologist duly licensed to practice in Maryland and desires to be employed as such by the Corporation under the terms hereof. The Corporation is a professional association duly incorporated under the laws of Maryland for the practice of medicine, particularly the specialty of radiology, at The Homewood Hospital Center ("HHC"), in Baltimore City, Maryland, and at such other locations as shall be determined from time to time by the Corporation's Board of Directors. The Corporation desires to employ the Physician as a physician and radiologist on the terms hereinafter provided.

NOW, THEREFORE, the Corporation employs the Physician, and the Physician agrees to be employed by the Corporation, on the following terms and conditions:

1. EMPLOYMENT. Beginning on October 3, 1988 and ending October 2, 1989 (subject, however, to termination prior to October 2, 1989 as hereinafter provided in Paragraph 6), the Corporation employs the Physician full time as a radiologist in the HHC Department of Radiology and in the Corporation's private practice; provided, however, that as a condition of said employment, the Physician must

have obtained, or be able to obtain, Medical Malpractice insurance. After October 2, 1989, this Agreement shall renew automatically, for successive one (1) year terms, unless terminated as of the end of any one (1) year term by either party as hereinafter provided in Paragraph 6A. The Physician shall engage in the practice of medicine only as an employee of the Corporation, unless otherwise specifically authorized by the Board of Directors.

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2. PHYSICIAN'S DUTIES AND OBLIGATIONS. The Physician's duties and obligations in connection with his work shall include, but not be limited to the following:

A. Assigned Duties. Such duties as the Board of Directors may from time to time direct, including, without limitation (i) compliance with weekly work schedules, "on duty" and "on call" assignments at night and on Sundays and holidays; and (ii) teaching and administrative assignments.

B. Regulations, Agreements, Directives. Compliance with all of the terms and provisions of any oral or written agreement between the Corporation and HHC (to the extent that the terms thereof are made known to him), with the HHC Staff By-Laws, as changed from time to time, with all HHC directives and with reasonable requests of the Chief of the Department of Radiology, as well as with all provisions of the law relating to the practice of medicine.

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C. Reports and Records. Preparing and maintaining or causing to be prepared and maintained, necessary or appropriate reports, claims, correspondence and records relating to all professional services rendered by him under this Agreement, all of which shall belong to the Corporation.

D. Professional Skills. Attendance at professional meetings and postgraduate seminars and participation in professional societies so far as may be reasonably required by the Board of Directors and the performance of all things necessary or desirable to maintain and improve his professional skills.

E. Professional Standards. Compliance with the minimum professional radiological performance standards and attaining the professional qualifications and certifications set from time to time by the Board of Directors and made equally applicable to all of its physician-employees who practice in the same radiology subspecialty.

3. FEES FOR SERVICES. All fees and presents of money paid or given to the Physician or to the Corporation in respect of the professional services rendered in connection with the consultations, examinations, reports, testimony, treatment and operations, salaries for teaching medicine and lecture fees shall be the property of the Corporation, and the Physician acknowledges that he has no interest therein. All such work shall be performed by the

Physician on behalf of the Corporation and subject to the direction, supervision and control of the Corporation, and not on the Physician's own behalf. The Corporation reserves the full right to bill for all services performed by the Physician at such standard rates as the Board of Directors shall from time to time establish. Other monies received from personal investments and fees and royalties for inventions and for writing books, pamphlets and articles, shall remain the property of the Physician, and shall not be deemed corporate receipts or property.

4. COMPENSATION AND BENEFITS.

A. Salary. The Physician's total salary from his employment shall be at the annual rates shown on Exhibit A attached hereto as part hereof. Salary payments shall be paid in bi-weekly installments (or as otherwise mutually agreed), in arrears, from which installments the Corporation will deduct any withholding and social security taxes as required. Salary payments for a part of any employment year (i.e., October 3 to October 2 in each year) will be prorated.

B. Vacations; Meetings. The Physician will be entitled in each employment year without loss of pay (i) to four (4) weeks' vacation, and (ii) one (1) additional week to attend (at the Physician's expense except to the extent that the Board of Directors shall otherwise provide) medical meetings according to schedules prepared as the

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Board from time to time directs. Vacation and time for attending medical meetings shall not be cumulative from one employment year to the next one except as the President of the Corporation shall agree in writing. The times of vacations, attendance at medical meetings, work hours and all other matters relating to employment shall be governed by the Board of Directors for each year.

C. Malpractice Insurance and Indemnity. The Corporation, at its expense, will maintain medical malpractice insurance for the Physician with limits subject to the Corporation's reasonable determination, but in no event shall the amount of such coverage be less than \$1,000,000/\$3,000,000. In the event of termination of this Agreement by the Corporation pursuant to Paragraph

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6, the Corporation agrees to purchase the reporting endorsement ("tail") of any medical malpractice insurance insuring the Physician at the time of such termination. Upon termination of this Agreement

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by the physician, then the Physician agrees to purchase the "tail" at his sole expense; provided, however, that in the event the Physician fails to purchase the "tail," the Corporation may purchase the "tail" and deduct the cost thereof from any compensation due the Physician under this Agreement.

D. Termination Pay. Upon the termination of the Physician's employment for the reasons listed in

Paragraph 6 A, B(i) and C(iv), the Corporation shall pay the Physician the amounts specified in Exhibit A hereto as termination pay, from which the Corporation shall deduct any withholding and social security taxes as required. The Physician shall not be entitled to termination pay if his employment is terminated for any other reason. Upon the death of the Physician, termination pay shall be paid to such of the Physician's spouse, issue and/or other beneficiaries as the Physician shall have designated in writing to the Corporation prior to the time of his death; or if no such designation shall have been made, then to the Physician's spouse, or if none, then to the Physician's estate. This payment shall be in addition to any death benefits provided by insurance.

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E. Insurance. The Corporation, at its expense, shall provide Blue Cross-Blue Shield medical and Family. insurance for the Physician. The Corporation shall reimburse the Physician for premiums paid by the Physician to provide disability insurance for the Physician with benefits of up to \$1,000 per month.

F. Salary and Benefits Reduction. Notwithstanding any provisions of this Agreement to the contrary, such as, but not limited to the other provisions of this Paragraph 4 (COMPENSATION AND BENEFITS) and Paragraph 5 (DISABILITY) and all subparagraphs thereof, if the Board of Directors shall determine at any time and from time to

time that there are or will be insufficient funds to pay the salaries and benefits of all physician-employees of the Corporation and to meet its other obligations, then the Board of Directors may reduce the Physician's salary and/or any other benefits by the same percentage thereof as the percentage by which the salaries of all physician-employees whose employment agreements contain this or a similar provision also are reduced. This provision must apply to all physician-employees whose employment agreements contain this or a similar provision or to none at all.

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5. DISABILITY.

A. Definition. As used herein, "disability" shall mean the continuous and uninterrupted inability for a period of one (1) month or more to perform the duties of a physician on behalf of the Corporation as hereinabove required by reason of accident, illness or disease. As used herein, the "onset" of such disability shall be deemed to have occurred on the first day of such inability to perform the said duties. Unless following a period of disability, the Physician has continuously engaged full time in the performance of his regular duties for a period of at least three (3) consecutive months, his subsequent disability shall be deemed a continuation of his prior disability, whether or not it results from the same accident or disease.

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B. Disability Pay. During his first Employment Year, the Physician shall be entitled to 30 days of paid sick leave, but shall not be entitled to any other salary during periods of sickness after the sick leave has been exhausted. If the Physician is disabled after October 2, 1989, then, during the 90 days from the onset of his disability, he shall be entitled to receive while he is disabled the full salary to which he otherwise would have been entitled were he not disabled, less the proceeds of any disability insurance received by the Physician, the premiums for which the Corporation either pays direct or reimburses to the Physician.

C. Conditions. Notwithstanding any provisions of this Agreement to the contrary, as conditions to the Physician's entitlement to continue to receive disability payments, the Board of Directors may require him (a) to be examined periodically by a physician selected by the Board of Directors and approved by the Physician, or if the Board and Physician fail to agree, then by the chairman of the Department of Medicine of Johns Hopkins Hospital, or a physician designated by him, and (b) to be certified by such physician as unable to perform the duties of a physician on behalf of the Corporation.

6. TERMINATION OF EMPLOYMENT.

A. End of Term. The Physician or the Corporation may terminate this Agreement as of the end of

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the initial one (1) year term or the end of any one (1) year renewal term of employment by written notice to the other sent at least 180 days prior to the end of such term. Termination by the Corporation shall be made only upon the affirmative vote of ^{majority} all shareholders of the A.K. Corporation including the Physician, if he also is a shareholder.

B. Automatic Termination. The Physician's employment shall automatically and without further action be terminated on the date when any of the following events occur:

- (i) The Physician's death or his "disability" (as defined in Paragraph 5.A.) for six (6) months;
- (ii) The Physician for any reason becomes disqualified to practice medicine or radiology in Maryland;
- (iii) The Physician for any reason becomes disqualified to practice radiology at HHC.

C. Discretionary Termination. The Board of Directors of the Corporation may, upon written notice to the Physician, terminate his employment at any time after any of the following events occur:

- (i) The Physician, as a result of professional misconduct, is expelled, suspended or otherwise disciplined by the final action of any professional medical organization;
- (ii) The Physician resigns from any professional medical organization

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under threat of disciplinary action for professional misconduct;

(iii) The Physician shall be convicted of a criminal offense involving moral turpitude;

(iv) The Physician becomes insolvent, makes an assignment for the benefit of creditors or is declared a bankrupt, or if the Physician's assets become subject to administration in any type of insolvency proceedings;

(v) (a) The presently existing arrangement between HHC and the Corporation is terminated or changed substantially, and/or (b) the fees charged and/or the salaries paid the physician-employees of the Corporation become subject to regulation by the Health Services Cost Review Commission of Maryland or any other State or Federal regulatory body; provided that (x) at the same time the employment agreements of all physician-employees whose employment agreements contain this or a similar provision also are terminated and (y) the financial condition of the Corporation is in the absolute discretion of the Board of Directors determined to be materially adversely affected;

(vi) The Physician shall not have returned to the full time employ of the Corporation within six (6) months of his entrance upon active duty with any military service of the United States;

(vii) The Physician fails to perform the duties of his employment as assigned to him by the Board of Directors in a satisfactory professional manner as determined by the Board of Directors in good faith;

(viii) The Physician violates any of his material obligations under this Agreement.

D. Suspension in Lieu of Termination.

Instead of terminating the Physician's employment, the Board of Directors of the Corporation may suspend him, either with or without pay, pending an appeal from any of the sanctions described in clauses (i) or (iii) above, or during a period of suspension from a medical organization. In the event of his suspension pending an appeal, the Physician shall be reinstated with any back pay and benefits, if the appeal is successful; but otherwise his employment may be terminated by the Board of Directors upon conclusion of the appeal.

E. Arbitration. If the Physician's employment is terminated for any one or more of the reasons specified in Paragraph 6.C., clauses (vii) and (viii), the Corporation shall notify the Physician as therein provided. The Physician shall be given a period of twenty (20) days following the mailing of such notice of termination in which to submit his termination to arbitration, and if he does not elect arbitration within such period by written notice addressed and delivered to the Corporation, the termination shall be final. Simultaneously with filing notice of arbitration, the Physician shall name an arbitrator, who need not be an employee. The Corporation shall either accept that arbitrator as the sole arbitrator or shall name a second arbitrator within ten (10) days following the naming of the first arbitrator. If a second

arbitrator is named, the two arbitrators shall name a third arbitrator within ten (10) days following the naming of the second arbitrator. The sole arbitrator or the three arbitrators (as the case may be) shall promptly arbitrate whether the Physician's employment is properly terminated for any reason specified in said clauses (vii) and (viii). The arbitrator(s) shall fix their own compensation and assess costs on either or both parties. The decision of the arbitrators shall be binding upon the Physician and the Corporation and shall be enforceable in any court of competent jurisdiction. In case of arbitration, the Physician may be suspended, with or without pay, by the Corporation if the Board of Directors so decides, and any award shall be retroactive to the date of any such suspension.

7. EXPENSES. The Physician shall maintain complete records of and receipts evidencing all expenses incurred or paid in connection with his work for the Corporation, which shall pay or reimburse the Physician for the same, subject to approval of individual items and types of reimbursable expenses by the Board of the Corporation. The Physician also shall maintain a home telephone for his professional use and conduct his own professional entertainment.

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8. WORK FACILITIES. The Corporation shall furnish the Physician with office space, supplies, equipment, technicians and other employees or facilities which it shall deem adequate for the performance of his duties.

9. LIMITATIONS FOLLOWING TERMINATION. In the event of the voluntary or involuntary termination of the Physician's employment, the Physician covenants and agrees, that he immediately shall resign his staff privileges as a member of the Department of Radiology at HHC and will not withdraw his resignation before its acceptance.

10. MISCELLANEOUS.

A. Amendments. No amendments or additions to this Agreement shall be binding unless in writing and signed by both parties, except as herein otherwise provided.

B. Non-Waiver. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

C. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective parties, their heirs, personal representatives and assigns; provided that the Physician personally must perform all of his duties and obligations hereunder, and the same are not delegable.

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D. This Agreement is executed in and shall be construed in accordance with the laws of Maryland.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

ATTEST:

DR. JOSEPH J. WITYK &
ASSOCIATES, P.A.

Joseph J. Wityk

By Joseph J. Wityk, M.D. (SEAL)
Joseph J. Wityk, M.D.

WITNESS:

Brenda Kaval

Amile A. Korangy, M.D. (SEAL)
AMILE A. KORANGY, M.D.

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